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9505/0076 18 001 Page 1 of 20
2002-07-22 08:38:39
Cook County Recorder 59.00

This Instrument prepared by and after recording, please return to:

Schain, Burney, Ross
& Citron, Ltd.
222 N. LaSalle Street
Suite 1910
Chicago, Illinois 60601
Attention: Richard H. Levy

COLLATERAL ASSIGNMENT OF LEASES AND RENTS

THIS COLLATERAL ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made as of June 14, 2002, by **CHICAGO TITLE LAND TRUST COMPANY,** not personally, but solely as Trustee under Trust Agreement dated May 1, 2002, and known a Trust Number 1110819 ("Trustee")having its principal office at 171 North Clark Street, Chicago, Illinois, 60601, **4720 NORTH RACINE, LLC, 4550 NORTH WINCHESTER LLC** and **DWS OWNERSHIP, L.L.C.**, all Illinois limited liability companies (collectively, "Beneficiary" or "Beneficiaries"; Trustee and Beneficiaries are hereinafter collectively referred to as "Assignor") having its principal office at 332 N. Harlem Ave Oak Park IL 60302 to **THE PRIVATE BANK AND TRUST COMPANY,** having its principal office at 10 North Dearborn Street, Chicago, Illinois, 60602, Attention: James Wagner ("Lender"), and pertains to the real estate described in Exhibit "A" attached hereto and made a part hereof and all improvements thereon, ("Premises").

ARTICLE I
RECITALS

1.1 Note. Borrower has executed and delivered to Lender a Mortgage Note ("Note") of even date herewith, wherein Borrower and/or Beneficiary promises to pay to the order of Lender the principal amount of **Ten Million Five Hundred Thousand and 00/100 Dollars ($10,500,000.00)** in repayment of a loan from Lender in like amount or so much thereof as may now or hereafter be disbursed by Lender under the Note (the "Loan"), together with interest thereon.

1.2 Other Loan Documents. As further security for the repayment of the Loan, Borrower has executed and delivered to Lender a Mortgage, Assignment of Leases and Rents, and Security Agreement ("Mortgage") of even date herewith, granting to Lender a first lien on the Premises, and Borrower and/or Beneficiary have executed and delivered or have caused to be executed and delivered certain other documents further evidencing or securing the Loan (the Note, the Mortgage, this Assignment, and all such other loan documents, whether now or hereafter existing, and as amended, modified, extended or restated from time to time, are collectively referred to herein as the "Loan Documents").

1.3 This Assignment. As further security for the repayment of the Loan and for the payment and performance of all other Liabilities, in addition to the other Loan Documents, Assignor is required by the Loan Documents to execute and deliver to Lender this Assignment.

ARTICLE II
THE GRANT

NOW, THEREFORE, as additional security for the prompt payment when due of all principal of and interest on the Note; payment in full and performance of all obligations of Trustee and Beneficiary under the Loan Documents; payment in full of all expenses and charges, legal or otherwise, including attorney's fees and expenses paid or incurred by Lender in realizing or protecting this Assignment or the Loan; and any and all obligations, indebtedness, and liability of Beneficiary and Trustee (and of any other borrower for whose indebtedness this Assignment is pledged as collateral) to Lender, whether such obligations, indebtedness, or liability are now existing or hereafter created, direct or indirect, absolute or contingent, joint and several or joint or several, due or to become due, however created, evidenced, or arising and however acquired by Lender, and all renewals and extensions thereof (all collectively, the "Liabilities") and in consideration of the matters recited above, Assignor hereby grants, sells, assigns, and transfers to Lender all of Assignor's right, title and interest in, to, and under the following (collectively, the "Assigned Security"):

(a) That certain lease or those certain leases described in Exhibit "B" attached hereto and made a part hereof (collectively "Identified Leases");

(b) Any and all leases, options, contracts for sale, or other agreements executed hereafter for the occupancy, sale or use (including concessions) of all or any part of the Premises (collectively "Future Leases");

(c) Any and all addenda, extensions, renewals, amendments and modifications, to or of the Identified Leases and Future Leases, whether now or hereafter existing (being referred to herein collectively with the Identified Leases and Future Leases as the "Leases," and each of the Leases being referred to herein as a "Lease");

(d) All rents, escrow deposits, income, revenues, issues, profits, condemnation awards, use and occupancy payments, damages, monies and security payable or receivable under or with respect to the Leases or pursuant to any of the provisions thereof, whether as rent or otherwise, and profits arising from the Leases or from the use and occupation of all or any portion of the Premises described in any of the Leases or in the Mortgage (collectively "Rents");

(e) All proceeds payable under any policy of insurance covering loss of Rents for any cause ("Insurance Proceeds");

(f) All rights, powers, privileges, options and other benefits of Assignor as lessor under such Leases (collectively "Assignor's Rights"), including, without limitation (a) the immediate and continuing right to receive and collect all Rents, and (b) the right to make all waivers, agreements and settlements, to give and receive all notices, consents and releases, to take such action upon the happening of a default under any of the Leases, including the commencement, conduct and consummation of such legal proceedings as may be permitted under any provision of any of the Leases or by law, and to do any and all other things whatsoever which the Assignor is or may become entitled to do under any of the Leases; and

(g) All guaranties of the tenants' performance of the Leases ("Guaranties").

