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Prepared by and after recording return to:



Colin W. Uckert, Esq.
Powell, Goldstein, Frazer & Murphy LLP
1001 Pennsylvania Avenue, NW, Suite 600
Washington, DC 20004

SPACE ABOVE RESERVED FOR RECORDING DATA

Loan No.: 93-0000031
Tax Identification Numbers:
24-05-302-038
24-05-302-039

P. 21

ASSUMPTION AND RELEASE AGREEMENT

THIS ASSUMPTION AND RELEASE AGREEMENT ("Agreement") is made effective as of the 17th day of November, 2000, by and among OLP, LLC, an Illinois limited liability company (the "Original Borrower"), OLP, LLC (whether one or more the "Original Borrower Principals"), RILWALA INVESTMENTS, INC., an Illinois corporation (the "Assumptor"), HARESH SHAH, PARESH JANI and MANU JOGANI (individually and collectively, the "New Borrower Principals"), and THE CHASE MANHATTAN BANK, as Trustee and REMIC Administrator under that certain Pooling and Servicing Agreement ("PSA") dated as of December 1, 1998, for Certificateholders of Merrill Lynch Mortgage Investors Inc., Commercial Mortgage Pass-Through Certificate Series 1998-C3 ("Noteholder").

BR 5.22.0068

RECITALS:

A. Original Borrower executed and delivered to the order of WMF CAPITAL CORP., a Delaware corporation ("Lender") a certain Promissory Note dated September 8, 1998 (the "Note"), in the stated principal amount of \$2,790,000, which Note evidences a loan ("Loan") made by Lender to Original Borrower. To secure the repayment of the Note, the Original Borrower, among other things, executed and delivered a Mortgage and Security Agreement dated September 8, 1998 (together with all exhibits thereto, the "Security Instrument"), recorded among the Land Records of Cook County, Illinois on September 9, 1998 as document number 98802052, that grants a lien on certain property commonly referred to as Oak Lawn Promenade and described on Exhibit A attached hereto and incorporated herein by this reference and more particularly described in the Security Instrument (the "Premises"). The Original Borrower is liable for the payment and performance of all of the Original Borrower's obligations under the Note, the Security Instrument, and all other documents evidencing,

BOX 333-CTI

Instrument, and all other documents evidencing, securing, guaranteeing or otherwise pertaining to the Loan (the "Loan Documents"), including, without limitation, those documents listed on Exhibit B attached to this Agreement and incorporated herein by this reference as though fully set forth herein. The Original Borrower Principals are liable under the Loan Documents as provided in the Hazardous Substances Agreement (defined in Section 6 below) and as provided in the Indemnity and Guaranty Agreement (defined in Section 6 below).

B. Each of the Loan Documents has been duly assigned or endorsed to Noteholder.

C. Noteholder as the holder of the Note and beneficiary under the Security Instrument has been asked to consent to the transfer of the Premises to the Assumptor (the "Transfer") and the assumption by the Assumptor and New Borrower Principals (the "Assumption") of the obligations of the Original Borrower and Original Borrower Principals, respectively, under the Loan Documents.

D. Noteholder has agreed to consent to the Transfer and Assumption subject to the terms and conditions stated below.

E. Section 3.08 of the PSA authorizes GE Capital Loan Services, Inc. ("Master Servicer"), on behalf of the Noteholder, under certain terms and conditions to waive the due on sale clause and facilitate the Transfer and Assumption, and the Master Servicer has elected to do so on the terms and conditions set forth in this Agreement. Master Servicer's execution and delivery of this Agreement is binding upon the Noteholder pursuant to the PSA.

AGREEMENT:

In consideration of the foregoing and the mutual covenants and promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Noteholder, Original Borrower, Original Borrower Principals, Assumptor and New Borrower Principals agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as a substantive, contractual part of this Agreement.

