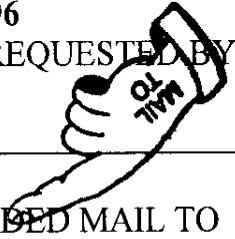


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Loan No. 332396

RECORDING REQUESTED BY



Doc#: 0522439061 Fee: \$60.50
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 08/12/2005 11:56 AM Pg: 1 of 19

WHEN RECORDED MAIL TO

The Northwestern Mutual Life Ins. Co.
720 East Wisconsin Ave. - Rm N16WC
Milwaukee, WI 53202
Attn: Janet Szukalski

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This instrument was prepared by Judith L. Perkins, Attorney, for The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Avenue, Milwaukee, WI 53202.

CONSENT TO TRANSFER
and
AMENDMENT TO LOAN DOCUMENTS

THIS CONSENT TO TRANSFER and AMENDMENT TO LOAN DOCUMENTS (this "Consent") is made as of the 28th day of July, 2005, by and between OAKWOOD CHICAGO, LLC, a Delaware limited liability company (sometimes herein referred to as "Original Borrower"), whose address is: c/o R&B Realty Group, 2222 Corinth Avenue, Los Angeles, CA 90064, HOWARD F. RUBY AND EDWARD R. BROIDA (collectively, the "Guarantors"), whose address is: c/o R&B Realty Group, 2222 Corinth Avenue, Los Angeles, CA 90064, ASN CHICAGO LLC, a Delaware limited liability company (sometimes herein referred to as "Transferee"), whose address is: c/o Archstone-Smith Operating Trust, 9200 E. Panorama Circle, Suite 400, Englewood, CO 80112, and THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation ("Northwestern"), whose address is: 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, and

WHEREAS, pursuant to that certain Application for Mortgage Loan dated as of October, 1999 from Original Borrower to Northwestern, as accepted by that certain letter agreement dated October 18, 1999 from Northwestern to Original Borrower (collectively, the "Commitment"), Northwestern made a loan to Original Borrower (the "Loan") evidenced by that certain Promissory Note executed by Original Borrower and dated as of October 26, 1999, as amended by that certain First Amendment to Promissory Note dated as of September 30, 2003 (collectively, the "Note") secured by a lien against certain property in the County of Cook, State of Illinois, more fully described in Exhibit "A"

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attached hereto (the "Property") described in a Mortgage and Security Agreement (the "Lien Instrument") dated as of October 26, 1999, securing an indebtedness in the original amount of Thirty-four Million Eight Hundred Thousand Dollars (\$34,800,000.00) executed by Original Borrower and recorded November 3, 1999 as Document No. 09032823 in the records of Cook, Illinois, as amended by that certain First Amendment to Mortgage and Security Agreement and Absolute Assignment of Leases and Rents dated as of February 11, 2000 and recorded April 11, 2000 as Document No. 00252579, and in that certain Absolute Assignment of Leases and Rents (the "Absolute Assignment") dated as of October 26, 1999 and recorded November 11, 1999 as Document No. 09032824 of the Official Records of Cook County, Illinois as amended by that certain First Amendment to Mortgage and Security Agreement and Absolute Assignment of Leases and Rents dated as of February 11, 2000 and recorded April 11, 2000 as Document No. 00252579 (the term "Loan Documents" shall mean the documents defined as the "Loan Documents" in the Lien Instrument, as such documents are modified by this Consent); and

WHEREAS, in conjunction with the Loan, Guarantors executed that certain Guarantee of Recourse Obligations (the "GRO") dated as of October 26, 1999, and Guarantors and Original Borrower executed that certain Environmental Indemnity Agreement dated as of October 26, 1999 and that certain First Amendment to Environmental Indemnity Agreement dated as of February 11, 2000 (collectively, the "Indemnity Agreement"); and

WHEREAS, Northwestern has been requested to consent to the transfer of the Property from Original Borrower to the Transferee (the "Transfer"); and

WHEREAS, a condition precedent to the granting of Northwestern's consent to the Transfer is that the Transferee enter into this Consent whereby the Transferee assumes all of the liabilities and obligations of Original Borrower under the Loan Documents, whether arising or accruing prior to or after the date of the Transfer (the "Loan Obligations"); and

WHEREAS, Original Borrower, Guarantors and Transferee are entering into this Consent for the purpose of satisfying the foregoing condition precedent to the granting of Northwestern's consent to the Transfer.

