

Return Documents to:
Ellie Campbell
Law Title - National Div.
2000 W. Galena Blvd. #200
Aurora, IL 60506

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Doc#: 0728348024 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/10/2007 09:52 AM Pg: 1 of 22

Prepared by and after recording
return to:—

Powell Goldstein LLP
2200 Ross Avenue, Suite 3300
Dallas, TX 75201
Attn: Kyle B. Beaty, Esq.

Property: U-Stor-It Self Storage
Loan No.: 506105098

**ASSUMPTION OF LIABILITY
AND MODIFICATION AGREEMENT**

THIS ASSUMPTION OF LIABILITY AND MODIFICATION AGREEMENT (this "Agreement") is made to be effective as of July 23, 2007 (the "Effective Date"), by and among U-STOR-IT (95TH STREET) LLC, an Illinois limited liability company ("Borrower"), whose address is 1000 E. 95th Street, Chicago, IL 60619, and APF WO 30, LP, a Delaware limited partnership ("Purchaser"), whose address is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801, and WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF GS MORTGAGE SECURITIES CORPORATION II COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-C1 ("Lender"), as established under the Pooling and Servicing Agreement dated as of April 1, 2004, whose address is c/o Prudential Asset Resources, Inc., 2200 Ross Avenue, Suite 4900E, Dallas, Texas 75201. LAWRENCE S. NORA, an individual ("Existing Indemnitor"), being the guarantor(s) under the Guaranty (hereinafter defined) and, with Borrower, the indemnitor(s) under the Environmental Indemnity (hereinafter defined), joins in the execution hereof with respect to the matters set forth in Paragraph 5 hereinbelow. JPMorgan Alternative Property Fund Domestic I, LP, a Delaware limited partnership ("New Indemnitor"), joins in the execution hereof with respect to the matters set forth in Paragraph 4 hereinbelow.

RECITALS:

A. Prudential Mortgage Capital Company, LLC, a Delaware limited liability company ("Original Lender"), made a loan (the "Loan") in the original principal amount of FOUR MILLION FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$4,450,000.00) to Borrower.

B. To evidence the Loan, Borrower executed and delivered to Original Lender that certain Promissory Note, dated October 27, 2003 (the "Note"), payable to the order of Original

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Lender in the original principal sum of FOUR MILLION FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$4,450,000.00), bearing interest and being payable as therein provided.

C. Payment of the Note is secured by, among other instruments, that certain Mortgage and Security Agreement of even date therewith (the "Security Instrument"), executed by Borrower for the benefit of Original Lender, encumbering, among other property, that certain parcel of real property located in Cook County, Illinois, which is more particularly described on Exhibit A attached hereto and incorporated herein for all purposes (the "Property").

D. The Security Instrument is recorded as Document No. 0330132011 in the Official Real Estate Records of Cook County, Illinois (the "Records"), said Security Instrument and the record thereof being incorporated herein for all purposes.

E. Payment of the Note is further secured by certain other instruments, including specifically, without limitation, that certain Assignment of Leases and Rents of even date with the Note (the "Assignment of Leases"), recorded as Document No. 0330132012 in the Records.

F. Borrower and Existing Indemnitor also executed a Hazardous Substances Indemnity Agreement (the "Environmental Indemnity") with respect to the Loan, and Existing Indemnitor executed an Indemnity and Guaranty Agreement (the "Guaranty"), with respect to those matters commonly known as "non-recourse carveouts" set forth in the Note, each of even date with the Note.

G. Lender is the current owner and holder of the Loan and succeeded to the interest of Original Lender under the Loan Documents by assignment.

H. Borrower desires to sell, convey and transfer the Property to Purchaser subject to Purchaser's assumption of the Loan Documents and Borrower and Purchaser have requested Lender's consent to such transfer and assumption.

I. Lender desires to grant its consent to the transfer and assumption subject to the terms and conditions as more specifically provided hereinbelow.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Recitals are incorporated herein by reference and made a part hereof. For purposes hereof, the following terms shall have the meanings set forth below. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Security Instrument.

(a) "Loan Documents" shall mean the Note, the Security Instrument, the Assignment of Leases, the Environmental Indemnity, and the Guaranty, together with all other documents evidencing and securing the Loan.