2. Assumption of Obligations. Notwithstanding the release of the Original Borrower as set forth in Section 7 hereof, the Assumptor agrees to and does hereby assume all of the payment and performance obligations of the Original Borrower set forth in the Note, the Security Instrument and the other Loan Documents in accordance with their respective terms and conditions, as the same may be expressly modified by this Agreement, including without limitation, payment of all sums due and payable under the Note. The Assumptor further agrees to abide by and be bound by all of the terms of the Loan Documents, all as though each of the Loan Documents had been made, executed and delivered by the Assumptor; the provisions of the Loan Documents are incorporated herein by this reference, as if fully set forth herein. The Assumptor acknowledges and agrees that all references to the Original Borrower in the Loan Documents shall be deemed to refer to the Assumptor. The Assumptor hereby adopts, ratifies and confirms as of the date hereof all of the representations, warranties and covenants of Original

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Borrower contained in the Loan Documents, in connection with the Loan, as if the Assumptor was the Original Borrower named in the Loan Documents.

3. Original Borrower's and Original Borrower Principals' Acknowledgements, Representations and Warranties. (a) The Original Borrower hereby ratifies and reaffirms all of the provisions of the Loan Documents and acknowledges, represents and warrants to Noteholder as of the date of this Agreement that:

(i) The Note has an unpaid principal balance as of the date of this Agreement, of \$2,738,598.91 and prior to default bears interest at the rate of Seven and twenty-five hundredths percent (7.25%) per annum.

(ii) The Note requires that monthly payments of principal and interest in the amount of \$19,032.72 be made on or before the first day of each month, continuing to October 1, 2008, if not sooner accelerated or paid.

(iii) The Security Instrument is a valid first lien on the Premises for the full unpaid principal amount of the Loan and all other amounts as stated in the Loan Documents.

(iv) There are no defenses, offsets or counterclaims to the Original Borrower's obligations under the Note, the Security Instrument or the other Loan Documents.

(v) There are no defaults by the Original Borrower under the provisions of the Note, the Security Instrument or the other Loan Documents, nor are there any conditions which with the giving of notice or the passage of time or both may constitute a default by the Original Borrower under the provisions of the Note, the Security Instrument or the other Loan Documents.

(vi) All provisions of the Note, the Security Instrument and the other Loan Documents are valid, in full force and effect and enforceable in accordance with their terms.

(vii) There are no subordinate liens of any kind covering or relating to the Premises, nor are there any mechanics liens or liens for unpaid taxes or assessments encumbering the Premises, nor has notice of a lien or notice of intent to file a lien been received.

(b) The Original Borrower Principals hereby ratify and reaffirm all of the provisions of the Loan Documents applicable to them, and each acknowledges, represents and warrants to Noteholder as of the date of this Agreement that:

(w) There are no defenses, offsets or counterclaims to the Original Borrower Principals' obligations under the Loan Documents.

(x) There are no defaults by the Original Borrower Principals under the provisions of the Loan Documents, nor are there any conditions which

with the giving of notice or the passage of time or both may constitute a default by the Original Borrower Principals under the provisions of the Loan Documents.

- (y) All provisions of the Loan Documents to which the Original Borrower Principals are bound, are valid, in full force and effect and enforceable in accordance with their terms.
- (z) There are no subordinate liens of any kind covering or relating to the Premises, nor are there any mechanics liens or liens for unpaid taxes or assessments encumbering the Premises, nor has notice of a lien or notice of intent to file a lien been received.

Each of the Original Borrower and the Original Borrower Principals understands and intends that Noteholder will rely upon the acknowledgements, representations and warranties contained herein.

4. Assumpto's and the New Borrower Principals' Representations and Warranties. The Assumpto and the New Borrower Principals jointly and severally represent and warrant to Noteholder as of the date of this Agreement that neither the Assumpto nor any New Borrower Principals has any knowledge that any of the representations made by the Original Borrower and the Original Borrower Principals in Section 2 above are not true and correct. The Assumpto and the New Borrower Principals understand and intend that Noteholder will rely upon the representations and warranties contained herein.

5. Consent to Transfer and Assumption. Noteholder hereby consents to the Transfer and to the Assumption, subject to the terms and conditions set forth in this Agreement. Noteholder's consent to the Transfer of the Premises to the Assumpto and Noteholder's consent to the Assumption, are not intended to be and shall not be construed as a consent to any subsequent transfer or assumption or to any amendment to the Loan Documents which requires the Noteholder's consent pursuant to the terms of the Loan Documents.

