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D. Borrower, Original Indemnitor, Assumptor and Substitute Indemnitor have requested that Noteholder approve and consent to (i) the assumption by Assumptor of the liabilities and obligations of Borrower under the Note and the other Loan Documents, and (ii) the assumption by Substitute Indemnitor of the liabilities and obligations of Original Indemnitor under the Guaranty and the Hazardous Substances Indemnity Agreement.

E. Upon the conditions set forth herein, Noteholder is willing to approve and consent to (i) the assumption by Assumptor of the liabilities and obligations of Borrower under the Note and the other Loan Documents, and (ii) the assumption by Substitute Indemnitor of the liabilities and obligations of Original Indemnitor under the Guaranty and the Hazardous Substances Indemnity Agreement.

### AGREEMENT

In furtherance of the foregoing, Borrower, Original Indemnitor, Assumptor, Substitute Indemnitor and Noteholder do hereby agree as follows:

1. **Assumption by Assumptor.** Assumptor, jointly and severally (if more than one Assumptor), hereby assumes and agrees, for the benefit of Noteholder and its successors and assigns, to be bound by, observe and perform, all past (to the extent unsatisfied), present and future liabilities, terms, provisions, covenants and obligations of Borrower under the Note and the other Loan Documents. Assumptor, jointly and severally (if more than one Assumptor), agrees that it will be bound by all of such terms and provisions, promptly pay all such liabilities and promptly observe and perform all such covenants and obligations, with the same force and effect as if Assumptor had originally executed and delivered the Note and other Loan Documents instead of Borrower and as if Borrower has never and/or had never been released of any obligation and/or liability under the Note and other Loan Documents. For the period of time from the inception of time up to and including the Closing Date, a reference in any Loan Document, including the Note, to Borrower, therefore, shall also be deemed a reference to Assumptor. For the period of time from and after the Closing Date, a reference in any Loan Document to Borrower, shall be deemed a reference to only Assumptor. Assumptor hereby consents to the release by Noteholder, at any time, of Borrower's obligations and liabilities under the Loan Documents; Assumptor hereby acknowledges that any such release of Borrower shall not affect Assumptor's obligations and liabilities under the Loan Documents.

2. **Assumption by Substitute Indemnitor.** As a condition to Noteholder entering into this Assumption Agreement, Noteholder has required that Substitute Indemnitor assume the obligations and liabilities of Original Indemnitor under the Guaranty and the Hazardous Substances Indemnity Agreement described in Exhibit "A", and Noteholder would not be entering into this Assumption Agreement without such assumption of liability by the Substitute Indemnitor. Substitute Indemnitor has a direct or indirect interest in Assumptor and the transactions described herein are a benefit to Assumptor and Substitute Indemnitor. Substitute Indemnitor, jointly and severally (if more than one Substitute Indemnitor), hereby assumes and agrees, for the benefit of Noteholder and its successors and assigns, to be bound by, observe and perform, all past (to the extent unsatisfied), present and future liabilities, terms, provisions, covenants and obligations of Original Indemnitor under the Guaranty and the Hazardous Substances Indemnity Agreement. Substitute Indemnitor,

CONSENT AND ASSUMPTION AGREEMENT:

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jointly and severally (if more than one Substitute Indemnitor), agrees that it will be bound by all of such terms and provisions, promptly pay all such liabilities and promptly observe and perform all such covenants and obligations, with the same force and effect as if Substitute Indemnitor had originally executed and delivered the Guaranty and the Hazardous Substances Indemnity Agreement instead of Original Indemnitor and as if Original Indemnitor has never and/or had never been released of any obligation or liability under any Loan Document. For the period of time from the inception of time up to and including the Closing Date, a reference in any Loan Document, including the Note, to Original Indemnitor, therefore, shall also be deemed a reference to Substitute Indemnitor. For the period of time from and after the Closing Date, a reference in any Loan Document to Original Indemnitor, shall be deemed a reference to only Substitute Indemnitor. Substitute Indemnitor hereby consents to the release by Noteholder, at any time, of Original Indemnitor or Original Indemnitor's obligations and liabilities under the Loan Documents; Substitute Indemnitor hereby acknowledges that any such release of Original Indemnitor shall not affect Substitute Indemnitor's obligations and liabilities under the Loan Documents.