This Assignment constitutes a present, perfected and absolute assignment. This Assignment confers upon Lender a power coupled with an interest and cannot be revoked by Assignor.

ARTICLE III
GENERAL AGREEMENTS

3.1 Present Status. Borrower represents and warrants that:

(a) Assignor is the sole owner of the entire lessor's interest in the Identified Leases;

(b) The Identified Leases are and will remain valid and enforceable and have not been altered, modified, or amended in any manner whatsoever except as may be herein set forth;

(c) Neither Assignor nor any lessee is in default under any of the terms, covenants, or conditions of the Identified Leases;

(d) Other than this Assignment, no Rent has been assigned or anticipated and no Assignor's Rights or Guaranties have been assigned;

(e) No Rent for any period subsequent to the date of this Assignment, other than security or other deposits provided for in the Leases, has been collected in advance of the times when due under the terms of the respective Identified Leases; and Assignor shall not claim or permit any lessee or any person in possession of any portion of the Premises to claim any right of set-off against any such Rent; and

(f) Assignor has delivered to Lender true and complete copies of all Identified Leases described in Exhibit "B" and that such Identified Leases are all of the Leases currently in effect affecting the Premises.

3.2 Future Performance. Assignor covenants:

(a) To observe and perform all of the obligations imposed upon the lessor under the Leases and not to do or permit to be done anything to impair the security thereof;

(b) Not to consent to or allow the assignment or subletting of the lessee's interest in any of the Leases without the prior written consent of Lender;

(c) Not to collect any of the Rents, other than security or other deposits provided for in the Leases, in advance of the time when the same becomes due;

(d) Not to hereafter assign, sell, pledge, or encumber any of the Assigned Security except as hereinafter set forth;

(e) Not to alter, modify, or change the terms of any Lease, Assignor's Rights or Guaranty, cancel or terminate (except for a tenant default) the same, accept a surrender thereof, or in any manner release or discharge any lessee from any obligation or covenant of any Lease, Assignor's Rights or Guaranty, without the prior written consent of Lender;

(f) At Lender's request, to assign and transfer to Lender specifically in writing any and all Future Leases and to execute and deliver, at the request of Lender, all such further assurances and assignments pertaining to the Premises as Lender may from time to time require;

(g) To warrant and defend the Assigned Security against all adverse claims, whether now or hereafter arising;

(h) To enforce or secure the performance of each and every obligation, covenant, condition and agreement to be performed by the tenant under each and every Lease, Assignor's Rights and Guaranty;

(i) To observe and comply with all provisions of law applicable to the operation, use, occupancy, maintenance and ownership of the Premises;

(j) To give prompt, written notice to the Lender of any notice given by a lessee claiming default on the part of the Assignor with respect to any Lease, Assignor's Rights or Guaranty, and to also appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any Assigned Security;

(k) Not to lease or otherwise permit the use of all or any portion of the Premises for rent that is below the fair market rent for such property;

(l) If any of the Leases provide for the abatement of rent during repair of the premises demised thereunder by reason of fire or other casualty, the Assignor shall furnish rental insurance to

Lender in amount and form, and written by insurance companies, as shall be satisfactory to Lender; and

(m) Not hereafter permit any of the Assigned Security to become subordinate to any lien other than the lien of the Mortgage and any liens to which the Mortgage is now, or may pursuant to its terms become, subordinate; nor terminate, modify or amend any of the Leases, Assignor's Rights or Guaranties or any of the terms thereof without the prior written consent of Lender, and any attempted termination, modification or amendment of any of the Leases, Assignor's Rights or Guaranties without such written consent shall be null and void.

ARTICLE IV
DEFAULTS AND REMEDIES

4.1 Absence of Default. Although this Assignment is intended to be a present assignment, Assignor shall have the right to collect at the time of, but not prior to, the payment dates provided in the Leases, all Rents, and to retain, use, and enjoy the same; provided that none of the following events shall occur, each of which shall constitute a default ("Default") hereunder:

(a) Assignor's failure to pay any amount due herein or secured hereby, which failure continues for more than five (5) days from the due date;

(b) Assignor's failure to timely perform or observe any other provision of this Assignment which remains uncured for twenty one (21) days after the earlier of Assignor's becoming aware of such failure or notice thereof given by Lender to Assignor;

(c) A default uncured within the applicable cure period, if any, in the payment or performance of the Liabilities;

(d) Lender's finding that any statement, representation or warranty made herein by Trustee or Beneficiary is untrue or incomplete in any material respect; or

(e) A default, "Event of Default" or "Default" pursuant to the Note or any of the other Loan Documents, subject to applicable cure periods, if any.