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(b) "Assumption Documents" shall mean this Agreement, together with all other documents executed or delivered in connection herewith or with the assumption of the Loan Documents by Purchaser as set forth herein, including (without limitation) the Substitution Agreement and the Consent of Manager (as such terms are hereinafter defined).

(c) "Assumed Loan Documents" shall mean the Loan Documents, as assumed by Purchaser and as modified and supplemented by the Assumption Documents.

2. Borrower agrees to sell, grant and convey to Purchaser all right, title and interest in and to the Property subject to the liens and encumbrances of the Loan Documents and to the terms and provisions of this Agreement and the other Assumption Documents.

3. Purchaser hereby assumes liability for and agrees to pay and perform any and all of the indebtedness which Borrower may now be, or which Purchaser hereafter becomes, obligated to pay under or in connection with the Note, the Security Instrument, the Assignment of Leases and any of the other Assumed Loan Documents, and any and all other obligations which Borrower may now or hereafter be obligated to perform under or in connection with the Note, the Security Instrument, the Assignment of Leases and any of the other Assumed Loan Documents, without reservation or exception (other than as provided in Section 4 below), to the same extent as though Purchaser were the original obligor, subject, however, to any limitations set forth in the Assumed Loan Documents with respect to recourse against the borrower in the event of a default.

4. Without limitation, Purchaser acknowledges its full, personal liability for those matters commonly known as "non-recourse carveouts" set forth in Section 2.04 of the Note accruing or first occurring from and after the Effective Date (the "Non-Recourse Carveouts"), and for any representations, warranties, covenants and indemnities contained in any of the Assumed Loan Documents relating to environmental matters without limitation as to the time of occurrence (the "Environmental Liabilities") (the Non-Recourse Carveouts and Environmental Liabilities being herein referred to as "Purchaser's Recourse Obligations"). Additionally, by that certain Substitution of Guarantor of even date herewith (the "Substitution Agreement"), New Indemnitor has assumed and agreed to have joint and several liability with Purchaser for Purchaser's Recourse Obligations, in accordance with the terms of such instrument.

5. Borrower and Existing Indemnitor, respectively, are released from their respective obligations as set forth in the Note, the Security Instrument, the Assignment of Leases and any of the other Loan Documents, except for Non-Recourse Carveouts and Environmental Liabilities which arise out of acts or events occurring or obligations arising prior to or simultaneously with the transfer of the Property to Purchaser (the "Surviving Recourse Obligations"). To the extent of the Environmental Liabilities arising prior to or simultaneously with the transfer of the Property to Purchaser, the obligations of Borrower and Purchaser shall, as to Lender, be joint and several. Borrower agrees that Lender may, without notice to Borrower and without releasing Borrower from

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liability, accept collections directly from Purchaser and otherwise deal with Purchaser in all matters relating to the Note, the Security Instrument, the Assignment of Leases and any of the other Loan Documents, without notice to Borrower to the same extent as though Borrower were not, to the extent of the Surviving Recourse Obligations, jointly and severally liable with Purchaser, and that the Surviving Recourse Obligations shall not be released, waived, increased, expanded or otherwise affected in any way notwithstanding any agreements, arrangements, releases, compromises, acceptances of late payments, novations or any other dealings whatsoever between Lender and Purchaser or any other party concerning the Note, the Security Instrument, the Assignment of Leases and any of the Loan Documents or the property secured thereby. Borrower agrees that Lender may, without notice to Borrower and without releasing Borrower from the Surviving Recourse Obligations, elect any remedy and compromise or release any debt or grant extensions of time for payment all on terms satisfactory to Lender or by operation of law or otherwise. By its signature below, Existing Indemnitator agrees to the matters set forth in the preceding two sentences with respect to its continuing liability for the Surviving Recourse Obligations, including, without limitation, those arising pursuant to the Environmental Indemnity and the Guaranty.