NOW, THEREFORE, in consideration of the above and of the mutual agreements herein contained, the undersigned parties agree to the following:

1. Unless otherwise defined herein, capitalized words and terms used herein shall have the meanings ascribed to them in the Note and/or the Lien Instrument.

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2. Northwestern hereby consents to the Transfer.

3. All references contained in the Loan Documents to "Borrower" or "Mortgagor" shall, as of the date hereof, refer to the Transferee. As of the date hereof, all notices sent pursuant to the Loan Documents shall be sent to Transferee at the address provided herein.

4. Transferee hereby assumes the obligations of Borrower and Mortgagor under all of the Loan Documents, ratifies and confirms all of the Loan Obligations and hereby promises to pay the Note according to its terms, and to perform and be bound by each and all of the covenants, agreements and obligations contained in the Note and the Lien Instrument, as though the Note and the Lien Instrument had originally been made, executed and delivered by Transferee. Transferee hereby further agrees to assume all liability and obligations of Borrower and Mortgagor under all of the Loan Documents, as though the Loan Documents had originally been made, executed and delivered by the Transferee, except that the reduction, if any, of the principal amount of the Note and the payment of interest thereon as of the date of the Transfer shall be recognized.

5. Northwestern hereby releases Guarantors from any and all obligations under the GRO first occurring or arising on or after the date of the Transfer.

6. Northwestern hereby releases Original Borrower from any and all obligations under the Loan Documents and any other documents executed and/or delivered in connection with the Loan, except for Original Borrower's obligations under the Indemnity Agreement (limited as provided in paragraph 7 herein).

7. Northwestern hereby releases Original Borrower and Guarantors from all liability under the Indemnity Agreement, except for Damages (as defined in the Indemnity Agreement) suffered or incurred by any of the Indemnified Parties (as defined in the Indemnity Agreement) as a result of any Environmental Activity or Condition (as defined in the Indemnity Agreement) first occurring or arising on or before the date of the Transfer.

8. Each of Original Borrower and Guarantors, by its execution hereof, acknowledge that Original Borrower and Guarantors remain liable under the Indemnity Agreement for Damages resulting from any Environmental Activity or Condition first occurring or arising on or before the date of the Transfer.

9. (A) Transferee represents and warrants that Transferee and Principal: (i) are not, and shall not become, a person or entity with whom Lender is restricted from doing business with under regulations of the Office of Foreign Assets Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's

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Specially Designated Nationals and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; (ii) are not, and shall not become, a person or entity with whom Lender is restricted from doing business with under the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders thereunder; and (iii) are not knowingly engaged in, and shall not engage in, any dealings or transaction or be otherwise associated with such persons or entities described in (i) and (ii) above.

(b) Northwestern represents and warrants that Northwestern: (i) is not, and shall not become, a person or entity with whom Transferee is restricted from doing business with under regulations of the Office of Foreign Assets Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated Nationals and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; (ii) is not, and shall not become, a person or entity with whom Transferee is restricted from doing business with under the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders thereunder; and (iii) is not knowingly engaged in, and shall not engage in, any dealings or transaction or be otherwise associated with such persons or entities described in (i) and (ii) above.

10. Paragraph "(i)" and the definition of "*Projected Operating Income Available for Debt Service*" as stated in the provision of the Lien Instrument entitled "**Insurance**" are hereby deleted in their entirety and the following shall be inserted in lieu thereof:

- (i) Mortgagee shall be satisfied that Projected Debt Service Coverage of at least 1.03 will be produced from the master lease agreement by and between ASN CHICAGO LLC (as master landlord) and Oakwood Chicago Lessee, LLC, a Delaware limited liability company ("Tenant"), plus the retail leasing of approximately 6,690 square feet (collectively, the "Approved Leases").

"Projected Operating Income Available for Debt Service" means projected gross annual rent from the Approved Leases for the first full fiscal year following completion of the restoration of the Property less:

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- (A) The operating expenses of the Property for the last fiscal year preceding the casualty; and
- (B) the following:
- (i) a replacement reserve for capital improvements and structural items based on not less than \$197 per unit per annum;
 - (ii) the amount, if any, by which the actual real estate taxes are less than \$3,143 per unit per annum; and
 - (iii) the amount, if any, by which total actual operating expenses, excluding management fees, real estate taxes and replacement reserves, are less than \$570 per unit per annum.