6. Assumption by the New Borrower Principals of Liability for the Exceptions to Non-Recourse. Notwithstanding the release of the Original Borrower Principals as set forth in Section 7 hereof, the New Borrower Principals hereby adopt, ratify and confirm as of the date hereof all of the representations, warranties and covenants of the Original Borrower Principals under the Loan Documents as if the New Borrower Principals were the Original Borrower Principals named therein and jointly and severally assume all liability of the Original Borrower Principals under the Loan Documents, including without limitation, the provisions of the Hazardous Substances Indemnity Agreement ("Hazardous Substances Agreement") dated September 8, 1998 from Original Borrower and Original Borrower Principals for the Lender's benefit and the Indemnity and Guaranty Agreement ("Indemnity and Guaranty Agreement") dated September 8, 1998 from Original Borrower Principals for the Lender's benefit. The New Borrower Principals acknowledge and agree that all references to the Original Borrower Principals in the Loan Documents shall be deemed to refer to the New Borrower Principals.

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7. Release of Original Borrower and Original Borrower Principals. In reliance upon the Original Borrower's, Original Borrower Principals', New Borrower Principals' and the Assumptor's acknowledgements, representations and warranties in this Agreement and in consideration for releases contained in Section 12 of this Agreement, Noteholder releases the Original Borrower and the Original Borrower Principals from their respective obligations under the Loan Documents, provided, however, that neither the Original Borrower nor any of the Original Borrower Principals is released from any liability pursuant to this Agreement, the provisions of the Hazardous Substances Agreement, or Section 1.31 of the Security Instrument for any liability that relates to the period prior to the date hereof, regardless of when any environmental hazard or other condition giving rise to any such liability thereunder is discovered. If any material element of the representations and warranties contained herein as the same relate to the Original Borrower and the Original Borrower Principals is false as of the date of this Agreement or in the event the Original Borrower or the Original Borrower Principals take or cause any other party hereto (other than Noteholder) to take any actions which are in contradiction with the provisions of Section 12 of this Agreement, then the release set forth in this Section 7 shall be deemed canceled effective as of the date of this Agreement and the Original Borrower and the Original Borrower Principals shall remain obligated under the Loan Documents as though there had been no such release. Notwithstanding the foregoing, nothing herein shall be construed to expand the liability of the Original Borrower and Original Borrower Principals as limited by the Hazardous Substances Agreement and the Indemnity and Guaranty Agreement, as applicable.

8. No Impairment of Lien. Nothing set forth herein shall affect the priority or extent of the lien of the Security Instrument or any of the other Loan Documents, nor, except as expressly set forth herein, release or change the liability of any party who may now be or after the date of this Agreement may become liable, primarily or secondarily, under the Loan Documents. Except as expressly modified hereby, the Note, the Security Instrument and the other Loan Documents remain unchanged, are hereby ratified and reaffirmed in all respects and shall remain in full force and effect and this Agreement shall have no effect on the priority or validity of the liens, operation and effect of the Security Instrument and the other Loan Documents, all of which are incorporated herein by this reference. Nothing herein shall be construed to constitute a novation of the Loan or of any of the Loan Documents.

9. Costs. The Assumptor agrees to pay all fees and costs (including reasonable attorneys' fees) incurred by Noteholder in connection with Noteholder's consent to and approval of the Transfer of the Premises and the assumption fee required by the Noteholder in consideration of the consent to the Transfer and to the Assumption.

10. Financial Information. The Assumptor and the New Borrower Principals represent and warrant to Noteholder that all financial information and information regarding the management capability of the Assumptor and the New Borrower Principals provided to Noteholder was true and correct as of the date provided to Noteholder and remains materially true and correct as of the date of this Agreement.

11. Addresses. Assumpor's address for notice hereunder and under the Loan Documents is:

9238 Normandy
Morton Grove, Illinois 60053
Attention: Haresh Shah, President

With a copy to:

WINER & WINER
205 W. Randolph Street, Suite 1240
Chicago, Illinois 60606
Attention: Sherwin M. Winer, Esq.

