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THIS DOCUMENT PREPARED BY:

MARC S. JOSEPH, ESQ.
LEVENFELD PEARLSTEIN, LLC
2 NORTH LASALLE STREET, SUITE 1300
CHICAGO, ILLINOIS 60602



Doc#: 0435827086
Eugene "Gene" Moore Fee: \$54.50
Cook County Recorder of Deeds
Date: 12/23/2004 01:10 PM Pg: 1 of 16



AFTER RECORDING SEND TO:

MARC S. JOSEPH, ESQ.
LEVENFELD PEARLSTEIN, LLC
2 NORTH LASALLE STREET, SUITE 1300
CHICAGO, ILLINOIS 60602

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT, dated as of December 3rd, 2004 (the "Agreement") is by and among LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Lender"), LASALLE BANK NATIONAL ASSOCIATION, a national banking association, as successor trustee to AMERICAN NATIONAL BANK AND TRUST COMPANY, not personally, but solely as Trustee under the provisions of a Trust Agreement dated November 3, 1998 and known as Trust No. 124567-03 (the "Existing Borrower") and IN Retail Fund Woodfield Commons, L.L.C., a Delaware limited liability company (the "New Borrower").

STG:CHZ
MMW
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RECITALS

WHEREAS, Lender has made a loan to Existing Borrower in the principal amount of Thirteen Million Five Hundred Thousand and 00/100 Dollars (\$13,500,000.00) (the "Loan"), which is evidenced by that certain Mortgage dated November 30, 1998 (the "Existing Note"). The Existing Note is secured by, among other things:

(i) MORTGAGE dated November 30, 1998 ("Mortgage") by LASALLE BANK NATIONAL ASSOCIATION, a national banking association as successor trustee to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under the provisions of a Trust Agreement dated November 3, 1998 and known as Trust No. 124567-03 to and for the benefit of LASALLE BANK NATIONAL ASSOCIATION, a national banking association; and

(ii) MORTGAGE NOTE from American National Bank and Trust Company of Chicago, not personally, but solely as Trustee ("Trustee") under the provisions of a Trust Agreement dated

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November 3, 1998 and known as Trust No. 124567-03 (the "Trust") and Inland Real Estate Corporation, a Maryland corporation ("Beneficiary"), the sole beneficiary of the Trust (the Trust and the Beneficiary) being hereinafter referred to jointly as the "Maker") to LaSalle Bank National Association, a national banking association ("Lender"); and

(iii) ASSIGNMENTS OF RENTS AND LEASES dated November 30, 1998 by LASALLE BANK NATIONAL ASSOCIATION, a national banking association as successor trustee to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under the provisions of a Trust Agreement dated November 3, 1998 and known as Trust No. 124567-03, to and for the benefit of LASALLE BANK NATIONAL ASSOCIATION, a national banking association; and

(iv) SECURITY AGREEMENT dated November 30, 1998 by LASALLE BANK NATIONAL ASSOCIATION, a national banking association as successor trustee to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under the provisions of a Trust Agreement dated November 3, 1998 and known as Trust No. 124567-03, to and for the benefit of LASALLE BANK NATIONAL ASSOCIATION, a national banking association; and

(v) COMBINED SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST IN LAND TRUST made as of November 30, 1998, by Inland Real Estate Corporation, a Maryland corporation ("Debtor"), as sole beneficiary of a certain Trust Agreement date as of November 3, 1998 (the "Trust Agreement") and known as Trust No. 124567-03 (the ("Trust") with LASALLE BANK NATIONAL ASSOCIATION, a national banking association, as successor trustee to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee (the ("Trustee") in favor of LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("Secured Party"); and

(vi) FACSIMILE ASSIGNMENT OF BENEFICIAL INTEREST dated December 1, 1998, and as recorded on December 4, 1998 with the Cook County Recorder as Document No. 08097823; and

(vii) Security Interest of LASALLE BANK NATIONAL ASSOCIATION, Secured Party, in certain described chattels on the Land, as disclosed by that certain financing statement executed by INLAND REAL ESTATE CORPORATION ("Debtor") and filed with the Secretary of State, Illinois on December 9, 1998; and

(viii) Security Interest LASALLE BANK NATIONAL ASSOCIATION, Secured Party, in certain described chattels on the Land, as disclosed by that certain financing statement executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, under trust agreement dated November 3, 1998 and known as Trust Number 124567-03 ("Debtor") and filed with the Secretary of State, Illinois on December 9, 1998 as Document No. 3955405 FS; and