All projections referenced above shall be calculated in a manner satisfactory to Mortgagee.

11. The address for notices as stated in the **Notice of Default** provision of the Lien Instrument and 4.02 **Notices** of the Absolute Assignment is hereby changed to:

c/o Archstone-Smith Operating Trust
 9200 East Panorama Circle, Suite 400
 Englewood, CO 80112
 Attn: Cash Management

with copy to:

c/o Archstone-Smith Operating Trust
 9200 East Panorama Circle, Suite 400
 Englewood, CO 80112
 Attn: Legal Department

12. The provision of the Lien Instrument entitled "**Due on Sale**" recited on pages 13 and 14 is hereby amended to read, in its entirety, as follows:

Prohibition on Transfer. The present ownership and management of the Property is a material consideration to Mortgagee in making the loan secured by this instrument, and Mortgagor shall not (i) convey title to all or any part of the Property, (ii) enter into any

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contract to convey (land contract/installment sales contract/contract for deed) title to all or any part of the Property that gives a purchaser possession of, or income from, the Property prior to a transfer of title to all or any part of the Property ("Contract to Convey") or (iii) cause or permit a Change in the Proportionate Ownership (as hereinafter defined) of Mortgagor. Any such conveyance, entering into a Contract to Convey or Change in the Proportionate Ownership of Mortgagor shall constitute a default under the terms of this instrument.

For purposes of this instrument, a "Change in the Proportionate Ownership" means in the case of a corporation, a change in, or the existence of a lien on, the direct or indirect ownership of the voting stock of such corporation; in the case of a trust, a change in, or the existence of a lien on, the direct or indirect ownership of the beneficial interests of such trust; in the case of a limited liability company, a change in the ownership of, or the existence of a lien on, the direct or indirect ownership of the limited liability company interests of such limited liability company; in the case of a partnership, a change in, or the existence of a lien on, the direct or indirect ownership of the partnership interests of such partnership.

Notwithstanding the foregoing, (1) a "Change in the Proportionate Ownership" with respect to ASN (as defined below), shall mean that, during any period of twelve consecutive months, the failure of individuals who are members of the board of trustees of ASN at the beginning of such period (together with any new or replacement trustees whose initial nomination for election was approved by a majority of such members and other members previously so approved) to constitute a majority of such board of trustees at the end of such period; (2) a "Change in the Proportionate Ownership" with respect to ASOT (as defined below) shall mean that ASN shall cease to be the sole trustee of ASOT; and (3) a "Change in the Proportionate Ownership" with respect to the Borrower shall mean that ASOT shall cease to own not less than 80% of the membership interests in Transferee. Notwithstanding the foregoing, the following transfers shall not be deemed a sale, conveyance, mortgage, grant, bargain, encumbrance, pledge, assignment or transfer within the meaning of this provision: (i) the transfer of shares in ASN on the public markets or the issuance of new shares provided that there is no "Change in the Proportionate Ownership" with respect to ASN; and (ii) the transfer of shares in ASOT on the public markets or the

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issuance of new shares provided that there is no "Change in the Proportionate Ownership" with respect to ASOT. As used herein, the term "ASN" shall mean Archstone-Smith Trust, a Maryland real estate investment trust. As used herein, the term "ASOT" shall mean Archstone-Smith Operating Trust, a Maryland real estate investment trust.

13. The provision of the Lien Instrument entitled "**Financial Statements**" recited on pages 14 and 15 is hereby amended to read, in its entirety, as follows:

Financial Statements. Mortgagor agrees to furnish to Mortgagee:

(A) the following financial statements for the Property within 75 days after the close of each fiscal year of the Mortgagor (the "Property Financial Statements Due Date"):

(i) an unaudited statement of operations for such fiscal year with a detailed line item break-down of all sources of income and expenses, including capital expenses broken down between, leasing commissions, tenant improvements, capital maintenance, common area renovation, and expansion from both Tenant and Mortgagor; provided, however, that (i) Tenant's unaudited statements shall be prepared in accordance with modified cash basis; and (ii) Mortgagor's unaudited statements shall be prepared in accordance with generally accepted accounting principles; and