6. Borrower and Purchaser each represent and warrant to Lender for themselves and on their own behalf (but not as to the other) that:

(a) neither has placed, agreed to, authorized or knows of any lien against the Property (other than the Loan Documents and Permitted Exceptions, as defined in the Security Instrument);

(b) to their knowledge there is no second mortgage or other lien now outstanding against the Property (other than taxes for the current year only, which are not yet due and payable);

(c) the lien of the Security Instrument is a valid first and subsisting lien on the Property (subject only to real estate taxes for the current year only, which are not yet due and payable);

(d) the execution, delivery and recording of this Agreement will not impair the lien of the Security Instrument;

(e) all information, documents and financial information, respectively, submitted to Lender by the warranting party or its agents relating to Purchaser, Borrower or their general partners, members, guarantors, parents or subsidiaries is true, correct and complete and accurate in all material respects as of the date of the submission and as of the date of this Agreement; and

(f) the person(s) executing this Agreement on behalf of Purchaser and Borrower, respectively, have the full authority to do so and to bind Purchaser or Borrower, as applicable.

Borrower hereby further represents, warrants and covenants to Lender and Purchaser that no Event of Default exists under the Loan Documents, nor does any event

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or condition exist which, with the giving of notice or the passage of time or both, would constitute an Event of Default.

7. The Property shall remain in all respects subject to the liens, charges and encumbrances of the Security Instrument and the other Loan Documents and/or conveyance of title contained in the Loan Documents. Nothing in this Agreement shall affect or be construed to (a) affect the warranty of title in the Security Instrument or (b) affect the liens, charges or encumbrances of the Security Instrument or the other Loan Documents or the priority thereof over all other liens, charges, encumbrances or conveyances, or (c) release or affect the liability of any party or parties under or on account of the Loan Documents, except to the extent Borrower and the Existing Indemitor are expressly released under Paragraph 5 of this Agreement. Nothing in this Agreement shall affect or be construed to affect any other security or instrument, if any, held by Lender in connection with or to evidence the Loan.

8. As a condition precedent to Lender's consent to the transfer to Purchaser and assumption of the Loan Documents by Purchaser, Purchaser represents, warrants and covenants to Lender as follows:

(a) Purchaser is a limited partnership, duly organized, validly existing and in good standing under the laws of the State of Delaware, and has full power and authority to conduct the business of owning and operating the Property in the state where the Property is located.

(b) Purchaser is not a foreign corporation, foreign partnership, foreign trust or foreign estate, as those terms are defined in the Internal Revenue Code. Purchaser's U.S. employer identification number is 20-8472491 and office address is c/o J.P. Morgan Investment Management, Inc., 245 Park Avenue, NY, NY 10167. This statement is made by Purchaser in compliance with Section 1445 of the Internal Revenue Code to exempt any transferee of the Property from withholding the tax required upon a foreign transferor's disposition of a U.S. real property interest.

(c) Lender is not required to withhold any tax as a result of the transfer of the Property to Purchaser or upon the exercise by Lender of any of its rights or remedies pursuant to the Security Instrument. Purchaser agrees to inform Lender promptly if any of the above information in this subparagraph should change and no longer be true. Purchaser understands that the information set forth herein may be disclosed to the Internal Revenue Service and that any false statement contained herein could be punished by fine, imprisonment, or both.

(d) The execution and delivery of this Agreement and of the documents and instruments effecting such sale, conveyance and assignment of the Property to Purchaser have been duly authorized by Purchaser, and this Agreement and such other documents and instruments have been duly executed and delivered by Purchaser.

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(e) This Agreement, the other Assumption Documents and the Assumed Loan Documents, constitute the legal, valid and binding obligations of Purchaser enforceable in accordance with their respective terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting the rights of creditors generally or general principles of equity. Neither the entry into nor the performance of and compliance with this Agreement, the other Assumption Documents or any of the Assumed Loan Documents has resulted or will result in any violation of, or conflict with or default under, any judgment, decree, order, mortgage, indenture, contract, agreement or lease by which Purchaser or any property of Purchaser is bound or any statute, rule or regulation applicable to it.

(f) To the best of Purchaser's knowledge, there is no action, proceeding or investigation pending or threatened, which questions, directly or indirectly, the validity or enforceability of the Assumption Documents or any of the Assumed Loan Documents, or any action taken or to be taken pursuant thereto, or which might result in any material adverse change in the condition (financial or otherwise) or business of Purchaser.