All Rents which accrue prior to a Default but are paid thereafter shall be paid to the Lender.

4.2 Exercise of Lender's Rights. Any time after the occurrence of a Default, Lender may, at its option, take the actions described below, without in any way waiving such Default, without notice and without regard to the adequacy of the security for the Liabilities. Lender may act either in person or by an agent or by a receiver appointed by a court. Lender may:

(a) Take possession of all or any part of the Premises or any other property described in any or all of the Leases, the Mortgage and the other Loan Documents, to have, hold, manage, lease, sell, and operate the same on such terms and for such periods of time as Lender may deem proper;

(b) Either with or without taking possession of such Premises, in Lender's own name, sue for or otherwise collect and receive all Rents, including those past due and unpaid, with full power to make, from time to time, all alterations, renovations, repairs or replacements to or of any part of the Premises as may seem proper to Lender and to apply such Rents, in payment of any or all of the following, in such order and manner as Lender may in its sole discretion determine, any statute, law, custom, or use to the contrary notwithstanding:

(i) All expenses of managing the Premises, including, without limitation, the salaries, fees, and wages of any managing agent and such other employees as Lender may deem necessary or desirable;

(ii) All expenses of operating and maintaining the Premises, including, without limitation, all taxes, charges, claims, assessments, water rents, sewer rents, any other liens, premiums for all insurance that Lender may deem necessary or desirable, and the cost of all alterations, renovations, repairs, or replacements;

(iii) All expenses incident to taking and retaining possession of the Premises; and

(iv) The Liabilities, including, without limitation, all costs and attorneys' fees;

(c) At Lender's option, perform Assignor's obligations hereunder or pursuant to any of the Assigned Security, or cure Assignor's default, in such manner and to such extent as Lender deems appropriate;

(d) Make, enforce, modify and accept surrender of the Leases, Assignor's Rights and Guaranties;

(e) Perform any and all other acts necessary or proper to protect the security of this Assignment;

(f) Apply for, and the Assignor hereby consents to, the appointment of a receiver of the Premises or any portion thereof, whether or not foreclosure proceedings have been commenced under the Mortgage, and if such proceedings have been commenced, whether or not a foreclosure sale has occurred; and

(g) Avail itself of any rights, powers or remedies granted in the other Loan Documents, which remedies are cumulative to those granted herein.

The Assignor hereby appoints irrevocably the Lender its true and lawful attorney in its name and stead and authorizes Lender to take any or all of the actions described above. Powers of attorney conferred upon Lender pursuant to this Assignment are powers coupled with an interest and cannot be revoked, modified or altered without Lender's written consent. The exercise by Lender of the rights, powers and remedies granted it in this Paragraph 4.2, collection of the Rents and their application as provided herein, shall not be considered a waiver of any Default. Assignor's obligations hereunder shall survive foreclosure of the Mortgage, and Assignor covenants to observe and comply with all its obligations under this Assignment and the other Loan Documents throughout any period of redemption after foreclosure of the Mortgage.

4.3 Non-Liability of Lender and Indemnity. Lender shall not be liable for any loss sustained by Assignor resulting from Lender's failure to let the Premises after a Default or from any other act or omission of Lender in managing, using, occupying or maintaining the Premises after a Default unless such loss is directly and solely caused by the willful misconduct and bad faith of Lender. Lender shall not be obligated to perform or discharge, nor does Lender hereby undertake to perform or discharge, any obligation, duty, or liability of Assignor or any other party under any Assigned Security or under or by reason of this Assignment. This Assignment shall not operate to make Lender responsible for: (i) the control, care, management, or repair of the Premises; (ii) the carrying out of any of the terms and conditions of any Lease; (iii) any waste committed on the property by the lessees or by any other parties or for any dangerous or defective conditions of the Premises; or (iv) any negligence in the management, upkeep, repair, or control of the Premises resulting in loss or injury or death to any lessee, licensee, employee, or stranger. This Assignment shall not be construed as constituting the Lender a "mortgagee in possession" of the Premises. Lender has not received any security deposit with respect to any Lease, and assumes no responsibility for any such security deposit until such time such security deposit (specified as such with specific reference to the Lease pursuant to which deposited) may be transferred to Lender and accepted by Lender by notice to the tenant under such Lease.