(ii) a current rent roll from Tenant identifying location, leased area, lease begin and end dates, current contract rent, rent increases and increase dates, percentage rent, expense reimbursements, and any other recovery items; and

(iii) an operating budget from both Tenant and Mortgagor for the current fiscal year; and

(B) the following financial statements that Mortgagee may, in Mortgagee's sole discretion, require from time to time within 30 days after receipt of a written request from Mortgagee (the "Requested Financial Statements Due Date")

(i) an unaudited balance sheet for the Property as of the last day of Mortgagor's most recently closed fiscal year; and

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- (ii) an unaudited statement of cash flows for the Property as of the last day of Mortgagor's most recently closed fiscal year; and

Furthermore, Mortgagor shall furnish to Mortgagee within 30 days after receipt of a written request from Mortgagee such reasonable financial and management information in the possession of, or reasonably accessible to, Mortgagor which Mortgagee determines to be useful in Mortgagee's monitoring of the value and condition of the Property.

The Property Financial Statements Due Date, and the Requested Financial Statements Due Date are each sometimes hereinafter referred to as a "Financial Statements Due Date".

Notwithstanding the foregoing, in no event shall a Financial Statements Due Date for a particular financial statement be prior to the 60th day following the close of the fiscal year covered by such financial statement.

All unaudited statements of Mortgagor shall contain a certification by the managing member of Mortgagor stating that they have been prepared in accordance with generally accepted accounting principles and that they are true and correct. All unaudited statements of Tenant shall contain a certification by the managing member of Tenant stating that they have been prepared in accordance with modified cash basis accounting and that they are true and correct. The expense of preparing all of the financial statements required in (A) and (B) above, shall be borne by Mortgagor.

Mortgagor acknowledges that Mortgagee requires the financial statements and information required herein to record accurately the value of the Property for financial and regulatory reporting.

In addition to all other remedies available to Mortgagee hereunder, at law and in equity, if any financial statement, additional information or proof of payment of property taxes and assessments is not furnished to Mortgagee as required in this section entitled "**Financial Statements**" and in the section entitled "**Taxes and Special Assessments**", within 30 days after Mortgagee shall have

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given written notice to Mortgagor that it has not been received as required,

(x) interest on the unpaid principal balance of the Indebtedness shall as of the applicable Financial Statements Due Date or the date such additional information or proof of payment of property taxes and assessments was due, accrue and become payable at a rate equal to the sum of the Interest Rate (as defined in the Note) plus one percent (1%) per annum (the "Increased Rate"); and

(y) Mortgagee may elect to obtain an independent appraisal and audit of the Property at Mortgagor's expense, and Mortgagor agrees that it will, upon request, promptly make Mortgagor's books and records regarding the Property available to Mortgagee and the person(s) performing the appraisal and audit (which obligation Mortgagor agrees can be specifically enforced by Mortgagee).

The amount of the payments due under the Note during the time in which the Increased Rate shall be in effect shall be changed to an amount which is sufficient to amortize the then unpaid principal balance at the Increased Rate during the then remaining portion of a period of 29 years commencing with the Amortization Period Commencement Date (as defined in the Note). Interest shall continue to accrue and be due and payable monthly at the Increased Rate until the financial statements, additional information and proof of payment of property taxes and assessments (as requested by Mortgagee) shall be furnished to Mortgagee as required. Commencing on the date on which the financial statements, additional information and proof of payment of property taxes and assessments are received by Mortgagee, interest on the unpaid principal balance shall again accrue at the Interest Rate and the payments due during the remainder of the term of the Note shall be changed to an amount which is sufficient to amortize the then unpaid principal balance at the Interest Rate during the then remaining portion of a period of 29 years commencing with the Amortization Period Commencement Date. Notwithstanding the foregoing, Mortgagee shall have the right to conduct an independent audit at its own expense at any time.

14. The following provision is added to and made a part of the Lien Instrument.

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Property Management. The management company for the Property shall be satisfactory to Mortgagee. Any change in the management company without the prior written consent of Mortgagee shall constitute a default under this instrument. Notwithstanding the foregoing, the following are acceptable management companies to Mortgagee: (i) ASOT and all entities owned and controlled (ownership and voting interests in excess of 50%) by ASOT; or (ii) any entity owned and controlled (ownership and voting interests in excess of 50%) by R&B Realty.