3. **Confirmation of Loan Balance.** The parties hereby acknowledge and agree that the principal balance of the Note as of October 14, 2004, is \$2,336,045.66. This amount has been determined after taking into account the payment received by Noteholder due for October, 2004.

4. **Confirmation of Reserve Balances.** The parties hereby acknowledge and agree that, as of October 14, 2004, in accordance with the Note and the Loan Documents, the following balances for impound, reserve and/or escrow accounts are maintained with Noteholder:

Tax Escrow	\$110,464.40
Insurance Escrow	11,817.19
Replacement Reserve	662.93

Such impound, reserve and/or escrow accounts are hereby assigned by Borrower to Assumptor.

5. **Consent to Assumption.** Subject to the conditions contained herein, Noteholder hereby consents to the transfer of the Property (defined below) to Assumptor.

6. **Release of Borrower and Original Indemnitor.** Subject to the terms of this Assumption Agreement and as set forth below, Noteholder hereby releases Borrower from further personal liability under the Note and the other Loan Documents for any acts or events occurring or obligations arising after the Closing Date which are not caused by, or do not arise out of, any acts or events occurring or obligations arising prior to or simultaneously with the Closing Date, and Noteholder hereby releases Original Indemnitor from further personal liability under the Guaranty and the Hazardous Substances Indemnity Agreement described in **Exhibit "A"** for any acts or events occurring or obligations arising after the Closing Date which are not caused by, or do not arise out of, any acts or events occurring or obligations arising prior to or simultaneously with the Closing Date; provided, however, the provisions of this paragraph shall not (i) constitute a waiver, release or impairment of any obligation under the Note or the Loan Documents of Borrower or Original Indemnitor for any acts or events occurring, or obligations arising, prior to or simultaneously with, the Closing Date; (ii) impair the right of Noteholder to name Borrower, for purposes of extinguishing Borrower's interest in the Property (which term shall have the same definition herein as assigned to

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the appointment of a receiver; (iv) impair the enforcement of the Assignment of Leases executed in connection with the Mortgage; and (v) impair the right of Noteholder to bring suit against Borrower and/or Original Indemnitor for any acts or events occurring, or obligations arising, prior to or simultaneously with the Closing Date. Nothing contained in this section shall (1) be deemed to be a release or impairment of the indebtedness evidenced by the Note or the lien of the Loan Documents upon the Property, or (2) preclude Noteholder from foreclosing the Loan Documents in case of any default or from enforcing any of the other rights of Noteholder except as stated in this paragraph.