Assignor shall, and does hereby agree to, protect, defend, indemnify, and hold Lender harmless from and against any and all claims, liability, loss, cost, damage or expense, including reasonable attorney's fees, which Lender may or might incur by reason of: (a) the Leases, Lessor's Rights or Guaranties; (b) this Assignment; (c) any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms, covenants, or agreements contained in the Leases; or (d) any action taken or omitted by Lender or its agents under this Assignment, unless constituting willful misconduct or gross negligence. Should Lender incur any such liability, loss or damage, the amount thereof, including costs, expenses, and reasonable attorneys' fees, shall be paid by Assignor upon demand of Lender and shall constitute a part of the Liabilities.

4.4 Collection of Rent. Assignor hereby and irrevocably authorizes and directs the lessee named in any Lease, whether now or hereafter existing, the occupant of all or any part of the Premises, or the obligor named in any Guaranty, upon receipt from Lender of written notice to the effect that Lender is then the holder of the Note and that a Default exists, to pay over to Lender all Rents, arising or accruing under such Lease or from all or any part of the premises described therein and to continue so to do until otherwise notified by Lender. Assignor agrees that lessees shall have the right to rely upon such demand

and notice from Lender and shall pay such Rents to Lender without any obligation or right to determine the actual existence of any such Default or the Lender's right to receive such Rents, notwithstanding any notice from or claim of Assignor to the contrary, and without the need for a judicial determination that a Default has occurred. Assignor shall have no right or claim against such lessees for any such Rents so paid by tenants to Lender. Assignor agrees that it will at Lender's request take such action as Lender may from time to time request to assist Lender in exercising any rights hereunder, including joining in a written direction to lessees to pay Rents to Lender.

4.5 Other Security. Lender may take or release other security for the Liabilities, release any party primarily or secondarily liable therefor, apply any other security held by it to the satisfaction thereof; all without prejudice to any of its rights under this Assignment.

4.6 Waivers. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the rights, powers and remedies granted it shall be deemed to be a waiver by Lender of its rights, powers and remedies under the other Loan Documents. This Assignment is made and accepted without prejudice to any of the rights, powers and remedies possessed by Lender under any of the other Loan Documents. The right of Lender to collect the Liabilities and to enforce any other security held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

4.7 Amounts Held in Trust for Lender. Any amounts received by Assignor or its agents for performance of any actions prohibited by the terms of this Assignment, including any amounts received in connection with any cancellation, modification or amendment of any of the Leases prohibited by the terms of this Assignment, and any amounts received by Assignor as Rents, from and after the date of any Default, shall be held by Assignor as trustee for Lender and all such amounts shall be accounted for to Lender and shall not be commingled with other funds of the Assignor. Any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same in trust for Lender as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith. By way of example, such notice may be given by an instrument recorded with the Recorder of Deeds of the county in which the Premises are located stating that Assignor has received or will receive such amounts in trust for Lender.

ARTICLE V
MISCELLANEOUS

5.1 Notices. Except for any notice required under applicable law to be given in another manner, any notice that Lender or Assignor may desire or be required to give under This Assignment or any of the Loan Documents to any other party hereto shall be in writing and shall be deemed to have been properly given, served and received: (i) if delivered by messenger, when delivered; (ii) if deposited in the United States certified or registered mail, postage prepaid, return receipt requested, on the third business day after depositing in the mail; or (iii) if delivered by reputable overnight express carrier, freight prepaid, the next business day after delivery to such carrier, addressed to such party as follows:

(a)	if to Assignor:	Chicago Title Land Trust Company under Trust Agreement dated May 1, 2002 and known as Trust Number 1110819 171 North Clark Street Chicago, Illinois 60601
	and to:	4720 North Racine LLC 4550 North Winchester LLC 332 North Harvey Avenue Oak Park, Illinois 60302 Attention.: David Lehman
	and to:	DWS Ownership, L.L.C. c/o Bernhardt Associates 1550 West Carroll Chicago, Illinois 60607 Attention: Alex Bernhardt
	With a copy to:	Sulzer & Shopiro, Ltd. 10 South LaSalle Street Suite 3505 Chicago, Illinois 60603 Attention: James M. Sulzer
	with a copy to:	Gass and Lewis, Ltd. 29 South LaSalle Street Suite 340 Chicago, Illinois 60603 Attention: Stanford E. Gass, Esq.
(b)	if to Lender:	The Private Bank and Trust Company 10 North Dearborn Chicago, Illinois 60602 Attention: James Wagner
	with a copy to:	Schain, Burney, Ross & Citron, Ltd. 222 North LaSalle Street Suite 1910 Chicago, Illinois 60601 Attn: Richard H. Levy, Esq.

Any party may change the address to which notices may be sent by notice to the other party or parties as provided herein.