12. Complete Release. (a) Assumpor, Original Borrower, Original Borrower Principals and New Borrower Principals (the "Indemnitors") hereby jointly and severally, unconditionally and irrevocably release and forever discharge Lender, Noteholder and Master Servicer, and their respective successors, assigns, agents, directors, officers, employees, and attorneys, and each current or substitute trustee, if any, under the Security Instrument (collectively, the "Indemnitees") from all Claims, as defined below. Furthermore, each Indemnitor agrees to indemnify Indemnitees, and defend and hold them harmless from any and all claims, losses, causes of action, costs and expenses of every kind or character in connection with any Claims made by or through such Indemnitor. As used in this Agreement, the term "Claims" shall mean any and all possible claims, demands, actions, fees, costs, expenses and liabilities whatsoever, known or unknown, at law or in equity, originating in whole or in part, on or before the date of this Agreement, which the Original Borrower, the Original Borrower Principals, or any of their respective partners, limited partners, members, officers, directors, shareholders, agents or employees, may now or hereafter have against the Indemnitees, and irrespective of whether any such Claims arise out of contract, tort, violation of laws, or regulations, or otherwise, arising out of or relating to the Loan or any of the Loan Documents, the Premises, this Agreement or the transactions contemplated with respect thereto, including, without limitation, any contracting for, charging, taking, reserving, collecting or receiving interest in excess of the highest lawful rate applicable thereto and any loss, cost or damage, of any kind or character, arising out of or in any way connected with or in any way resulting from the acts, actions or omissions of Indemnitees, including any requirement that the Loan Documents be modified as a condition to the transactions contemplated by this Agreement, any charging, collecting or contracting for prepayment premiums, transfer fees, or assumption fees, any breach of fiduciary commitment, undue influence, duress, economic coercion, violation of any federal or state securities or Blue Sky laws or regulations, conflict of interest, bad faith, malpractice, violations of the Racketeer Influenced and Corrupt Organizations Act, intentional or negligent infliction of mental or emotional distress, tortious interference with contractual relations, tortious interference with corporate governance or prospective business advance, breach of contract, deceptive trade practices, libel, slander, conspiracy or any claim for wrongfully accelerating the Note or wrongfully attempting to foreclose on any collateral relating to the Note, but in each case only to the extent permitted by applicable law. Original Borrower, Assumpor, Original Borrower Principals and New Borrower Principals agree that Noteholder has no fiduciary or similar obligations to any of such parties and that their relationship is strictly

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that of creditor and debtor. This release is accepted by Noteholder pursuant to this Agreement and shall not be construed as an admission of liability on the part of any party hereto. Original Borrower and Original Borrower Principals hereby represent and warrant that they are the current legal and beneficial owners of all Claims, if any, released hereby and have not assigned, pledged or contracted to assign or pledge any such Claims to any other person.

(b) Assumptor and New Borrower Principals hereby warrant and represent that they have no interest in any Claims, and they join in this Section 12 to release any Claims to the extent they may be deemed to have any such Claims, and to join in the foregoing indemnification in accordance with its terms. Notwithstanding the foregoing, nothing herein shall be construed to expand the liability of the Indemnitors as limited by the Hazardous Substances Agreement and the Indemnity and Guaranty Agreement.