(g) Purchaser has personal knowledge of all of the terms and conditions of the Assumed Loan Documents and further agrees that Lender has no obligation to provide any information to Purchaser regarding the terms and conditions of the Loan Documents. Purchaser further understands and acknowledges that, except as expressly provided hereunder or in another writing executed by Lender, Lender has not waived any right of Lender or obligation under the Loan Documents and Lender has not agreed to any modification of any provision of any Loan Document or to any extension of the Loan.

(h) No representation or warranty of Purchaser made in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make such representations and warranties not misleading in light of the circumstances under which they are made.

(i) There has been no material adverse change in the representations made or information heretofore supplied by Purchaser in connection with the assumption of the Loan, including, but not limited to, with respect to (a) the composition, structure, finances, business operations, credit prospects or financial condition of Purchaser or any other entity or person within the organizational structure of Purchaser or which or who has a direct or indirect ownership interest in Purchaser and (b) to the best of Purchaser's knowledge, the rental income, condition or ownership of the Property.

(j) (i) As of the Effective Date, Purchaser will have acquired from Borrower all of the Property, and accepted Borrower's assignment of the Leases and Rents; (ii) as of the Effective Date, Purchaser will have assumed the performance of Borrower's obligations under the Leases accruing after the date of such assignment; and (iii) Purchaser has not granted to Borrower or Existing

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Indemnitor a mortgage or other security instrument or lien upon the Property to secure any debt or obligations owed to Borrower or Existing Indemnitor.

(k) As of the date hereof, there are no rights to set off or counterclaim, nor any defenses of any kind, whether legal, equitable or otherwise, which would enable Purchaser to avoid or delay timely performance of its obligations under the Assumed Loan Documents.

(l) There are no loans payable by Purchaser to any partner or member of Purchaser or to any other person or entity which is in the organizational structure of Purchaser or who or which has a direct or indirect ownership interest in Purchaser or is an affiliate or subsidiary entity of any of the foregoing or is a stockholder, officer or director of any of the foregoing or is an affiliate or subsidiary entity of such stockholder, officer or director.

(m) Purchaser has furnished to Lender all insurance certificates required pursuant to the Loan Documents.

(n) Purchaser does not own any real property or assets other than the Property and does not operate any business other than the management and operation of the Property.

(o) Purchaser has filed all federal, state, county and municipal tax returns required to have been filed by Purchaser, and has paid all taxes which have become due pursuant to such returns or to any notice of assessment received by Purchaser, and Purchaser has no knowledge of any basis for additional assessment with respect to such taxes. To the best of Purchaser's knowledge, there are not presently pending any special assessments against the Property or any part thereof.

(p) After the Loan is assumed, Purchaser will, to the best of its knowledge, have sufficient working capital, including cash flow from the Property, not only to adequately maintain the Property, but also to pay all of Purchaser's outstanding debts as they come due.

9. Neither Purchaser, New Indemnitor nor their respective general partners is a country, territory, individual or entity named on a list maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), or is a Specially Designated National or Blocked Person under the programs administered by OFAC. If the foregoing certification, representation and warranty shall at any time be or become untrue or incorrect during the term of the Loan, an Event of Default shall be deemed to have occurred.

10. Lender hereby consents to said transfer and agrees that said transfer and sale shall not constitute an Event of Default under the Security Instrument or any of the other Loan Documents. This waiver applies only to this particular transfer and sale and not to any future transfer or sale. However, Lender does not waive any other Event of Default, whether now in existence or occurring hereafter, whether known or unknown.

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Lender has no actual knowledge of any monetary default under any of the Loan Documents. Purchaser and Borrower agree that they will not sell or attempt to sell or transfer or otherwise dispose of the property covered by the Security Instrument without the written consent of Lender, its successors or assigns, except for the sale referred to herein or as permitted under the Loan Documents as amended by Section 14 below.