5.2 Governing Law. The place of negotiation, execution, and delivery of this Assignment, the location of the Premises, and the place of payment and performance under the Loan Documents being Illinois, this Assignment shall be construed and enforced according to the laws of Illinois.

5.3 Severability. If any provision of this Assignment, or any paragraph, sentence, clause, phrase, or word, or their application, in any circumstance, is held invalid, the validity of the remainder of this Assignment shall be construed as if such invalid part were never included.

5.4 Headings. The headings of sections and paragraphs in this Assignment are for convenience or reference only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions of this Assignment.

5.5 Grammar. As used in this Assignment, singular and plural nouns, and masculine, feminine, and neuter pronouns, shall be fully interchangeable where the context so requires.

5.6 Successors and Assigns. This Assignment shall be binding upon Borrower, its successors, assigns, legal representatives, and all other persons or entities claiming under or through Borrower. This Assignment shall be binding upon Beneficiary, its successors, assigns, legal representatives and all other persons or entities claiming under or through Beneficiary. The word "Lender," when used herein, shall include Lender's successors, assigns, and legal representatives, including all other holders, from time to time, of the Note.

5.7 Conflicts. In case of any conflict between the terms of this Assignment and those of the Mortgage, the terms of the Mortgage shall prevail.

5.8 Joint and Several Liability. Beneficiary and Borrower shall be jointly and severally liable hereunder. An action to enforce this Assignment may be brought against either Beneficiary or Borrower without any requirement of joinder of the other party in such action. Any amounts due under this Assignment may be recovered in full from either Beneficiary or Borrower.

5.9 Trustee Exculpation. This Assignment is executed and delivered by Chicago Title Land Trust Company not personally, but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee. The Trustee hereby personally warrants that it possesses full power and authority to execute and deliver this Assignment. It is expressly understood and agreed that nothing contained in this Assignment shall be construed as creating any liability on the Trustee personally to pay or perform the Liabilities secured by this Assignment or any interest that may accrue thereon or to perform any covenant, express or implied, contained herein, all such personal liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder.

5.10 Waiver of Jury Trial. ASSIGNOR AND LENDER WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (i) UNDER THIS ASSIGNMENT, THE OTHER LOAN DOCUMENTS OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH, OR (ii) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT OR THE OTHER LOAN DOCUMENTS. ASSIGNOR AND LENDER AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[signatures appear on following page]

F:\HOME\RHL\LOANS\THE PRIVATE BANK\RAVENSWOOD\ASSIGN-LEASES-CLN2.DOC

IN WITNESS WHEREOF, Borrower and Beneficiary have caused this Assignment to be executed as of the date stated above.

Chicago Title Land Trust Company,
not personally but solely as Trustee as aforesaid

By: Lynda S. Barrie
Name: LYNDA S. BARRIE
Title: ASST VICE PRESIDENT

Attest: ~~Attestation not required~~
Name: ~~pursuant to corporate by-laws.~~
Title:

4720 North Racine, LLC,
an Illinois limited liability company

By:
Name: David Lehman
Title: Manager

4550 North Winchester LLC
an Illinois limited liability company

By:
Name: David Lehman
Title: Manager

DWS Ownership, L.L.C.
an Illinois limited liability company

By:
Name: ALEX BERNHARDT
Title: MANAGER

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the excercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LYNDA S. BARRIE personally known to me to be the ASST. VICE President of **Chicago Title Land Trust Company**, and _____, personally known to me to be the _____ Secretary of said Trust Company whose names are subscribed to the within instrument, appeared before me this day in person and severally acknowledged that as such President and such Secretary of said Trust Company they signed and delivered the said instrument of writing as such President and such Secretary of said Trust Company and caused the seal of said Trust Company to be thereunto affixed, as their free and voluntary act and as the free and voluntary act and deed of said Trust Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of June, 2002.

Notary Public

My Commission Expires: _____

"OFFICIAL SEAL"
LIDIA MARINCA
Notary Public, State of Illinois
My Commission Expires 4/30/06

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that David Lehmann, the Manager of **4720 North Racine, LLC**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument pursuant to the authority given by the operating agreement of the company, as his/her own free and voluntary acts and as the free and voluntary act of said company, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 18th day of June, 2002.

Notary Public

My Commission Expires: _____

"OFFICIAL SEAL"
STANFORD E. GASS
COMMISSION EXPIRES 03/31/04

STATE OF ILLINOIS)
) ss.
COUNTY OF ~~COOK~~ LAKE)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that David Kinney, the Manager of **4550 North Winchester LLC**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument pursuant to the authority given by the operating agreement of the company, as his/her own free and voluntary acts and as the free and voluntary act of said company, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 18th day of June, 2002.