7. **Conditions.** It shall be a condition to the effectiveness of this Assumption Agreement that on or before the Closing Date, (i) the Borrower shall have paid the Noteholder all payments under the Loan Documents which shall have become due and payable as of the Closing Date, (ii) the Assumptor shall have deposited such sums with the Noteholder to comply with the impound and reserve funds provisions of the Loan Documents, including, but not limited to, Section 1.8 and Exhibit C of the Mortgage, (iii) fee simple title to the Property shall have been conveyed by Borrower to Assumptor, with the conveyance instrument recorded with the land records recording officer of Cook County, Illinois, (iv) all taxes due and payable for the Property must be paid current as of the Closing Date, (v) the Assumptor shall cause to be delivered to the Noteholder an opinion of counsel, satisfactory to the Noteholder as to form, substance and rendering attorney, opining to the validity and enforceability of this Assumption Agreement and the terms and provisions hereof, and any other agreement executed in connection with the transactions contemplated hereby, the authority of the Assumptor and Substitute Indemnitor and any constituents of the Assumptor and Substitute Indemnitor, to execute and deliver this Assumption Agreement and perform their obligations under the Note and other Loan Documents, and such other matters as reasonably requested by the Noteholder, (vi) Assumptor and Borrower shall cause to be delivered to Noteholder, at Borrower's and Assumptor's expense, a lender's title policy, or an endorsement to an existing lender's policy, insuring the Mortgage as modified by this Assumption Agreement as a valid first lien on the Property, naming the Noteholder as the insured thereunder, and naming the Assumptor as owner of the Property, which policy shall insure that, as of the date of the recording of this Assumption Agreement, the Property shall not be subject to any additional exceptions or liens other than those conditions in the original title policy insuring the lien of the Mortgage and delivered in connection with the Mortgage, (vii) Assumptor shall obtain, and provide Noteholder with proof thereof satisfactory to Noteholder, insurance for the Property which satisfies the requirements of the Mortgage and Assumptor shall have paid one year's premium in advance on such insurance, (viii) the establishment of a Tenant Improvement and Leasing Commissions Reserve Account to be funded monthly at the rate of \$1,766.67, with an initial deposit of \$50,000.00, and (ix) Assumptor shall deliver to Noteholder such other documents as Noteholder shall reasonably request such as new financing statements or amendments to existing financing statements. Noteholder, at any time, may in its sole discretion and in writing, waive the requirements of this section and upon such waiver, this Assumption Agreement shall be effective, at Noteholder's election, as of the Closing Date or as of the date of such writing.

8. **Substitution of Persons under Loan Documents.** All references to "Bank", "Lender", "Payee", "Secured Party", "Mortgagee", "Assignee" or "Beneficiary" set forth in the Note or any of the Loan Documents shall be, as of December 1, 1998, deemed to be references to Noteholder.

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Noteholder.

9. **Ratifications.** Borrower, Original Indemnitior, Assumptior and Substitute Indemnitior, hereby agree as follows:

(a) The terms and provisions set forth in this Assumption Agreement shall modify and supersede all inconsistent terms and provisions set forth in the Note and the Loan Documents and except as expressly modified and superseded by this Assumption Agreement, the terms and provisions of the Note and the Loan Documents are ratified and confirmed and shall continue in full force and effect. Borrower, Original Indemnitior, Assumptior and Substitute Indemnitior agree that the Note and the Loan Documents, as amended hereby, shall continue to be legal, valid, binding and enforceable in accordance with their respective terms; and

(b) Borrower and Assumptior hereby ratify, confirm, and to the extent it will not release, terminate, interfere with or otherwise do away with any and all existing liens, security interests or encumbrances securing the Note, grant and regrant to Noteholder any and all liens, security interests and encumbrances created thereby (to the extent collateral covered by the Loan Documents has not previously been released in writing by the beneficiary of the liens, security interests and encumbrances), and agree that: (i) same shall be for the benefit of and to secure the Note, as amended hereby, and all other indebtedness described in the Loan Documents, (ii) the assumption by Assumptior of the Note and the Loan Documents shall in no manner affect or impair the liens, security interests or encumbrances securing the Note, (iii) said liens, security interests or encumbrances shall not in any manner be waived, the purpose of this Assumption Agreement being to permit Assumptior to assume the obligations of Borrower under the Note and the Loan Documents, and (iv) the liens, security interests and encumbrances created by the Loan Documents are acknowledged by Borrower and Assumptior to be valid and subsisting as security for and for the benefit of the Note and all other indebtedness described in the Loan Documents.

10. **Representations and Warranties.**

(a) Each of Borrower, Original Indemnitior, Assumptior and Substitute Indemnitior (each as to itself only) hereby represents and warrants to Noteholder that the execution, delivery and performance of this Assumption Agreement and any and all other documents executed and/or delivered in connection herewith have been authorized by all requisite company, partnership or corporate action and do not and will not violate its charter, its partnership agreement, its articles of organization and operating agreement, or its bylaws and articles of incorporation, its trust agreement, as the case may be.