11. Until further notice given by either party to the other in accordance with Section 4.5 of the Security Instrument:

(a) the following shall be the name and address for notices for Purchaser under the Security Instrument and the other Loan Documents and as "Debtor" under Section 1.22 of the Security Instrument:

If to Borrower: APF WO 30, LP
 c/o J.P. Morgan Investment Management Inc.
 245 Park Avenue
 New York, New York 10167
 Attention: Jean Anderson
 Facsimile No.: (212) 648-2266
 and
 Attention: Kevin Tatro
 Facsimile No.: (212) 648-2267

and c/o JP Morgan Investment Management Inc.
 P.O. Box 5005
 New York, New York 10163-5005

With a copy to: Stroock & Stroock & Lavan LLP
 180 Maiden Lane
 New York, New York 10038
 Attention: Brian Diamond, Esq.
 Facsimile No.: (212) 806-6006

(b) the following shall be the name and address for notices for Lender under the Security Instrument and the other Loan Documents and as "Secured Party" under Section 1.22 of the Security Instrument:

Wells Fargo Bank, N.A., Trustee
 c/o Prudential Asset Resources, Inc.
 2200 Ross Avenue, Suite 4900E
 Dallas, Texas 75201
 Loan No. 506105098

12. Reference is hereby made to that certain Consent and Agreement of Manager executed for the benefit of Original Lender, which shall cease to be a Loan Document as of the Effective Date. That certain Consent and Agreement of Manager

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dated of even date herewith executed by Purchaser and Devon Self Storage Holdings (US) LLC, as the approved replacement manager of the Property (the "Consent of Manager"), constitutes an Assumed Loan Document.

13. The parties hereby acknowledge and agree that the outstanding and unpaid principal balance of the Note as of July 6, 2007, is \$4,148,017.92. This amount has been determined after taking into account the payment received by Lender due for July 1, 2007. Currently, Lender holds the following amounts in escrow (as of July 6, 2007):

Tax Escrow: \$82,936.54
 Insurance Escrow: \$3,519.66
 Replacement Reserve: \$23,320.00
 Repair & Remediation Reserve: \$1,875.00

14. Section 1.13(a) of the Security Instrument is hereby amended by adding the following language to the end of such subsection:

Notwithstanding anything to the contrary contained above in this Section 1.13(a), the following transfers of direct or indirect interests in Mortgagor may be effected without prior notice to (or confirmation from) Mortgagee or any Rating Agency, the consent of Mortgagee or the payment of any fees or costs to Mortgagee, so long as such transfer is to a Permitted Transferee (as hereinafter defined): (x) the transfer of any limited partnership interest in Mortgagor, (y) the transfer of any shares in Mortgagor's general partner, or (z) the transfer of any interest in any "upstream" entity which owns a direct or indirect interest in any limited partner or general partner of Mortgagor. "Permitted Transferee" is defined as any pension fund or collective investment fund containing pension funds, separate accounts or other investors for which J.P. Morgan Investment Management Inc. or JPMorgan Chase Bank, N.A. (collectively, "JPMorgan") (or one of their respective parents, affiliates, or subsidiaries) acts as trustee, agent or investment or independent advisor, including, without limitation, any of the constituent entities, from time to time, of the funds marketed as the "JPMorgan Alternative Property Fund" or "APF", which include or shall include, without limitation, JPMorgan Alternative Property Fund Domestic I LP, JPMorgan Alternative Property Fund Domestic II LP, and any other fund investor vehicle now in existence or hereafter formed and controlled by JPMorgan, or any entity controlled by, or under common control with, any of the foregoing JPMorgan related entities. Even though advance notification is not necessary in the foregoing situations, Mortgagor shall provide Mortgagee with notice within thirty (30) days after the effective date of any such transfer if such transfer involves a forty-nine percent (49%) or greater transfer of partnership interests in Mortgagor along with copies of any amendments to the limited partnership agreement of Mortgagor, if applicable.