Notary Public

"OFFICIAL SEAL"
STANFORD E. GASS
COMMISSION EXPIRES 03/31/04

My Commission Expires: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF ~~COOK~~ LAKE)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Alex Lenhardt, the Manager of **DWS Ownership, L.L.C.**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument pursuant to the authority given by the operating agreement of the company, as his/her own free and voluntary acts and as the free and voluntary act of said company, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 18th day of June, 2002.

Notary Public

"OFFICIAL SEAL"
STANFORD E. GASS
COMMISSION EXPIRES 03/31/04

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

PARCEL 1: LOTS 1, 2, AND 3 OF SAMUEL BROWN JR.'S SUBDIVISION OF LOTS 13 AND 14 IN BLOCK 14 IN RAVENSWOOD, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 18, AND PART OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 1 AND 2 IN FELIX J. CANDA'S RESUBDIVISION OF LOT 15 IN BLOCK 14, IN RAVENSWOOD, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, AND PART OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOTS 16 THROUGH 24, BOTH INCLUSIVE, IN BLOCK 14 IN RAVENSWOOD BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, AND PART OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: LOTS 1 THROUGH 10, BOTH INCLUSIVE, AND LOTS 13 THROUGH 24, BOTH INCLUSIVE, IN BLOCK 15 IN RAVENSWOOD BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, AND PART OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5: ALL THAT PART OF NORTH WINCHESTER AVENUE LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 17 TO 24, BOTH INCLUSIVE, IN BLOCK 14, LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 1 TO 8, BOTH INCLUSIVE, IN BLOCK 15 AND LYING NORTH OF AND ADJOINING A LINE DRAWN FROM THE SOUTHWEST CORNER OF SAID LOT 17 IN BLOCK 14 TO THE SOUTHEAST CORNER OF SAID LOT 8 IN BLOCK 15 ALL IN RAVENSWOOD AFORESAID, SAID PART OF PUBLIC STREET BEING FURTHER DESCRIBED AS ALL THAT PART OF NORTH WINCHESTER AVENUE LYING BETWEEN WEST WILSON AVENUE AND A LINE DRAWN 392 FEET, MORE OR LESS, SOUTH OF AND PARALLEL THERETO, IN COOK COUNTY, ILLINOIS.

PARCEL 6: THAT PART OF THE NORTH AND SOUTH VACATED ALLEY PER DOCUMENT 24015075, LYING WEST OF AND ADJOINING LOTS 1 TO 10 AND LYING EAST OF AND ADJOINING LOTS 15 TO 24, IN BLOCK 15 IN RAVENSWOOD AFORESAID AND LYING NORTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 10 TO THE SOUTHEAST CORNER OF LOT 15 AFORESAID, ALSO THAT PART OF THE WEST HALF OF THE NORTH AND SOUTH VACATED ALLEY PER DOCUMENT 24015075 LYING EAST OF THE ADJOINING LOTS 13 AND 14 IN BLOCK 15 IN RAVENSWOOD AFORESAID AND LYING SOUTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 10 TO THE SOUTHEAST CORNER OF LOT 15 AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 7: LOTS 11 AND 12 IN BLOCK 15 IN RAVENSWOOD BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, AND PART OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8: THAT PART OF THE EAST ½ OF THE NORTH AND SOUTH VACATED ALLEY PER DOCUMENT 24015075, LYING WEST OF AND ADJOINING LOTS 11 TO 12 IN BLOCK 15 IN RAVENSWOOD AFORESAID AND LYING SOUTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 10 TO THE SOUTHEAST CORNER OF LOT 15 AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4550 N. WINCHESTER AVENUE, CHICAGO, ILLINOIS

PERMANENT INDEX NUMBERS:
14-18-212-003 through –014 inclusive
14-18-212-024 and -026
14-18-213-001 through –007 inclusive

EXHIBIT "B"
IDENTIFIED LEASE(S)

1.

2.