13. Usury. It is expressly stipulated and agreed to be the intent of all of the parties hereto at all times to comply with the applicable law governing the maximum rate or amount of interest payable on or in connection with the Note and the Loan (or applicable United States federal law to the extent that it permits Noteholder to contract for, charge, take, reserve or receive a greater amount of interest payable on or in connection with the Note and the Loan than under applicable law). If the applicable law is ever judicially interpreted so as to render usurious any amount called for under the Note or under the Security Instrument, this Agreement or any other Loan Document, or contracted for, charged, taken, reserved or received with respect to the Loan, or if Original Borrower or Assumptor having paid any interest in excess of that permitted by law, then it is the express intent of all of the parties that all excess amounts theretofore collected by Noteholder or Lender be credited to the then outstanding principal balance of the Note (or, if the Note has been or would thereby be paid in full, any surplus refunded to Original Borrower or Assumptor), and the provisions of the Note, this Agreement, the Security Instrument and the other Loan Documents immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new documents, so as to comply with such applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder. The right to accelerate the maturity of the Note does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Noteholder does not intend to collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid to Lender or Noteholder for the use, forbearance or detention of the indebtedness evidenced by the Note or other Loan Documents shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread through the full term of such indebtedness until payment in full so that the rate or amount of interest on account of such indebtedness does not exceed the applicable usury ceiling. Notwithstanding any provision contained in the Note, the Security Instrument, this Agreement or in any of the other Loan Documents, as amended herein, that permits the compounding of interest, including, without limitation, any provision by which any of the accrued interest is added to the principal amount of the Note, the total amount of interest that Original Borrower or Assumptor is obligated to pay and Noteholder is entitled to receive with respect to the Loan shall not exceed the amount calculated on a simple (i.e., non-compounded) interest basis at the maximum rate allowed by applicable law on principal amounts actually advanced to or for the account of Original Borrower or Assumptor, including all current and prior advances and any advances made pursuant to the Security Instrument, this Agreement or the other Loan Documents, as amended herein (including, but not limited to, the payment of taxes, insurance

premiums and the like). The provisions of the Note and the other Loan Documents limiting the amount of interest which may be contracted for, charged or received on the indebtedness evidenced thereby and dealing with the rights and duties of the parties with respect to the charging or receiving of interest in excess of the maximum rate, are hereby incorporated in this Agreement by reference as though fully set forth herein. To the extent permitted by law, the Original Borrower, the Assumptor, the Original Borrower Principals and the New Borrower Principals hereby waive and release all claims and defenses based upon usury in connection with the execution and delivery of the Note and the other Loan Documents and the borrowing of the funds represented by the Loan.

14. References to Principals. References to M&J/Retail Limited Partnership in the Security Agreement, Section 1.34, are hereby amended to refer to Haresh Shah. References in the Security Agreement to membership interests are amended to read shares of stock and references to managing member or general partner are amended to read corporate president, as appropriate.

15. Miscellaneous.

(a) This Agreement shall be construed according to and governed by the laws of the jurisdiction(s) in which the Premises is located without regard to its conflicts of law principle.

(b) If any provision of this Agreement is adjudicated to be invalid, illegal or unenforceable, in whole or in part, it will be deemed omitted to that extent and all other provisions of this Agreement will remain in full force and effect.

(c) No change or modification of this Agreement shall be valid unless the same is in writing and signed by all parties hereto.

(d) The captions contained in this Agreement are for convenience of reference only and in no event define, describe or limit the scope or intent of this Agreement or any of the provisions or terms hereof.

(e) This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.

(f) This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

(g) THIS WRITTEN AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS AMENDED, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL

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AGREEMENTS. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

(h) THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS AS SET FORTH IN SECTION 12 HEREOF.

(i) Each of the Original Borrower, Assumptor, Original Borrower Principals and New Borrower Principals agrees to promptly execute and deliver all such documents and instruments and do all such other acts as may be reasonably required by Noteholder in the future, to perfect, confirm or effectuate the Transfer and Assumption contemplated by this Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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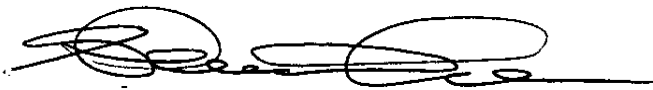
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written, with the intent that this shall be deemed an instrument under seal.

