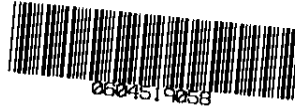


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This Document Prepared by
and after Recording Return to:

Schwartz, Cooper, Greenberger
& Krauss, Chartered
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601
Attn: Joseph Q. McCoy, Esq.



Doc#: 0604519058 Fee: \$34.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/14/2006 01:48 PM Pg: 1 of 6

COLLATERAL ASSIGNMENT OF LOAN DOCUMENTS

THIS COLLATERAL ASSIGNMENT OF LOAN DOCUMENTS ("Assignment") is made as of February 13, 2006, by NW LOAN LLC, an Illinois limited liability company ("Assignor"), to WACHOVIA FINANCIAL SERVICES, INC., a North Carolina corporation, its successors and assigns ("Assignee").

RECITALS:

A. Assignee has made a loan in the maximum principal amount of \$ 9,000,000.00 (the "Loan") to Assignor.

B. The Loan is evidenced by a certain Promissory Note of even date herewith in the maximum principal amount of \$ 9,000,000.00 from Assignor to Assignee (the "Note"). The Note is issued pursuant to a Loan Agreement of even date herewith between Assignor and Assignee (the "Loan Agreement").

C. Assignor has made a loan in the maximum principal amount of \$ 10,000,000.00 (the "National Plaza III Loan") to National Plaza III L.L.C., an Illinois limited liability company ("Borrower").

D. The National Plaza III Loan is evidenced by that certain WrapAround Junior Mortgage Note dated April 15, 2005 in the maximum principal amount of \$10,000,000.00 (the "National Plaza III Note") made by Borrower in favor of Assignor and is secured by that certain WrapAround Junior Mortgage, Assignment of Rents and Leases and Security Agreement, dated April 15, 2005 (the "National Plaza III Mortgage"), which National Plaza III Mortgage is a first lien on the real estate described on Exhibit A attached hereto and made a part hereof. The National Plaza III Note, National Plaza III Mortgage, and all other documents which evidence or secure the National Plaza III Loan are hereafter collectively referred to as the "National Plaza III

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Loan Documents.” All capitalized terms, not otherwise defined herein, shall have that meaning ascribed to such term in the Loan Agreement.

E. As a condition precedent Assignee’s extension of the Loan to Assignor, Assignor and Borrower must execute and deliver this Assignment.

NOW, THEREFORE, in consideration of the foregoing, acknowledged to be true and correct by Assignor, and of the covenants, conditions and agreements herein after contained and as a material inducement for Assignee to make the Loan, Assignor agrees as follows:

1. Assignor hereby assigns, transfers and sets over unto Assignee, for collateral purposes only, all of the rights, title and interest of Assignor under and pursuant to the National Plaza III Loan Documents including, but not limited to, those documents listed on Exhibit B attached hereto and made a part hereof as additional security for each obligation of Assignor pursuant to the Note and the Loan Agreement and each other document and instrument given to Assignee in connection with the Loan (collectively, the “Obligations”).
2. Assignor hereby further covenants that it will, upon request of the Assignee, execute and deliver such further instruments and do and perform such other acts and things as the Assignee may reasonably deem necessary or appropriate to more effectively vest in and secure to the Assignee the rights which are intended to be assigned to the Assignee hereunder.
3. Assignor covenants and agrees not to do or permit to be done anything to impair the National Plaza III Loan Documents, not to further assign or encumber its rights under the National Plaza III Loan Documents or its rights to the sums due or to become due thereunder and not suffer or permit any of the National Plaza III Loan Documents to be subordinated to any other liens or encumbrances whatsoever, any such subordination to be null and void unless done with the written consent of Assignee. Assignor further covenants and agrees that it will submit the executed originals of all National Plaza III Loan Documents to Assignee.
4. The acceptance by Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not obligate Assignee to perform or discharge any obligation, duty or liability of Assignor under any of the National Plaza III Loan Documents under or by reason of this Assignment. Assignee shall have no liability to Assignor or anyone for any action taken or omitted to be taken by it hereunder. Should Assignee incur any liability, loss or damage under or by reason of this Assignment or for any action taken by the Assignee hereunder, or in defense against any claim or demand whatsoever which may be asserted against the Assignee arising out of any National Plaza III Loan Document, the amount thereof, including reasonable costs, expenses and reasonable attorneys’ fees, together with interest thereon at the Default Rate (as such term is defined in the Note) shall be secured by this Assignment, and Assignor shall reimburse Assignee therefor immediately upon demand; provided, however, that Assignor shall not be obligated to reimburse Assignee for any claim or demand arising out of the gross negligence or malfeasance of Assignee.
5. This Assignment is solely for the benefit and protection of Assignee and its successors and assigns. Assignee shall have no obligation to exercise any of the foregoing rights, powers, privileges or remedies in any event.