COPY

SCHEDULE 6

20798052

Lease	Tenant	Building Address	Suite	City, ST, Zip	S.F.	Lease Expires	Lease Dated	Mo. Base Rent	Security Deposit
321860	SUHAIL KHADRA, M.D.	1945 W. Wilson Ave.	5120	Chicago, IL 60657	786	12/31/02	12/10/01	$ 195.22	$ -
321861	BONE AND JOINT	1945 W. Wilson Ave.	1100	Chicago, IL 60657	2300	10/31/05	11/01/95	$ 4,577.00	$ 7,810.00
321862	SANJAY AMIN, M.D.	1945 W. Wilson Ave.	1111	Chicago, IL 60657	860	04/30/02	04/09/99	$ 1,639.73	$ -
321863	ASSOCIATES IN NEPHROLOGY	1945 W. Wilson Ave.	1113	Chicago, IL 60657	534	04/30/02	05/08/01	$ 1,108.80	$ 1,170.63
321864	BALASUBRAMANIAM IYER, M.D.	1945 W. Wilson Ave.	1115	Chicago, IL 60657	832	09/30/04	03/01/01	$ 1,599.52	$ 1,879.17
321865	RAVENSWOOD DENTAL GROUP LTD.	1945 W. Wilson Ave.	5106	Chicago, IL 60657	1505	12/31/06	12/20/96	$ 3,045.12	$ -
321867	AMOS MADANES, M.D.	1945 W. Wilson Ave.	5114	Chicago, IL 60657	1231	04/30/03	12/20/01	$ 291.59	$ -
321868	HENRY I. MEISELS, M.D.	1945 W. Wilson Ave.	5118	Chicago, IL 60657	1007	12/31/00	01/01/98	$ 2,054.28	$ -
~~321869~~	~~NORA VASQUEZ LIM, M.D.~~	~~1945 W. Wilson Ave.~~	~~5129~~	~~Chicago, IL 60657~~	~~1093~~	~~03/31/02~~	~~01/05/01~~	~~$ 665.00~~	~~$~~
321870	ERNEST GUTMANN, M.D.	1945 W. Wilson Ave.	6113	Chicago, IL 60657	746	12/31/03	01/01/99	$ 1,436.67	$ -
321874	CARDIAC CARE CONSULTANTS, LTD.	1945 W. Wilson Ave.	5117	Chicago, IL 60657	1587	12/31/02	01/18/00	$ 318.76	$ -
321875	ANDREA FINK, PH.D. RAV Oct 98 - start 6/12/00	1945 W. Wilson Ave.	6109	Chicago, IL 60657	756	need copy 6/30/01	6/12/00	$ 286.28	$ -
321877	ANDREW MARTORANA, M.D.	1945 W. Wilson Ave.	6117	Chicago, IL 60657	360	12/31/02	01/18/00	$ 712.92	$ 615.00
321878	UPTOWN ORTHOPEDIC SURGEONS, SC	1945 W. Wilson Ave.	6110/6118	Chicago, IL 60657	1492	05/31/05	05/16/00	$ 2,869.61	$ -
321879	ASAD REDJAI, M.D.S.C.	1945 W. Wilson Ave.	6120	Chicago, IL 60657	786	12/31/01	01/01/99	$ 1,512.74	$ -
321880	H. CLARK FEDERER, M.D.	1945 W. Wilson Ave.	5117	Chicago, IL 60657	1587	12/31/02	01/18/00	$ 318.76	$ -
321882/321884	ELLIOTT OSTRO, M.D. / GARY WEISMAN, M.D.	1945 W. Wilson Ave.	1112	Chicago, IL 60657	1570	10/31/05	07/06/95	$ 2,822.23	$ 2,767.13
322176	GEORGE WYHINNY, M.D.	1945 W. Wilson Ave.	3rd Floor	Chicago, IL 60657	498	12/31/02	12/10/01	$ 187.85	$ -
322470	FRANK NADOR, M.D.	1945 W. Wilson Ave.	6108	Chicago, IL 60657		12/31/02	01/18/00	$ 280.08	$ -
322829	SILVANA SHLIAPOCHNEK	1945 W. Wilson Ave.	6119	Chicago, IL 60657	570	08/31/02	07/18/01	$ 1,105.44	$ 1,105.44
being split	Ravenswood Medical Professional Group RAV 0527	1945 W. Wilson Ave.	4th Floor	Chicago, IL 60657	10982	05/01/02	12/31/05	$ 13,425.50	$ -
	~~(CINN) CHICAGO INSTITUTE OF NEUROSURGERY AND NEURORESEARCH MEDICAL GROUP~~	~~4500 N. Winchester~~		~~Chicago, IL 60657~~		~~01/31/01~~	~~12/31/01~~	~~$77,918.07~~	~~$77,918.07~~