The foregoing documents, together with all other documents evidencing and securing the Loan (all such documents being listed on Exhibit A attached hereto), are herein collectively referred to as the "**Existing Loan Documents**". Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Existing Loan Documents listed as items (i) through (vii) in the Recitals;

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WHEREAS, as of December 3rd, 2004 Existing Borrower is contributing all of its rights, title and interests in and to the Woodfield Commons East Shopping Center and Woodfield Commons West Shopping Center to the New Borrower (the "**Contribution**"). Under the terms of the Existing Loan Documents, the Contribution would not be permitted without the Lender's consent, and Existing Borrower and New Borrower have requested such consent of Lender; and

WHEREAS, Lender, Existing Borrower and New Borrower are entering into this Agreement to evidence their agreement with respect to the Contribution of the Property legally described in **Exhibit B** attached hereto to New Borrower, the assumption of the Existing Loan Documents by New Borrower, and the effect of the transfer of the Property on the Existing Loan Documents.

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals, Definitions.** The foregoing recitals are hereby incorporated into and made a part of this Agreement. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Existing Loan Documents, listed as items (i) through (viii) in the Recitals;

2. **Lender's Consent; Assumption by New Borrower.**

(a) Subject to the undertakings and agreements of New Borrower set forth herein, Lender hereby consents to the Contribution of the Property in its entirety by Existing Borrower to New Borrower and acknowledges and agrees that such Contribution will not result in a violation or Event of Default under any of the Existing Loan Documents.

(b) By its execution and delivery of this Agreement, New Borrower hereby assumes and agrees to perform all of the respective obligations, duties, and liabilities of Existing Borrower arising, accruing or required to be performed under the Existing Loan Documents.

3. **Assumption of Obligations by the New Borrower.** The New Borrower hereby assumes all of the obligations and liabilities of the Existing Borrower to the Lender under and pursuant to the Existing Loan Documents, and agrees to perform and comply with each covenant, term, condition and agreement of the Existing Loan Documents required to be performed by the New Borrower thereunder. All of the covenants, conditions, terms and provisions of the Existing Loan Documents are incorporated herein and renewed as if executed by the New Borrower as of the date of this Agreement.

4. **Representations and Warranties of the New Borrower.**

(a) The New Borrower hereby represents and warrants to the Lender that each representation and warranty of the Existing Borrower contained in any of the Existing

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Loan Documents, including, without limitation, the Mortgage and the Assignment of Rents, is complete and correct in all respects as of the date hereof, except to the extent that any representation or warranty specifically relates to Existing Borrower or to an earlier date, and the Mortgage and the Assignment of Rents are in full force and effect in accordance with their respective terms as of the date hereof.

(b) The New Borrower has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder and under the other Existing Loan Documents, including the Mortgage and the Assignment of Rents. Upon the execution and delivery of this Agreement, the Mortgage, the Assignment of Rents and the other Existing Loan Documents will be valid, binding and enforceable upon the New Borrower in accordance with their respective terms. The execution and delivery of this Agreement and the assumption by the New Borrower of the obligations and liabilities of the Existing Borrower under and pursuant to the other Existing Loan Documents, including the Mortgage and the Assignment of Rents does not and will not contravene, conflict with, violate or constitute a default under the articles of organization or operating agreement of the New Borrower, or any applicable law, rule, regulation, judgment, decree or order or any agreement, indenture or instrument to which the New Borrower is a party or is bound or which is binding upon or applicable to the Property, or any portion thereof.

(c) There is not any condition, event or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting the New Borrower, or which would prevent the New Borrower from complying with or performing its obligations under the Existing Loan Documents, including the Mortgage and the Assignment of Rents within the time limits set forth therein for such compliance or performance, and no basis for any such matter exists.

(d) New Borrower is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware, and is qualified to do business in the State of Illinois.

5. **Confirmations under Loan.** As of the date hereof, Lender's records reflect that (a) the unpaid principal balance of the Loan is Thirteen Million Five Hundred Thousand and 00/100 Dollars (\$13,500,000.00), and (b) the next payment of interest under the Loan is due on December 1, 2004. Lender has not given notice of any default under the Existing Loan Documents that has not been cured as of the date of this Agreement. In addition, to the knowledge of Lender, (1) the Existing Borrower is not in material breach of, or materially in default of, any of the provisions of the Existing Loan Documents, and (2) no matter or condition has occurred or exists which with the giving of notice or the passage of time (or both) would constitute an Event of Default under any of the Existing Loan Documents.

6. **Nonrecourse to NYSTRS.** The Lender hereby acknowledges and agrees that in no event shall any claims arising under or in connection with the Existing Loan Documents for which Lender may have personal recourse be asserted against The New York State Teachers'

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Retirement System ("NYSTRS"), a member of IN Retail Fund, L.L.C., a Delaware limited liability company (the "Fund").