(b) Borrower and Original Indemnitior (each as to itself only) represent and warrant to Noteholder, Assumptior and Substitute Indemnitior that neither of them is in default under the Loan Documents as of the date of execution of this Assumption Agreement.

(c) Noteholder represents and warrants, that after giving effect to the terms of this Assumption Agreement and based upon the actual conscious knowledge of Noteholder, there

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exists no event of default based upon failure to make payments on the Note as and when due.

(d) Without limiting the provisions of this Assumption Agreement and the Loan Documents, Assumtor hereby represents, warrants and covenants unto Noteholder as of the date hereof that Assumtor complies and will comply with Section 1.33 of the Mortgage.

(e) Substitute Indemnitor hereby represents and warrants to Noteholder that there has been no adverse change in the financial position of the Substitute Indemnitor from the financial position of the Substitute Indemnitor as set forth in the financial information provided by Substitute Indemnitor to OCM in connection with this transaction.

(f) Assumtor and Substitute Indemnitor hereby represent and warrant to Noteholder that all funds provided by Assumtor's constituents to Assumtor are in the form of capital contributions and are not loans to Assumtor. Assumtor and Substitute Indemnitor hereby represent and warrant to Noteholder that neither the Property nor the membership interests in Assumtor have been pledged or encumbered in connection with the acquisition of the Property by Assumtor.

11. **Event of Default.** A breach of any term of this Assumption Agreement by either Substitute Indemnitor or Assumtor shall be an Event of Default (as defined in the Mortgage) under the Mortgage, and Noteholder shall have such remedies as are available under the law and/or Mortgage.

12. **Insurance.** At all times, Assumtor shall comply with all terms of the Loan Documents, including the insurance requirements of the Mortgage. Although Noteholder may accept certain evidence of insurance for purposes of closing the loan assumption, Noteholder does not waive any of the insurance provisions of the Mortgage.

13. **Releases, Covenants Not to Litigate, and Assignments.** For the period of the inception of time to and including the date of recordation of this Assumption Agreement, and in consideration for Noteholder's consent to the assumption of the Note and Loan Documents described herein, Borrower, Original Indemnitor, Assumtor and Substitute Indemnitor hereby agree as follows (Borrower, Original Indemnitor, Assumtor and Substitute Indemnitor are herein sometimes collectively referred to as "Releasing Parties"):

(a) Each of the Releasing Parties hereby: (i) fully and finally acquits, quits claims, releases and discharges each of the Released Parties (the term "Released Parties" shall be defined as Noteholder, Original Lender, OCM, and their respective officers, directors, shareholders, representatives, employees, servicers, agents and attorneys) of and from any and all obligations, claims, liabilities, damages, demands, debts, liens, deficiencies or cause or causes of action (including claims and causes of action for usury) to, of or for the benefit (whether directly or indirectly) of the Releasing Parties, or any or all of them, at law or in equity, known or unknown, contingent or otherwise, whether asserted or unasserted, whether now known or hereafter discovered, whether statutory, in contract or in tort, as well as any other kind or character of action now held, owned or possessed (whether directly or indirectly) by the Releasing Parties or any or all of them on account of, arising out of, related

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to or concerning, whether directly or indirectly, proximately or remotely the Note or any of the Loan Documents, or this Assumption Agreement; (ii) waives any and all defenses to payment of the Note for any reason; and (iii) waives any and all defenses, counterclaims or offsets to the Loan Documents (the foregoing (i), (ii) and (iii) are collectively, the "Released Claims");

(b) In addition to the releases contained hereinabove, and not in limitation thereof, each of the Releasing Parties hereby agrees that none of them shall ever prosecute, or voluntarily aid in the prosecution of, any of the Released Claims, whether by claim, counter-claim or otherwise; and

(c) If, and to the extent that, any of the Released Claims are, for any reason whatsoever, not released and discharged pursuant to the provisions of paragraph (a) above, each of the Releasing Parties hereby absolutely and unconditionally grants, sells, bargains, transfers, assigns and conveys unto Noteholder each and every of the Released Claims and any proceeds, settlements and distributions relating thereto.