WITNESS/ATTEST:

ASSUMPTOR:

RILWALA INVESTMENTS, INC.,
an Illinois corporation

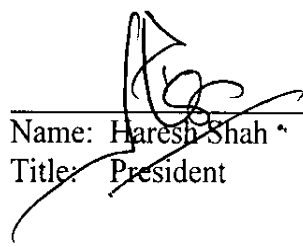


Name: Sherwin Winer

By: _____ (SEAL)

Name: Hareesh Shah *

Title: President



WITNESS/ATTEST:

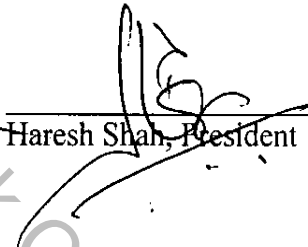
Consented and Agreed to as to the provisions of
Section 1.34 of the Security Instrument:



Name: Sherwin Winer

_____ (SEAL)

Hareesh Shah, President



[SIGNATURES CONTINUE ON THE NEXT PAGE]

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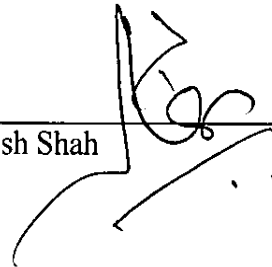
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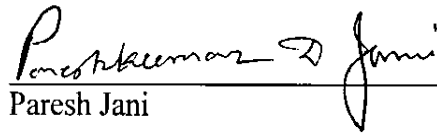
NEW BORROWER PRINCIPALS:


Name: Sherwin Winer


Haresh Shah (SEAL)

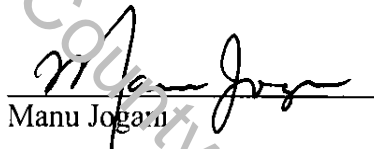
WITNESS/ATTEST:


Name: Sherwin Winer


Paresh Jani (SEAL)

WITNESS/ATTEST:


Name: Sherwin Winer


Manu Jogani (SEAL)

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WITNESS/ATTEST:

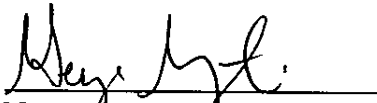
ORIGINAL BORROWER:


OLP, LLC, an Illinois limited liability company

By: M&J/RETAIL LIMITED PARTNERSHIP,
an Illinois limited partnership, its manager

By: WILKOW/RETAIL PARTNERS
LIMITED PARTNERSHIP, an
Illinois limited partnership, its
general partner

By: MJW INVESTMENTS,
LTD., a Delaware
corporation, its general
partner


Name: GEORGE MANJLOVIC


By: _____ (SEAL)
Name: Marc R. Wilkow
Title: President

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WITNESS/ATTEST:

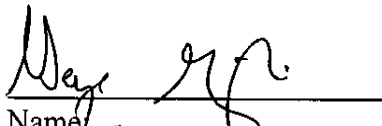
ORIGINAL BORROWER PRINCIPALS:

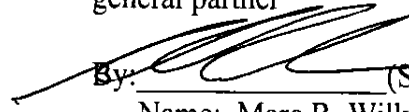
OLPG, LLC, an Illinois limited liability company

By: M&J/RETAIL LIMITED PARTNERSHIP, an Illinois limited partnership, its manager

By: WILKOW/RETAIL PARTNERS LIMITED PARTNERSHIP, an Illinois limited partnership, its general manager

By: MJW INVESTMENTS, LTD., a Delaware corporation, its general partner


Name: GEORGE MANOJLOVIC


By: _____ (SEAL)
Name: Marc R. Wilkow
Title: President

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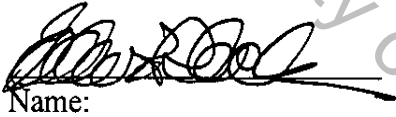
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WITNESS/ATTEST:

NOTEHOLDER:

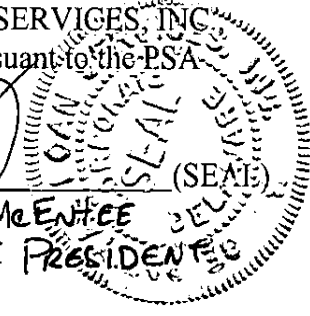
THE CHASE MANHATTAN BANK, as Trustee and REMIC Administrator under that certain Pooling and Servicing Agreement ("PSA") dated as of December 1, 1998, for Certificateholders of Merrill Lynch Mortgage Investors Inc., Commercial Mortgage Pass-Through Certificate Series 1998-C3