7. **Permitted Transfers.** The Lender hereby acknowledges and agrees that direct or indirect transfers of the Property, or membership interests in the Fund to NYSTRS or Inland Real Estate Corporation (each, a "Permitted Transfer"), pursuant to Section 10.5, 10.6, 10.7, 10.9 or 10.13 of the Operating Agreement of the Fund, between Inland and NYSTRS, (the "Operating Agreement") shall be permitted under the Existing Loan Documents; provided, that: (i) Inland Commercial Property Management, Inc., or such other property manager as is acceptable to the Lender in its reasonable discretion, is the property manager of the Property; (ii) New Borrower will be released from any liability under the Existing Loan Documents; (iii) the new borrowing entity will be a special purpose entity owned, directly or indirectly, by NYSTRS or Inland Real Estate Corporation, as applicable; (iv) either NYSTRS or Inland Real Estate Corporation, as applicable, shall enter into new guarantees with Lender with certain non-recourse carve outs thereto, which carve-outs shall be mutually acceptable to Lender and NYSTRS or Inland Real Estate Corporation, as applicable; (v) Lender shall have the right to obtain an appraisal of the Property to insure that the loan to value ratio affecting the Property is not greater than fifty-five percent (55%); and (vi) the new borrowing entity's organizational documents, and any other agreements related to such Permitted Transfer, are acceptable to the Lender in its reasonable discretion. Lender hereby acknowledges and agrees that any loan assumption fees as set forth in the Existing Loan Documents or otherwise shall not apply to any such Permitted Transfers.

8. **Notices.** From and after the date of this Agreement the address for the **Maker** as each term is defined in the Existing Loan Documents, listed as items (i) through (viii) in the Recitals, for purposes of **Existing Loan Documents** and the corresponding provisions of the other Existing Loan Documents, shall be as follows:

In Retail Fund Woodfield Commons, L.L.C.
 c/o Inland Real Estate Corporation
 2901 Butterfield Rd.
 Oak Brook, IL 60523
 Attention: Mark E. Zalatoris
 Fax No.: 630.218.7357
 Phone No.: 630.218.8000

With a copies to:

Piper Rudnick LLP
 203 North LaSalle Street
 Suite 1800
 Chicago, Illinois 60601
 Attention: Ross Green, Esq.
 Fax No.: 312/236-7516
 Phone No.: 312/368-2132

and

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Levenfeld Pearlstein, LLC
 Two North LaSalle Street
 Suite 1300
 Chicago, Illinois 60602
 Attention: Marc Joseph, Esq.
 Fax No.: 312/346-8434
 Phone No.: 312/476-7571

From and after the date of this Agreement the address for the Mortgagee, as defined in the Existing Loan Documents, listed as items (i) through (viii) in the Recitals, and the corresponding provisions of the other Existing Loan Documents, shall be as follows:

LaSalle Bank National Association
 Commercial Real Estate Department
 131 South LaSalle Street, Suite 1225
 Chicago, Illinois 60603
 Attention: Mr. Thomas E. Schroeder
 Fax No.: 312.904.6691
 Phone No.: 312.904.6908

Such addresses remain subject to change in the manner provided in Section 24 of the Mortgage.

9. **Ratification and Continuing Effect of Existing Loan Documents.** The New Borrower hereby expressly (a) ratifies and confirms in all respects all of the obligations and liabilities of the Existing Borrower under and pursuant to the Existing Loan Documents, and the liens and security interests created thereby, including, without limitation, the Mortgage and the Assignment of Rents, (b) agrees that such obligations and liabilities to the Lender under and pursuant to the Existing Loan Documents shall continue in full force and effect and shall not be discharged, limited, impaired or affected in any manner whatsoever, (c) agrees and acknowledges that the New Borrower has no defenses, claims or set-offs to the enforcement by the Lender of the obligations and liabilities set forth under the Existing Loan Documents, and (d) agrees that the acceptance by the Lender of this Agreement and the assumption by the New Borrower of the obligations and liabilities of the Existing Borrower under the Existing Loan Documents shall not be in any manner whatsoever (i) impair or affect the liability of the New Borrower to the Lender under the Existing Loan Documents, (ii) prejudice, waive, or be construed to impair, affect, prejudice or waive the rights and abilities of the Lender at law, in equity or by statute, against the New Borrower pursuant to the Existing Loan Documents, including, without limitation, the Mortgage and the Assignment of Rents, and/or (iii) release or discharge, nor be construed to release or discharge, any of the obligations and liabilities owing by the New Borrower to the Lender under the Existing Loan Documents, including, without limitation, the lien of the Mortgage and the Assignment of Rents. All of the provisions of the Existing Loan Documents are incorporated herein and renewed as if re-executed as of the date of this Agreement.