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6. Upon the occurrence of a Default under any of the Loan Documents, Assignee shall be entitled to exercise all the rights and remedies of Assignor under the National Plaza III Loan Documents and shall be entitled to receive and retain, for application against the Obligations, all payments made by Borrower under the National Plaza III Loan Documents. Furthermore, all amounts received by Assignor from Borrower shall be held in trust by Assignor for the benefit of Assignee and shall be paid over to Assignee in the same form as so received (with any necessary endorsement) to be applied (in the case of cash) to, or held as collateral (in the case of non-cash property or securities) for, the payment or performance of the Obligations. Prior to the occurrence of a Default under any of the Loan Documents, Assignor shall be entitled to receive and retain all payments made by Borrower under the National Plaza III Loan Documents.

7. The delivery of this Assignment to the Assignee shall not effect the release of any collateral now or hereafter held by Assignee as security for the Obligations, nor shall the taking of additional security for the Obligations hereafter effect a release or termination of this Assignment, or of any terms or provisions hereof.

8. This Assignment and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of Illinois.

9. The term "Assignor" as used in this Assignment shall refer to all such persons jointly and severally, and all promises, agreements, covenants, waivers, consents, representations, warranties and other provisions in this Assignment are made by and shall be binding upon each and every such undersigned person, jointly and severally.

10. Time is of the essence hereof. This Assignment shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of the Assignee and its successors and assigns, but is not intended to confer upon any person other than the parties hereto and their respective successors and assigns any rights, privileges, powers or remedies as third-party beneficiary or otherwise.

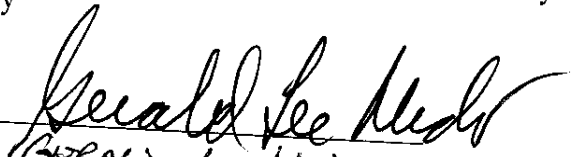
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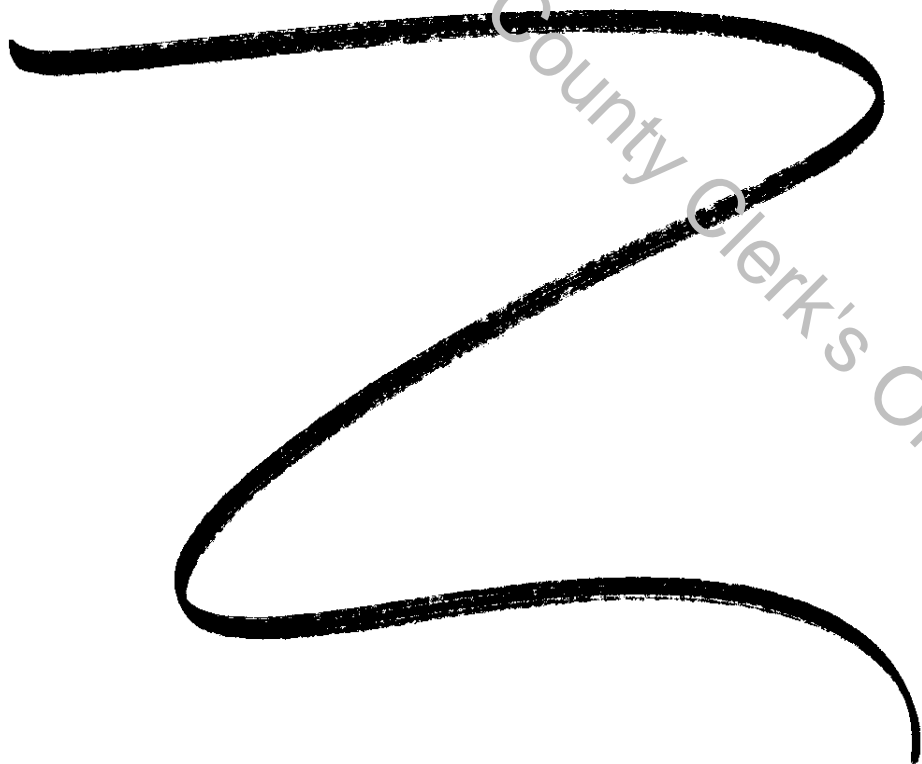
IN WITNESS WHEREOF, the Assignor has executed this Assignment the day and year first above written.