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15. The Note, the Security Instrument, the Assignment of Leases and any and all other Loan Documents are hereby modified to reflect the transfer provided for herein and all references therein to Borrower, shall be deemed to refer to Purchaser as of the date hereof. Except as expressly modified by this Agreement and the other Assumption Documents, the terms and conditions of the Loan Documents remain unchanged and are reaffirmed, ratified and confirmed and remain in full force and effect. Borrower is not **as of the Effective Date** entitled to any claim, counterclaim, defense, affirmative defense, or other right of setoff whatsoever against Lender, any servicer and their officers, directors, employees and agents (the "Released Parties") with regard to (x) the payment of the Note and the sums payable thereunder or (y) the enforcement of any of the rights and remedies of Lender under any of the Loan Documents. In consideration of Lender's consent under this Agreement and the release of Borrower under Paragraph 5 of this Agreement, Borrower hereby releases, waives, and surrenders any and all claims, counterclaims, defenses, affirmative defenses, and other rights of setoff whatsoever, relating to acts, events, conduct, or other matters whatsoever occurring **on or prior to the Effective Date**, that Borrower might otherwise have been entitled to assert or allege against the Released Parties (but not against Purchaser) for any reason under or in connection with the Loan or Loan Documents or the Assumption Documents, including, but not limited to, any matter related to, connected with, arising out of, or regarding this Agreement, the transfer of the Property, the payment of amounts due to Lender under the Note or the enforcement of the provisions under any of the Loan Documents. Purchaser acknowledges and agrees that the foregoing release, waiver, and surrender by Borrower is binding upon Purchaser for all events arising prior to the execution of this Agreement. Notwithstanding the foregoing, Purchaser does not hereby waive the right to assert performance or payment as an affirmative defense to any claim made by Lender in the future based on a Surviving Recourse Obligation.

16. PURCHASER AND BORROWER WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTER-CLAIM FILED BY EITHER OF THEM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE LOAN DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER IN CONNECTION THEREWITH OR THE LOAN.

17. All parties to this Agreement specifically confirm and agree that nothing in this Agreement shall be understood or construed to amount to a satisfaction or release in whole or in part of the Note, the Security Instrument, the Assignment of Leases or any of the other Loan Documents, or of the property covered by the Security Instrument from the effect thereof. All terms and conditions of the Loan Documents, including any written amendments or modifications heretofore agreed to by Lender, shall continue in full force and effect except as otherwise provided herein.

18. Except as expressly provided herein, the execution of this Agreement by the Lender does not and shall not constitute a waiver of any rights or remedies to which Lender is entitled pursuant to the Loan Documents, nor shall the same constitute a waiver of any default which may have heretofore occurred or which may hereafter occur with respect to the Loan Documents.

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

20. If any one or more of the provisions contained in this Agreement are for any reason invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

21. THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE GOVERNED BY THE APPLICABLE INTERNAL LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICT OF LAWS.

22. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

23. THIS AGREEMENT AND THE OTHER ASSUMED LOAN DOCUMENTS CONTAIN THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO WITH RESPECT TO THE ASSUMPTION OF THE LOAN AND FULLY SUPERSEDE ALL PRIOR AGREEMENTS AND UNDERSTANDINGS BETWEEN THE PARTIES PERTAINING TO SUCH SUBJECT MATTER. THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

24. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and permitted assigns.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement to be effective as of the day and year first above written.

LENDER:

WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF GS MORTGAGE SECURITIES CORPORATION II COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-C1

By: Wachovia Bank, National Association
Its: Master Servicer

By: Prudential Asset Resources, Inc., a Delaware corporation
Its: Subservicer

By: 
Print Name: Hal Collett
Print Title: Vice President

[signatures continue]

Approved
KBB
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BORROWER:

U-STOR-IT (95TH STREET) LLC, an Illinois limited liability company


By: Bluegill, LLC, an Illinois limited liability company

Its: Manager

By: *Larry S. Nora*
Name: Larry S. Nora
Title: Manager

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[signatures continue]



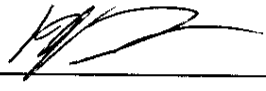
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PURCHASER:

APF WO 30, LP, a Delaware limited partnership

By: APF WO Manager 30, Inc.,
a Delaware corporation

Its: General Partner

By: 
 Name: _____
 Title: Kevin J. Tatro
Vice President

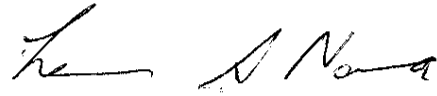
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[signatures continue]




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EXISTING INDEMNITOR:



LAWRENCE S. NORA, an individual

[signatures continue]

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NEW INDEMNITOR:

JPMORGAN ALTERNATIVE PROPERTY FUND
DOMESTIC I LP, a Delaware limited partnership

By: APF Domestic Manager, LLC, as general partner

By: J.P. Morgan Investment Management Inc., as
sole member,

By: 
Name: Kevin J. Tatro
Title: Vice President

Property of Cook County Clerks Office

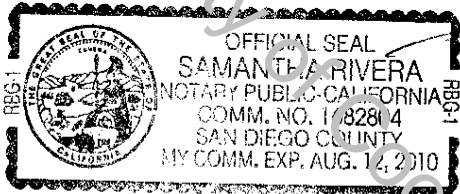


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STATE OF ~~ILLINOIS~~ ^{California})
 COUNTY OF ~~COOK~~ ^{San Diego}) ss.
)

I, Samantha Rivera a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that LAWRENCE S. NORA personally known to me to be the Manager of Bluegill, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged he signed and delivered the said instrument as manager and caused the company seal of said company to be affixed thereto, as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12 day of July, 2007.



Samantha Rivera
 Notary Public

Commission expires 08/12/10

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California
 STATE OF ILLINOIS §
 COUNTY OF ~~COOK~~ San Diego §
 COUNTY OF ~~COOK~~ §

I, Samantha Rivera a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that LAWRENCE S. NORA personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12 day of July, 2007.



Samantha Rivera
Notary Public

Commission expires 08/12/10

Notary Public

My Commission Expires: _____

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STATE OF ~~ILLINOIS~~ NEW YORK)
COUNTY OF NEW YORK) ss.

I, BEVERLY WYSOCKY a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that KEVIN J. TATRO personally known to me to be the VICE PRESIDENT of APF WO Manager 30, Inc., a Delaware corporation, General Partner of APF WO 30, LP, a Delaware limited partnership, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that he/she signed and delivered the said instrument as VICE PRESIDENT of said corporation, and caused the company seal of said company to be affixed thereto, as his/her free and voluntary act, and as the free and voluntary act and deed of said entities, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12 day of July, 2007.
Beverly Wysocky
Notary Public
Commission expires _____

BEVERLY WYSOCKY
Notary Public, State of New York
No. 01WY6159699
Qualified in Nassau County
My Commission Expires Jan. 22, 2011

STATE OF ~~ILLINOIS~~ NEW YORK)
COUNTY OF NEW YORK) ss.

I, BEVERLY WYSOCKY a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that KEVIN J. TATRO personally known to me to be the VICE PRESIDENT of J.P. Morgan Investment Management Inc., sole member of APF Domestic Manager, LLC, general partner of **JPMORGAN ALTERNATIVE PROPERTY FUND DOMESTIC I LP**, a Delaware limited partnership, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that he/she signed and delivered the said instrument as _____ of said corporation, and caused the company seal of said company to be affixed thereto, as his/her free and voluntary act, and as the free and voluntary act and deed of said entities, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12 day of July, 2007.
Beverly Wysocky
Notary Public
Commission expires _____

BEVERLY WYSOCKY
Notary Public, State of New York
No. 01WY6159699
Qualified in Nassau County
My Commission Expires Jan. 22, 2011

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U-Store
1000 E. 95th Street
Chicago, IL