14. **Survival of Representations and Warranties.** All representations and warranties made in this Assumption Agreement or any other document executed in connection herewith, shall survive the execution and delivery of this Assumption Agreement and any other documents executed in connection herewith, and no investigation by Noteholder for any closing shall affect the representations and warranties or the right of Noteholder to rely upon them.

15. **Expenses of Noteholder.** Assumptor hereby agrees to pay Noteholder on demand all costs and expenses incurred by Noteholder in connection with the preparation, negotiation and execution of this Assumption Agreement and the other Loan Documents and/or other documents executed pursuant hereto and any and all amendments, modifications and supplements thereto, including, without limitation, the costs and fees of Noteholder's legal counsel. Without limiting the foregoing, contemporaneously with the execution and delivery hereof, the Borrower and Assumptor shall pay, or cause to be paid (i) an assumption fee to the Noteholder in the amount of \$7,500.00, (ii) a REMIC opinion fee, (iii) a flood certificate fee, and (iv) credit report and delivery charges.

16. **Notices.** All notices or other communications required or permitted to be given shall be given and effective in accordance with the Note and Loan Documents. For purposes of notices, the addresses of the parties shall be as follows:

**NOTEHOLDER:**

WELLS FARGO BANK, N.A., f/k/a and successor by merger  
to NORWEST BANK MINNESOTA, NATIONAL  
ASSOCIATION, AS TRUSTEE FOR THE REGISTERED  
HOLDERS OF DLJ COMMERCIAL CORP.,  
COMMERCIAL MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 1998-CF2  
c/o ORIX Capital Markets, LLC,  
1717 Main Street, 10 Floor  
Dallas, Texas 75201  
Attn: Ross Bickel

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Telecopy: 214-237-2018

with a copy to:

J. Russell Akin, Esq.  
c/o ORIX Capital Markets, LLC  
Legal Division  
1717 Main Street, 9th Floor  
Dallas, Texas 75201  
Telecopy: 214-237-2045

ASSUMPTOR AND SUBSTITUTE INDEMNITOR:

9501 Blackhawk Road  
Middleton, Wisconsin, 53562  
Attn: Thomas P. Walz  
Telephone: 608-264-5522  
Telecopy: 608-833-1140

with a copy to:

Block, Caron & Lyon, LLP  
790 Estate Drive, Suite 180  
Deerfield, IL 60015  
Attn: Michael Caron  
Telephone: 847-945-8810  
Telecopy: 847-945-5812

BORROWER AND ORIGINAL INDEMNITOR(S):

c/o Terraco, Inc.  
8707 Skokie Boulevard, Suite 230  
Skokie, Illinois, 60077  
Attn: Robert T. Swanson  
Telephone: 847-679-6660  
Telecopy: 847-679-6695

with a copy to:

Fox, Hefter, Swibel, Levin & Carroll, LLP  
321 North Clark Street, Suite 3300  
Chicago, IL 60610  
Attn: Laurie A. Levin  
Telephone: 312-224-1200  
Telecopy: 312-224-1201

17. **Severability.** Any provision of this Assumption Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of

CONSENT AND ASSUMPTION AGREEMENT

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this Assumption Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

18. **APPLICABLE LAW.** THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE FOR WHICH THE LOAN DOCUMENTS PROVIDE THAT THE LOAN DOCUMENTS ARE TO BE GOVERNED BY AND CONSTRUED THEREWITH.

19. **Successors and Assigns.** This Assumption Agreement is binding upon and shall inure to the benefit of Noteholder, Borrower, Original Indemnitor, Assumptor and Substitute Indemnitor and their respective successors and assigns, except that the Borrower, Original Indemnitor, Assumptor and Substitute Indemnitor may not assign or transfer any of their respective rights or obligations hereunder without the prior written consent of Noteholder.