ASSIGNOR:

NW LOAN LLC, an Illinois limited liability company

By: 
Name: GERALD LEE NUDO
Title: MANAGER

Property of Cook County Clerk's Office



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 1 OF ANDERSON'S RESUBDIVISION OF LOT 7 IN ANDERSON'S WOODFIELD PARK, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN ON THE PLAT OF RESUBDIVISION RECORDED AUGUST 15, 1977 AS DOCUMENT NUMBER 24058478, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY GRANT OF EASEMENT FROM LASALLE NATIONAL BANK, AS TRUSTEE UNDER A TRUST AGREEMENT DATED NOVEMBER 4, 1974 AND KNOWN AS TRUST NUMBER 47268, TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER A TRUST AGREEMENT DATED AUGUST 1, 1977 AND KNOWN AS TRUST NUMBER 52000 AND CONNECTICUT GENERAL LIFE INSURANCE COMPANY, A CONNECTICUT CORPORATION, DATED OCTOBER 23, 1977 AND RECORDED OCTOBER 31, 1977 AS DOCUMENT NUMBER 24170478, FOR THE RIGHT TO CONNECT TO USE AND MAINTAIN THAT CERTAIN STORM SEWER LOCATED WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND: THE WEST 15 FEET OF LOT 2 OF ANDERSON'S RESUBDIVISION OF LOT 7 IN ANDERSON'S WOODFIELD PARK, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS SHOWN ON THE PLAT OF RESUBDIVISION RECORDED AUGUST 15, 1977 AS DOCUMENT NUMBER 24058478, FOR THE PURPOSE OF PROVIDING STORM WATER DRAINAGE FOR PARCEL 1.

PARCEL 2A:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS (BUT NOT FOR PARKING), AS SET FORTH IN THE DECLARATION OF RIGHTS AND EASEMENTS DATED NOVEMBER 6, 1974 AND RECORDED NOVEMBER 14, 1974 AS DOCUMENT NUMBER 22908182.

PIN # 07-13-103-008
 999 PLAZA DRIVE
 SCHAUMBURG, IL

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EXHIBIT B

LOAN DOCUMENTS

- 1) WrapAround Junior Mortgage Note dated April 15, 2005, executed by National Plaza III L.L.C., an Illinois limited liability company, in favor of NW Loan LLC, an Illinois limited liability company, in the original principal balance of \$10,000,000.00.
- 2) WrapAround Junior Mortgage, Assignment of Rents and Security Agreement dated April 15, 2005, from National Plaza III L.L.C., an Illinois limited liability company, to NW Loan LLC, an Illinois limited liability company, to secure an indebtedness of \$10,000,000.00, dated April 15, 2005 and recorded April 22, 2005 as Document Number 051121924, Official Records of Cook County, Illinois;
- 3) UCC Financing Statement from National Plaza III L.L.C., an Illinois limited liability company, to NW Loan LLC, an Illinois limited liability company recorded April 22, 2005 as Document Number 0511219124, Official Records of Cook County, Illinois.
- 4) Intercreditor Agreement dated as of April 19th, 2005, by and among NW Loan LLC, and Illinois limited liability company and FT-MARC LOAN LLC, a Delaware limited liability company.
- 5) All other documents executed by National Plaza III L.L.C., an Illinois limited liability company in favor of NW Loan LLC, an Illinois limited liability company.
- 6) All rights of Assignor under Commonwealth Land Title Insurance Company's Lender's Title Insurance Policy No. Case Number 10565861.