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10. **Continuation of Liens.** Nothing contained in this Agreement or any of the various other documents being executed concurrently herewith shall be construed to disturb, discharge, cancel, impair or extinguish the indebtedness and obligations evidenced by the Note and secured by the Mortgage or other Existing Loan Documents or waive, release, impair, or affect the lien of the Mortgage or the validity or priority thereof.

11. **Agreement Controlling.** In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of the Existing Loan Documents, the provisions of this Agreement shall govern. The provisions of the Existing Loan Documents are in full force and effect except as modified by this Agreement, and the Existing Loan Documents as so modified are ratified and confirmed by the parties to this Agreement.

12. **Release of Existing Borrower.** Lender does hereby release Existing Borrower from all of its obligations, and otherwise, under the Existing Loan Documents.

13. **Loan Fully Disbursed.** New Borrower and Lender agree that the proceeds of the Loan have been fully disbursed, and that there shall be no further disbursements of proceeds of the Loan.

14. **Customer Identification - USA PATRIOT Act Notice.** Lender hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub.L. 107-56, signed into law October 26, 2001) (the "Act"), and the Lender's policies and practices, Lender is required to obtain, verify and record certain information and documentation that identifies the Borrower, which information includes the name and address of the Borrower and such other information that will allow Lender to identify the Borrower in accordance with the Act.

15. **OFAC/BSA Provision.** Borrower shall (a) ensure that no person who owns a controlling interest in or otherwise controls the Borrower is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of Treasury, or included in any Executive Orders, (b) not use or permit the use of the proceeds of the Loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause each Subsidiary to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended.

16. **Miscellaneous.**

(a) If any provision hereof should be held unenforceable or void, that provision shall be deemed severable from the remaining provision and in no way affect the validity of this Agreement.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of laws.

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(c) This Agreement and the Existing Loan Documents set forth the entire understanding between New Borrower and Lender relative to the Loan, and the same shall not be amended except by a written instrument duly executed by each of New Borrower and Lender.

(d) The provisions hereof shall be binding upon New Borrower and Lender and the permitted successors and assigns of New Borrower and the successors and assigns of Lender.

(e) This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had executed 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.

(f) The Recitals and the Exhibits to this Agreement are hereby incorporated into and shall be deemed a part of this Agreement.

(g) This Agreement is subject to the limitations on liability set forth in Section 19 of the Assignments of Leases and Rents.

(h) New Borrower will pay all costs and expenses of Lender in connection with this Agreement.

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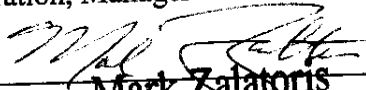
NEW BORROWER:

IN RETAIL FUND WOODFIELD COMMONS, L.L.C., an Illinois limited liability company

By: **IN RETAIL FUND, L.L.C.**, a Delaware limited liability company, Manager


By: **IN RETAIL MANAGER, L.L.C.**, a Delaware limited liability company, Manager

By: **INLAND REAL ESTATE CORPORATION**, a Maryland corporation, Manager

By: 
Name: Mark Zalatoris
Title: Executive Vice President

LENDER:

MASALLE BANK NATIONAL ASSOCIATION, a national banking association

By: 
Name: THOMAS SCHROEDER
Title: FIRST VICE PRESIDENT

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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 Deborah Berg, the Vice President of LaSalle Bank Nat'l Assoc., not personally but as Trustee, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President of said Bank, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 3rd day of December, 2004.

Kristen W. Grant
NOTARY PUBLIC

(SEAL)

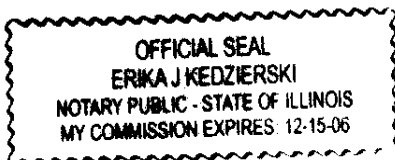


STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mark Zalatoris, the Executive V.P. of Inland Real Estate Corporation, a Maryland corporation, as the sole member of Inland Real Estate-Illinois, L.L.C., a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in as such capacity, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 2nd day of December, 2004.

Erika J. Kedzierski
NOTARY PUBLIC



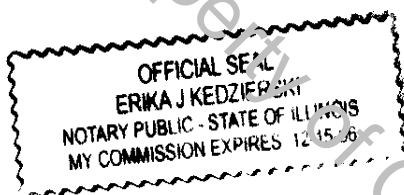
(SEAL)

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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 Mark Zaiatoris, the Executive V.P. of Inland Real Estate Corporation, a Maryland corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in as such capacity, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 2nd day of December, 2004.