By: GE CAPITAL LOAN SERVICES, INC.
as Master Servicer pursuant to the PSA


Name:

By:

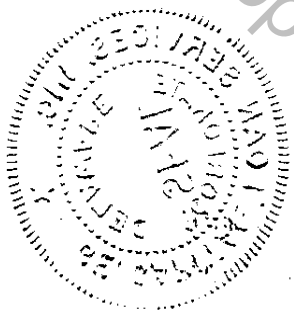

Name: PAT McENTEE
Title: VICE PRESIDENT



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Property of Cook County Clerk's Office

ACKNOWLEDGEMENT

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 17th day of November, 2000, by Marc R. Wilkow as President of MJW Investments, Ltd., a Delaware corporation, on behalf of said corporation as the general partner of Wilkow/Retail Partners Limited Partnership, an Illinois limited partnership, on behalf of said limited partnership as the general partner of M&J/Retail Limited Partnership, an Illinois limited partnership, on behalf of said limited partnership as the manager of OLP, LLC, an Illinois limited liability company, on behalf of said limited liability company.

Diandre Roddy
Notary Public

[Notarial Seal]



My commission expires: 11-02-02

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 17th day of November, 2000, by Marc R. Wilkow as President of MJW Investments, Ltd., a Delaware corporation, on behalf of said corporation as the general partner of Wilkow/Retail Partners Limited Partnership, an Illinois limited partnership, on behalf of said limited partnership as the general partner of M&J/Retail Limited Partnership, an Illinois limited partnership, on behalf of said limited partnership as the manager of OLPG, LLC, an Illinois limited liability company, on behalf of said limited liability company.

Diandre Roddy
Notary Public

[Notarial Seal]



My commission expires: 11-02-02

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ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 17th day of November, 2000, by Haresh Shah as President of Rilwala Investments, Inc., an Illinois corporation, on behalf of said corporation.

Regina E. Gholston
Notary Public

[Notarial Seal]



My commission expires: 9-29-2004

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 17th day of November, 2000, by Haresh Shah.

Regina E. Gholston
Notary Public

[Notarial Seal]



My commission expires: 9-29-2004

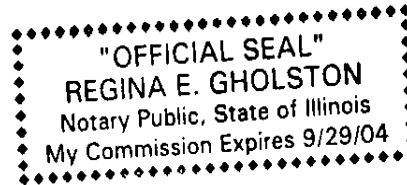
ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 17th day of November, 2000, by Paresh Jani.

Regina E. Gholston
Notary Public



[Notarial Seal]

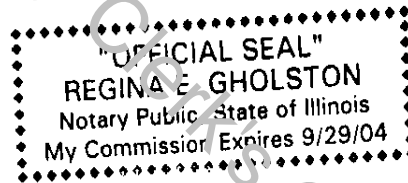
My commission expires: 9-29-2004

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 17th day of November, 2000, by Manu Jogani.

Regina E. Gholston
Notary Public



[Notarial Seal]

My commission expires: 9-29-2004

ACKNOWLEDGMENT

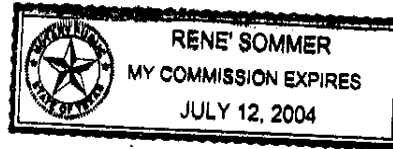
STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 16 day of November, 2000, by Pat McEntee as Vice President of GE Capital Loan Services, Inc., on behalf of said corporation as the Master Servicer on behalf of The Chase Manhattan Bank as Trustee and REMIC Administrator under that certain Pooling and Servicing Agreement ("PSA") dated as of December 1, 1998, for certificateholders of Merrill Lynch Mortgage Investors Inc. Commercial Mortgage Pass-Through Certificate Series 1998-C3.