Note 5

RMC Residence Building JUNE 2002 Rent Report

Name	Apartment	1 or 2 Bedroom	Rent Amount
Webster, Treasa	601	2	625.00
VACANT	602	1	0.00
VACANT	603	1	0.00
Brown, Marianna	604	2	625.00
Willie Aaron	605	2	0.00
VACANT	606	1	0.00
Conways / patient MONTH OF APRIL	607	1	525.00
Doris Robles	608		0.00
CINN VISITORS	308 /507	2	
Vacant	701	2	0.00
Vacant	702	1	0.00
Vacant	703	1	0.00
Maroly, Poonam	704	2	625.00
VACANT	705	2	0.00
MIKE Brindle	706	1	? 262.50
Shah, Tushar	707	1	525.00
VACANT	708	2	0.00
Walasek, Alina	801	2	625.00
Yoon Soon, Ja	802	1	525.00
VACANT	803	1	0.00
Kamysz, Szmaular	804	2	625.00
Vacant	805	2	0.00
Cretu, Mihaela	806	1	525.00
David Howery Rent payment for May	807 HAS NOT PAID FOR JUNE	1	525.00
Otlewski, Kristal	808	2	625.00
Chetana, Vence	901	2	625.00
Barbara Dibold	902	1	525.00
VACANT	903	1	0.00
Lourdes v villar JUNE 1, TO JUNE 15, 2002	904	2	312.50 Now vacant moved to 1206
VACANT	905	2	0.00
Miranda, Cora	906	1	525.00
VACANT	907	1	0.00
Helen Cordon	908	1	625.00
Xinge, Hu	1001	2	625.00
Padhyaruksa, Nuvtana JUNE 1, TO JUNE 15, 2002	1002	1	262.50
Perla, Mark	1003	1	525.00
Williams, Carlette	1004	2	625.00
Vacant	1005	2	0.00
Peerhai, Mansoor	1006	1	525.00
Avalos, Marcela	1007	1	525.00

Bozin, Sandy JUNE10,	1008	2	208.33	
Jaros Antino	1101	2	625.00	*
Surisook, Chongpobeck	1102	1	525.00	*
Adriana Muench	1103	1	525.00	*
Syed Ahamed	1104	2	625.00	*
Steigl, Millie	1105	2	625.00	*
VACANT	1106	1	0.00	
DR Samy Bharathi	1107	1	525.00	*
Majeed, Asad	1108	2	625.00	*
VACANT	1201	2	0.00	
Mongonkeo, Japuporo	1202	1	525.00	*
Vacant needs repairs	1203	1	0.00	
Linda Sada	1204	2	625.00	*
Chirrvuri, Indira	1205	2	625.00	
~~Vacant~~ Y Velez	1206	1	262.50 for ~~0.00~~ Jun 15-Jun 30	
Atcha Rayshma	1207	1	525.00	*
Ali Syed Fasahat	1208	2	625.00	

RMC Rent Report JUNE 2002

RENT SUB TOTAL 14,325 262.50

SECURITY DEPOSIT APARTMENTS $ [redacted].000.00
SECURITY DEPOSIT FOR DORMS $ 0.00
TRANSFER FEE $ 0.00

Grand Total [redacted].000.00

APT [redacted] 608 DID NOT PAY RENT FOR MAY . I WILL SUBMIT THEIR NAMES TO THE LEGAL DEPARMENT . 5 Day Notice

APT # 605 HAS NOT PAID RENT FOR APRIL OR MAY WE ARE WAITING FOR A COURT DATE FROM THE LEGAL DEPARTMENT .

20796052

SCHEDULE OF ADVOCATE RENTS PER LEASES B-1 TO B-6

Month/ Date Due	SCP B-1	ADLER B-2	#3,4,5 B-3	Parking B-4	1945 W. Wilson B-5	Resid. B-6	TOTAL
				no rent	no rent		
June 20-30/02	$28,570	$0	$0			$0	$28,570
Jul/1/02	$77,918	$13,000	$22,500			$23,000	$136,418
Aug/1	$77,918	$13,000	$22,500			$23,000	$136,418
Sep/1	$77,918	$13,000	$22,500			$23,000	$136,418
Oct/1	$77,918	$25,000	$22,500			$23,000	$148,418
Nov/1	$77,918	$25,000	$22,500			$23,000	$148,418
Dec/1	$77,918	$25,000	$22,500			$23,000	$148,418
Jan/1/03 **	$77,918	$25,000	$22,500				$125,418
Total	$573,996	$139,000	$157,500			$138,000	$1,008,496

Advocate has the rent-free use of the Parking Facility and certain space at 1945 W. Wilson for the term of months specified in leases B-4 and B-5. Advocate may also occupy certain space at the Professional Office Building from June 20-30, 2002, rent-free. Advocate has no security deposits for any Advocate lease.

Expires 9/31/03

MONTHLY RENTS, PROFESSIONAL OFFICE BUILDING
NON-ADVOCATE TENANCIES
SEE ATTACHED RENT-ROLL – $39,788.10
SECURITY DEPOSITS $15,347.37

MONTHLY RENTS, RESIDENCE BUILDING
NON-ADVOCATE TENANCIES
SEE ATTACHED RENT-ROLL – $13,700
(VACANT, LATE PAID NOT COUNTED)
SECURITY DEPOSITS -- NONE

** Suite 5114 $2359.42/mo expires June 30, 2003
Suite 6106 $2094.92/mo expires June 30, 2003

20796052