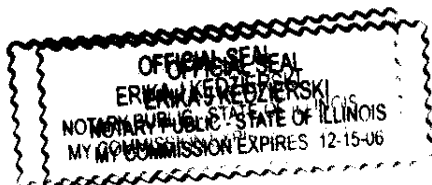
Erika J. Kedzierski
NOTARY PUBLIC

(SEAL)

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mark Zaiatoris, the Executive V.P. of Inland Real Estate Corporation, a Maryland corporation, as manager of IN Retail Manager, L.L.C., a Delaware limited liability company, as manager of IN Retail Fund, L.L.C., a Delaware limited liability company, as the manager of IN Retail Fund Woodfield Commons, L.L.C., an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in as such capacity, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 2nd day of December, 2004.



Erika J. Kedzierski
NOTARY PUBLIC

(SEAL)

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STATE OF ILLINOIS)
) SS.
COUNTY OF Will)

I, TOM THIAKOS, a Notary Public in and for said County, in the State aforesaid,
do hereby certify that TOM SCHROEDER, the
EVP of LASALLE BANK,
who is personally known to me to be the same person whose name is subscribed to the foregoing
instrument in as such capacity, appeared before me this day in person and acknowledged that
he/she signed and delivered the said instrument as his/her own free and voluntary act and as the
free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 3 day of December, 2004.

TOM THIAKOS
NOTARY PUBLIC



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Exhibit A

EXISTING LOAN DOCUMENTS

- (i) MORTGAGE dated November 30, 1998 by LASALLE BANK NATIONAL ASSOCIATION, a national banking association as successor trustee to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under the provisions of a Trust Agreement dated November 3, 1998 and known as Trust No. 124567-03 to and for the benefit of LASALLE BANK NATIONAL ASSOCIATION, a national banking association; and
- (ii) MORTGAGE NOTE from American National Bank and Trust Company of Chicago, not personally, but solely as Trustee ("Trustee") under the provisions of a Trust Agreement dated November 3, 1998 and known as Trust No. 124567-03 (the "Trust") and Inland Real Estate Corporation, a Maryland corporation ("Beneficiary"), the sole beneficiary of the Trust (the Trust and the Beneficiary) being hereinafter referred to jointly as the "Maker") to LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("Lender"); and
- (iii) ASSIGNMENTS OF RENTS AND LEASES dated November 30, 1998 by LASALLE BANK NATIONAL ASSOCIATION, a national banking association as successor trustee to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under the provisions of a Trust Agreement dated November 3, 1998 and known as Trust No. 124567-03, to and for the benefit of LASALLE BANK NATIONAL ASSOCIATION, a national banking association; and
- (iv) SECURITY AGREEMENT dated November 30, 1998 by LASALLE BANK NATIONAL ASSOCIATION, a national banking association as successor trustee to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under the provisions of a Trust Agreement dated November 3, 1998 and known as Trust No. 124567-03, to and for the benefit of LASALLE BANK NATIONAL ASSOCIATION, a national banking association; and
- (v) COMBINED SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST IN LAND TRUST made as of November 30, 1998, by Inland Real Estate Corporation, a Maryland corporation ("Debtor"), as sole beneficiary of a certain Trust Agreement date as of November 3, 1998 (the "Trust Agreement") and known as Trust No. 124567-03 (the "Trust") with LASALLE BANK NATIONAL ASSOCIATION, a national banking association, as successor trustee to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee (the "Trustee") in favor of LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("Secured Party"); and
- (vi) FACSIMILE ASSIGNMENT OF BENEFICIAL INTEREST dated December 1, 1998, and as recorded on December 4, 1998 with the Cook County Recorder as Document No. 08097823.
- (vii) Security Interest of LASALLE BANK NATIONAL ASSOCIATION, Secured Party, in certain described chattels on the Land, as disclosed by that certain financing statement executed

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by INLAND REAL ESTATE CORPORATION ("Debtor") and filed with the Secretary of State, Illinois on December 9, 1998 as Document No. ____.

(viii) Security Interest LASALLE BANK NATIONAL ASSOCIATION, Secured Party, in certain described chattels on the Land, as disclosed by that certain financing statement executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, under trust agreement dated November 3, 1998 and known as Trust Number 124567-03 ("Debtor") and filed with the Secretary of State, Illinois on December 9, 1998 as Document No. 3955405 FS.

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Exhibit B

Legal Description

(to be attached)

Property of Cook County Clerk's Office