20. **Counterparts.** This Assumption Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

21. **Headings.** The headings, captions and arrangements used in this Assumption Agreement are for convenience only and do not affect the interpretations of this Assumption Agreement.

22. **Effect of Waiver.** No failure on the part of Noteholder to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege under this Assumption Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Assumption Agreement preclude any other right, power or privilege. The rights and remedies provided for in this Assumption Agreement, the Note and the other Loan Documents are cumulative and not exclusive of any rights and remedies provided by law.

23. **Further Assurances.** Borrower, Original Indemnitor, Assumptor and Substitute Indemnitor agree that Noteholder may file an original or photocopy of this Assumption Agreement as a mortgage or deed of trust or as amendment to a mortgage or deed of trust wherever deemed appropriate by Noteholder. Borrower, Original Indemnitor, Assumptor and Substitute Indemnitor agree to execute and deliver to Noteholder such security agreements, financing statements, deeds of trust, mortgages, assignments (and supplemental deeds of trust, mortgages, assignments, security agreements and financing statements) and other documents and instruments and to do such other things as Noteholder may reasonably request or deem necessary in order to perfect and maintain the security interests, liens and encumbrances created and confirmed hereunder, or to further implement the provisions of this Assumption Agreement.

24. **Transferability.** Notwithstanding anything contained in the Loan Documents to the contrary, Noteholder shall have the right to assign or transfer all or part of its rights, duties and obligations under the Loan Documents to a transferee who may or may not be a holder of the Note and such transferee shall be entitled to all of the rights and benefits of Noteholder under the Loan Documents.

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25. **Furnishing Information.** Borrower, Original Indemnitor, Assumptor and Substitute Indemnitor agree that Noteholder may furnish any financial or other information concerning any such persons heretofore or hereafter provided by any such persons to Noteholder, to any prospective or actual purchaser of any participation or other interest in the Loans or to any prospective or actual purchaser of any securities issued or to be issued by Noteholder, or to any rating agencies.

26. **ENTIRE AGREEMENT.** THIS ASSUMPTION AGREEMENT AND THE LOAN DOCUMENTS AND ALL OTHER INSTRUMENTS, DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION WITH THIS ASSUMPTION AGREEMENT EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THIS ASSUMPTION AGREEMENT, AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO. ASSUMPTOR AND SUBSTITUTE INDEMNITOR(S) HAVE EXAMINED THE MORTGAGE, THE GUARANTY AND THE HAZARDOUS SUBSTANCES INDEMNITY AGREEMENT AND ACKNOWLEDGE THAT SUCH DOCUMENTS HAVE PROVISIONS IN THEM WHICH INCLUDE INDEMNIFICATION OF NOTEHOLDER, INCLUDING INDEMNIFICATION FOR NOTEHOLDER'S OWN NEGLIGENCE.