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH AND EAST OF THE RIGHT OF WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, NORTH OF THE NORTH LINE OF EAST 95TH STREET, AND WEST OF A LINE DRAWN PARALLEL WITH AND 1204.62 FEET WEST OF THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 2, MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF EAST 95TH STREET, SAID POINT BEING 1204.62 FEET WEST OF THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WEST ALONG THE NORTH LINE OF EAST 95TH STREET A DISTANCE OF 982.40 FEET TO THE EAST LINE OF A TRACT OF LAND CONVEYED BY QUIT CLAIM DEED RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 4350890 IN BOOK 10711 AT PAGE 419; THENCE NORTHEASTERLY ON THE EAST LINE OF SAID TRACT A DISTANCE OF 32.58 FEET TO ITS INTERSECTION WITH THE SOUTHEASTERLY LINE OF THE CONNECTING RIGHT OF WAY BETWEEN THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD AND THE ILLINOIS CENTRAL RAILROAD THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE, BEING A CURVED LINE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 668.00 FEET; A DISTANCE OF 444.58 FEET TO ITS POINT OF TANGENCY WITH THE SOUTH RIGHT OF WAY OF THE SOUTH CHICAGO BRANCH OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD; THENCE EASTERLY ALONG SAID RIGHT OF WAY ON A CURVED LINE CONVEX SOUTHEASTERLY, TANGENT TO THE LAST DESCRIBED CURVED LINE AND HAVING A RADIUS OF 2915.00 FEET, A DISTANCE OF 33.14 FEET TO ITS POINT OF TANGENCY WITH A LINE DRAWN PARALLEL WITH AND 220 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 2; THENCE CONTINUING EAST ALONG THE SOUTH LINE OF SAID RIGHT OF WAY A DISTANCE OF 539.50 FEET TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 1204.62 FEET WEST OF THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 2 AFORESAID; THENCE SOUTH ON SAID PARALLEL LINE A DISTANCE OF 170 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE EAST LINE OF A TRACT OF LAND CONVEYED BY QUIT CLAIM DEED RECORDED AS DOCUMENT 4350890 IN BOOK 10711 AT PAGE 419 (SAID LINE ALSO BEING PARALLEL WITH AND 120 FEET EAST OF THE EASTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD (MEASURED ALONG THE NORTH LINE OF EAST 95TH STREET) AND THE SOUTHEASTERLY LINE OF THE CONNECTING RIGHT OF WAY BETWEEN THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD AND THE ILLINOIS CENTRAL RAILROAD AS PER DEED DATED JULY 28, 1873 AND RECORDED AS DOCUMENT 37552 (SAID POINT BEING 32.58 FEET NORTHERLY OF THE NORTH LINE OF EAST 95TH STREET MEASURED ALONG THE LINE PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD AS ABOVE MENTIONED); THENCE RUNNING NORTHERLY ALONG A LINE PARALLEL WITH AND 120 FEET EAST OF THE EASTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD (MEASURED

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PARALLEL WITH THE NORTH LINE OF EAST 95TH STREET) A DISTANCE OF 80.64 FEET TO ITS INTERSECTION WITH A CURVED LINE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 354.37 FEET; THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED CURVED LINE A DISTANCE OF 109.33 FEET (ARC) TO ITS INTERSECTION WITH A STRAIGHT LINE THAT IS PARALLEL WITH AND 151 FEET NORTH OF THE NORTH LINE OF EAST 95TH STREET THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 119.28 FEET TO ITS INTERSECTION WITH THE AFOREMENTIONED SOUTHEASTERLY LINE OF THE CONNECTING RIGHT OF WAY BETWEEN THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD AND THE ILLINOIS CENTRAL RAILROAD AS DESCRIBED IN THE ABOVE MENTIONED DOCUMENT NO. 37552 (SAID RIGHT OF WAY LINE BEING A CURVED LINE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 666.80 FEET) THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED RIGHT OF WAY LINE A DISTANCE OF 265.82 FEET (ARC) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE NORTH 170 FEET OF THE SOUTH 220 FEET OF THE WEST 128 FEET OF THE EAST 1084.62 FEET OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPT THEREFROM THE WEST 15 FEET OF THE SOUTH 147 FEET OF THE NORTH 170 FEET OF THE SOUTH 220 FEET OF THE EAST 971.62 FEET OF SAID SOUTHWEST 1/4 CONVEYED BY DEED RECORDED MAY 8, 2002 AS DOCUMENT NO. 0020527333).

PARCEL 4:

THE NORTH 170 FEET OF THE SOUTH 220 FEET OF THE WEST 120 FEET OF THE EAST 1204.62 FEET OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER(S):

25-02-318-011 (PARCELS 1 AND 2)

25-02-318-018 (PARCEL 4)

25-02-318-020 (PARCEL 3 AND OTHER PROPERTY, BEING THE PREMISES CONVEYED BY DEED RECORDED AS DOCUMENT NO. 0020527333)