Rene Sommer
Notary Public

[Notarial Seal]



My commission expires: July 12, 2004

UNOFFICIAL COPY

00939049

EXHIBIT A

Legal Description of the Premises

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A - LEGAL DESCRIPTION

Parcel 1:

Commencing at a point 202 feet East, on the North line of 95th Street as widened, from the intersection of the West and South lines of Lot 30 (or 232 feet East from the intersection of Ridgeland and 95th Street); thence North for a distance of 125 feet; thence East for a distance of 50 feet, parallel to the North line of 95th Street as widened; thence South for a distance of 125 feet, parallel to the West line of said Lot; thence West 50 feet to the point of beginning, being a part of Lot 30 (except the North 250 feet and except the West 202 feet of the South 142 feet thereof, also excepting therefrom the South 17 feet taken for widening of 95th Street) in Oak Lawn Farms, being Chas. W. James' Subdivision of the Southwest 1/4 of Section 5, Township 37 North, Range 13 East of the Third Principal Meridian (except the East 1/2 of the East 1/2 of the Southeast 1/4 of said Southwest 1/4), in Cook County, Illinois.

ALSO

Parcel 2:

The West 202 feet of the South 142 feet of Lot 30 in Oak Lawn Farms, being Chas. W. James' Subdivision of the Southwest 1/4 of Section 5, Township 37 North, Range 13 East of the Third Principal Meridian, (except the East 1/2 of the East 1/2 of the Southeast 1/4 of said Southwest 1/4) and except that part of said Lot 30, as conveyed to the Department of Public Works in Document No. 12884175, lying South and West of the following described line: Commencing at the Southwest corner of said Section 5; thence North along the West line of said Section 5 a distance of 100 feet for a place of beginning; thence East at right angles to said West line a distance of 50 feet to a point on a curve convex to the Southwest having a radius of 50 feet; thence Southwesterly along said curve a distance of 78.54 feet to a point on a line tangent to said curve, said line being 50 feet North of, measured at right angles to and parallel to the South line of said Section 5; thence East along said parallel line a distance of 235.02 feet, more or less, to the East line of aforesaid Lot 30, in Cook County, Illinois, also except the West 17 feet of Lot 30 aforementioned (except the North 250 feet thereof) condemned for highway purposes.

ALSO

Parcel 3:

All of Lot 30 (except the North 250 feet and except the West 202 feet of the South 142 feet thereof); (also excepting from said Lot 30 the following described tract of land: Commencing at a point 202 feet East, on the North line of 95th Street as widened, from the intersection of the West and South lines of Lot 30 (or 202 feet East from the intersection of Ridgeland and 95th Streets); thence North for a distance of 125 feet; thence East for a distance of 50 feet, parallel to the North line of 95th Street as widened; thence South for a distance of 125 feet, parallel to the West line of said Lot; thence West 50 feet to the point of beginning) in Oak Lawn Farms, being Chas. W. James' Subdivision of the Southwest 1/4 of Section 5, Township 37 North, Range 13 East of the Third Principal Meridian (except the East 1/2 of the East 1/2 of the Southeast 1/4 of said Southwest 1/4), in Cook County, Illinois, also except the West 17 feet of aforementioned Lot 30 (except the North 250 feet thereof) condemned for highway purposes and except the South 17 feet thereof conveyed to the Department of Public Works in Document No. 12884175.

PIN: 24-05-302-038, 24-05-302-039

EXHIBIT B

LOAN DOCUMENTS

1. Promissory Note dated September 8, 1998 made by the Original Borrower and payable to the Lender, in the stated principal amount of \$2,790,000.
2. Mortgage and Security Agreement dated September 8, 1998 made by the Original Borrower for the benefit of the Lender, recorded among the Land Records of Cook County, Illinois on September 9, 1998 as document number 98802052.
4. Assignment of Leases and Rents dated September 8, 1998 made by the Original Borrower for the benefit of the Lender, recorded among the Land Records of Cook County, Illinois on September 9, 1998 as document number 98802093.
5. Hazardous Substances Indemnity Agreement dated September 8, 1998, made by Original Borrower and Original Borrower Principals for the benefit of the Lender.
6. Indemnity and Guaranty Agreement dated September 8, 1998, made by Original Borrower Principals for the benefit of Lender.
7. Financing Statements made by the Original Borrower for the benefit of the Lender, recorded among the Land Records of Cook County, Illinois on March 12, 1999, as document number 9942384; and filed for record _____, with the Illinois Secretary of State as Instrument No. _____.