THE GUARANTY AND THE HAZARDOUS SUBSTANCES INDEMNITY AGREEMENT, THE LOAN DOCUMENTS, AND THIS ASSUMPTION AGREEMENT EMBODY THE ENTIRE AGREEMENT OF SUBSTITUTE INDEMNITOR AND NOTEHOLDER WITH RESPECT TO SUBSTITUTE INDEMNITOR'S OBLIGATIONS UNDER THE LOAN DOCUMENTS AND SUPERSEDES ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER OF THE GUARANTY AND THE HAZARDOUS SUBSTANCES INDEMNITY AGREEMENT, THE LOAN DOCUMENTS AND THE ASSUMPTION AGREEMENT. THE GUARANTY AND THE HAZARDOUS SUBSTANCES INDEMNITY AGREEMENT AND THIS ASSUMPTION AGREEMENT ARE INTENDED BY SUBSTITUTE INDEMNITOR AND NOTEHOLDER AS A FINAL AND COMPLETE EXPRESSION OF THE TERMS OF THE GUARANTY AND THE HAZARDOUS SUBSTANCES INDEMNITY AGREEMENT AND THE ASSUMPTION AGREEMENT, AND NO COURSE OF DEALING BETWEEN ORIGINAL INDEMNITOR, SUBSTITUTE INDEMNITOR AND/OR NOTEHOLDER, NO COURSE OF PERFORMANCE, NO TRADE PRACTICES, AND NO EVIDENCE OR PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OR OTHER EXTRINSIC EVIDENCE OF ANY NATURE SHALL BE USED TO CONTRADICT, VARY, SUPPLEMENT OR MODIFY ANY TERM OF THE GUARANTY AND THE HAZARDOUS SUBSTANCES INDEMNITY AGREEMENT, THE LOAN DOCUMENTS AND THIS ASSUMPTION AGREEMENT, THERE ARE NO ORAL AGREEMENTS BETWEEN SUBSTITUTE INDEMNITOR AND NOTEHOLDER.

[SIGNATURE PAGES TO FOLLOW]

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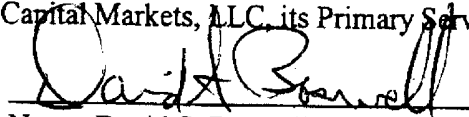
EXECUTED as of the date first written above.

NOTEHOLDER:

WELLS FARGO BANK, N.A., f/k/a and successor by merger to NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF DLJ COMMERCIAL CORP., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 1998-CF2

By: ORIX Capital Markets, LLC, its Primary Servicer

By:



Name: David S. Boswell

Title: Loan Servicing Manager

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ASSUMPTOR:

ROCKSIDE, LLC, a Wisconsin limited liability company

By: Thomas P. Walz  
Name: Thomas P. Walz, Manager

SUBSTITUTE INDEMNITOR:

Thomas P. Walz  
THOMAS P. WALZ, Individually


Kimberly Walz  
KIMBERLY WALZ, Individually  
P.

Property of Cook County Clerk's Office


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BORROWER:

ORLAND PARK RETAIL OUTLOT, LLC, an Illinois limited liability company

By:   
Name: Emmanuel Torbati  
Title: Sole Managing Member

ORIGINAL INDEMNITOR:

  
EMANUEL TORBATI, Individually

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## ACKNOWLEDGMENT FOR NOTEHOLDER

STATE OF TEXAS

§

COUNTY OF DALLAS

§

§

This instrument was ACKNOWLEDGED before me, on the 15<sup>th</sup> day of October, 2004, by David S. Boswell, as Loan Servicing Manager for ORIX CAPITAL MARKETS, LLC, as Primary Servicer for WELLS FARGO BANK, N.A., f/k/a and successor by merger to NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF DLJ COMMERCIAL CORP., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 1998-CF2.

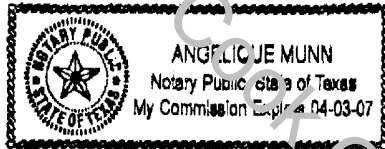
[SEAL]

Angelique Munn  
Notary Public, State of Texas

My Commission Expires:

4-3-07

Angelique MUNN  
Printed Name of Notary Public



County Clerk's Office







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## ACKNOWLEDGMENT FOR BORROWER

STATE OF ILLINOIS §  
  §  
COUNTY OF COOK §

On this 28<sup>th</sup> day of October, 2004, personally came Emanuel Torbati and acknowledged to me that he executed the within and foregoing instrument in his capacity as Manager of ORLAND PARK RETAIL OUTLOT, LLC, an Illinois limited liability company, on behalf of said company.

Given under my hand and seal of office the day and year last above written.