15. Except as set forth herein, the Note and the Lien Instrument shall remain in full force and effect, unchanged and in all respects, ratified and confirmed.

16. Nothing herein contained shall affect the priority of the Lien Instrument over other liens, charges, encumbrances or conveyances. In addition, except as expressly provided herein, nothing herein contained shall release or change the liability of any party who may now or hereafter be liable, primarily or secondarily, under or on account of the Note.

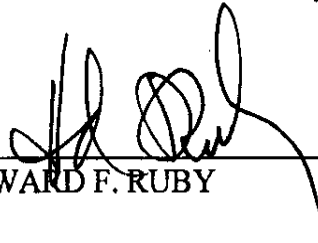
17. All references in the Loan Documents (i) to the Lien Instrument shall mean the Lien Instrument, as modified by this Consent, (ii) to the Loan Documents shall mean the Loan Documents as described in this Consent.

18. This consent may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same consent. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this consent attached thereto

(remainder of page intentionally left blank)

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IN WITNESS WHEREOF, this instrument has been executed by the undersigned as of the day and year first above written.



HOWARD F. RUBY

EDWARD R. BROIDA

OAKWOOD CHICAGO, LLC, a Delaware limited liability company

By: _____
Name: Darby T. Keen, Manager

By: Edward R. Broida, Manager

By: _____
Richard D. Holt, Attorney-in-fact for Edward R. Broida

ASN CHICAGO LLC, a Delaware limited liability company

By: Archstone-Smith Operating Trust, a Maryland real estate trust, sole member

By: _____
Name: Thomas S. Reif
Title: Group Vice President

(signatures continued on next page)



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IN WITNESS WHEREOF, this instrument has been executed by the undersigned as of the day and year first above written.

HOWARD F. RUBY

Edward R. Broida

EDWARD R. BROIDA

OAKWOOD CHICAGO, LLC, a Delaware limited liability company

By: _____
Name: Darby T. Keen, Manager

By: Edward R. Broida, Manager

By: *Richard D. Holt*

Richard D. Holt, Attorney-in-fact for Edward R. Broida

ASN CHICAGO LLC, a Delaware limited liability company

By: Archstone-Smith Operating Trust, a Maryland real estate trust, sole member

By: *Thomas S. Reif*

Name: Thomas S. Reif

Title: Group Vice President

(signatures continued on next page)



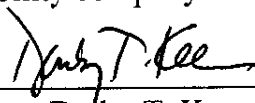
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IN WITNESS WHEREOF, this instrument has been executed by the undersigned as of the day and year first above written.

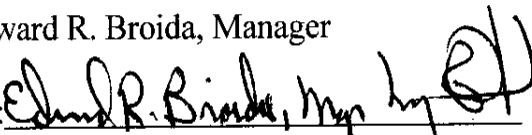
HOWARD F. RUBY

EDWARD R. BROIDA

OAKWOOD CHICAGO, LLC, a Delaware limited liability company

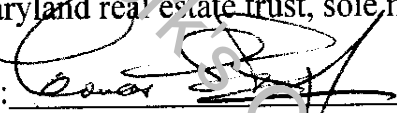
By: 
Name: Darby T. Keen, Manager

By: Edward R. Broida, Manager

By: 
Richard D. Holt, Attorney-in-fact for Edward R. Broida

ASN CHICAGO LLC, a Delaware limited liability company

By: Archstone-Smith Operating Trust, a Maryland real estate trust, sole member

By: 
Name: Thomas S. Reif
Title: Group Vice President

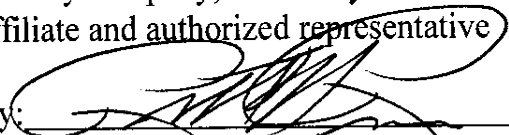
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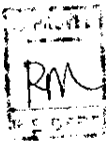
(signatures continued from previous page)

THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY, a Wisconsin
corporation

By: Northwestern Investment Management
Company, LLC, a Delaware limited
liability company, its wholly-owned
affiliate and authorized representative

By: 

Name: Robert M. Ruess
Its: Managing Director



Attest: 
Name: Donna L. Lemanczyk
Its: Assistant Secretary

(corporate seal)