Laurie A. Levin  
Notary Public, State of Illinois

Laurie A. Levin  
Printed Name of Notary

My Commission Expires:  
5/8/07

## ACKNOWLEDGMENT FOR ORIGINAL INDEMNITOR:

STATE OF ILLINOIS §  
  §  
COUNTY OF COOK §

On this 28<sup>th</sup> day of October, 2004, personally came EMANUEL TORBATI, an individual and acknowledged to me that he executed the within and foregoing instrument in his individual capacity.

Given under my hand and seal of office the day and year last above written.

Laurie A. Levin  
Notary Public, State of Illinois

Laurie A. Levin  
Printed Name of Notary

My Commission Expires:  
5/8/07



**UNOFFICIAL COPY****EXHIBIT "A"**

To

**Consent and Assumption Agreement**

The following described Loan Documents which, if recorded, are recorded as indicated below:

1. Promissory Note dated as of May 26, 1998, in the original principal amount of \$2,500,000.00 from Borrower payable to the order of Original Lender (the "Note").
2. Mortgage, Security Agreement and Fixture Financing Statement dated as of May 26, 1998, from Borrower to Original Lender, which was recorded in the Real Property Records of the County Clerk of Cook County, Illinois, on May 27, 1998 as Instrument No. 98438185 (the "Mortgage") covering the following described real property (the "Land") as follows:

See Exhibit A-1 attached hereto and made a part hereof for all purposes;

and the property described in the Mortgage (collectively, the "Property"); as assigned by Original Lender to Noteholder on December 30, 2002, as Instrument No. 0021454882.

3. Assignment of Leases and Rent ("Assignment of Leases") dated as of May 26, 1998, executed by Borrower for the benefit of Original Lender which was recorded on May 27, 1998, in the Official Records of Cook County, Illinois as Instrument No. 98438186.
4. Financing Statement from Borrower in favor of Original Lender which was recorded on May 22, 2003, in the Official Records of Cook County, Illinois as Instrument No. 0314218036.
5. Financing Statement from Borrower in favor of Original Lender which was recorded with the Illinois Secretary of State on June 1, 1998, as Instrument No. 3858186.
6. Indemnity and Guaranty Agreement ("Guaranty") dated as of May 26, 1998, executed by Original Indemnitor in favor of Original Lender.
7. Hazardous Substances Indemnity Agreement ("Hazardous Substances Indemnity Agreement") dated as of May 26, 1998, executed by Borrower in favor of Original Lender.

# UNOFFICIAL COPY

## EXHIBIT A

### Legal Description

Street Address: 159th Street at 94th Avenue, Orland Park, IL 60462  
Permanent Identification Number: 27-15-301-003-0000 and 27-15-301-004-0000

#### PARCEL 1:

Lot 1 in the subdivision of part of Lots 2 and 6 in Knoche-Redfeam Subdivision of part of the East half of the Southwest quarter of Section 15, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded August 28, 1996 as Document 96659792.

#### PARCEL 2:

Lot 1, except that part thereof dedicated for public street per Document No. 95071097, in Knoche-Redfeam Subdivision, being a subdivision of part of the east 1/2 of the southwest 1/4 of Section 15, Township 36 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded September 30, 1982 as Document Number 26367123, in Cook County, Illinois.

#### PARCEL 3:

Easement for the benefit of Parcels 1 and 2 for vehicular access, circulation and parking, pedestrian traffic and the use of customers, invitees, licensees, agents and employees of the owner and business occupants of the land created by declaration of restrictions and grant of easement recorded August 28, 1996 as Document 96659797 over the following described land:

Lot 1 (except that part thereof dedicated for public street per Document 95071097, and Lots 3, 4, and 5 all in Knoche-Redfeam Subdivision in the Southwest 1/4 of Section 15, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

#### PARCEL 4:

Easement for the benefit of Parcel 2 as created by reciprocal grant of easement and agreement recorded as Document 97885291 for a non-exclusive easement for pedestrian and vehicular use and right and privilege to use, without cost or charge in common with Orland Auto Center Parcel Owner East of and adjoining aforesaid Parcel 2.