Property of Cook County Clerk's Office

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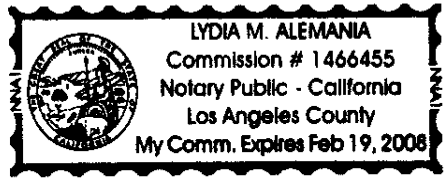
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STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On July 27, 2005, before me, Lydia^{M.} Alemania, personally appeared Howard F. Ruby, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lydia M. Alemania



Property of Cook County Clerk's Office

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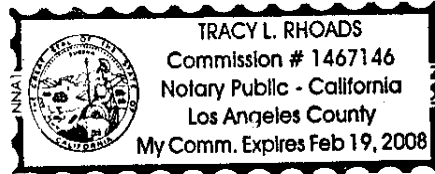
State of California)
) ss.
County of Los Angeles)

On July 27, 2005, before me, Tracy L. Rhoads, a notary public personally appeared Edward R. Broida, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person and/or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Tracy L. Rhoads
Notary Public, Acting in
Los Angeles County California



State of California)
) ss.
County of Los Angeles)

On July 27, 2005, before me, Christina Bruno, a notary public personally appeared Richard D. Holt, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person and/or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Christina Bruno
Notary Public, Acting in
Los Angeles County, California



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STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On July 27, 2005, before me, Christina Bruno, personally appeared Darby T. Keen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Christina Bruno

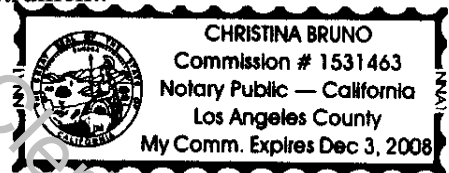


STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On July 27, 2005, before me, Christina Bruno, personally appeared Richard D. Holt, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Christina Bruno

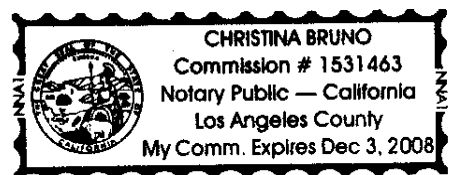


STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On July 27, 2005, before me, Christina Bruno, personally appeared Thomas S. Reif, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Christina Bruno



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(continued from previous page)

STATE OF)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____, 2005, by Thomas S. Reif, as the Group Vice President of Archstone-Smith Operating Trust, a Maryland real estate trust, the sole member of ASN CHICAGO LLC, a Delaware limited liability company.

_____, Notary Public

My commission expires:

STATE OF WISCONSIN)
)ss.
COUNTY OF MILWAUKEE)

The foregoing instrument was acknowledged before me this 26th day of July, 2005, by Robert M. Ruess and Donna L. Lemanczyk the Managing Director and Assistant Secretary respectively, of Northwestern Investment Management Company, LLC, on behalf of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY and acknowledged the execution of the foregoing instrument as the act and deed of said corporation.

My commission expires: February 24, 2008

**ROBIN MILLER
NOTARY PUBLIC
STATE OF WISCONSIN**

Robin Miller

Robin Miller, Notary Public



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EXHIBIT "A" (Description of Property)

Parcel 1

Lots 21 through 24, both inclusive, in Assessor's Division of Block 26 of Wolcott's Addition to Chicago in the east $\frac{1}{2}$ of the northeast $\frac{1}{4}$ of Section 9, Township 39 north, Range 14, east of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2

Lots 14 through 20, both inclusive, in Assessor's Division of Block 26 of Wolcott's Addition to Chicago, in the east $\frac{1}{2}$ of the northeast $\frac{1}{4}$ of Section 9, Township 39 north, Range 14, east of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3

That part of the 10 foot north and south alley, vacated by Ordinance dated October 9, 1985 and recorded as Document No. 86002529, lying east of and adjoining lots 17 to 20 in Assessor's Division of Block 26 aforesaid, and lying west of and adjoining the west line, and said west line extended south of Lot 21 in Assessor's Division of Block 26 aforesaid, which lies north of a line 94.23 feet, as measured along the east line of said Lots 17 to 20, south of the northeast corner of said Lot 20, in Cook County, Illinois.

Permanent Tax No. 17-09-219-001-0000
17-09-219-002-0000
17-09-219-003-0000
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17-09-219-005-0000
17-09-219-006-0000
17-09-219-021-0000
17-09-219-022-0000
17-09-219-023-0000

Property Address: 77 W. Huron Street
Chicago, IL 60610