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Cook County Recorder 59.50

This Instrument Prepared By:

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Neal, Gerber & Eisenberg
Suite 2200
2 North LaSalle
Chicago, IL 60602



ASSIGNMENT OF NOTES AND LIENS

THIS ASSIGNMENT OF NOTES AND LIENS ("Assignment") is made and entered into as of the 25th day of August, 1999, by and between WOODFIELD FINANCIAL CONSORTIUM, L.P., a Delaware limited partnership ("Assignor") and WFRB INVESTORS, L.L.C., a Delaware limited liability company ("Assignee").

RECITALS

A. Assignor is the present legal and equitable owner and holder of that certain loan (the "First Loan") evidenced by Promissory Note No. 1 in the original principal amount of \$31,000,000 dated April 15, 1980, made by LaSalle National Bank as Trustee ("Original Trustee") under the trust created by Trust Agreement dated March 21, 1979 and known as Trust No. 101568 (the "Trust") and originally payable to the order of Aetna Life Insurance Company, a Connecticut corporation ("Aetna") (the "Original Note"), as amended by a Modification Agreement between Aetna and LaSalle National Trust, N.A., as Successor Trustee to Original Trustee ("Successor Trustee"), dated as of June 1, 1988 and recorded on August 16, 1991 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 91418492 ("Modification Agreement"), which Original Note was assigned to Assignor pursuant to Assignment of Note and Liens between Aetna and Assignor dated as of December 30, 1994 and recorded on December 30, 1994 in the Office of the Recorder of Deeds of Cook County,

Illinois as Document No. 04086148 (the Original Note, as amended by said Modification Agreement and by the Modification and Joinder hereinafter described, being referred to herein as the "First Note").

B. The sole beneficiary under the Trust was 1800 Partners Limited Partnership, an Illinois limited partnership (the "Beneficiary").

C. The First Note is secured by, among other things, the security documents described in Exhibit A attached hereto and made a part hereof (the "First Security Documents").

D. Assignor is the present legal and equitable owner and holder of that certain loan (the "Second Loan") evidenced by Secured Promissory Note in the original principal amount of \$7,000,000 dated December 19, 1996, made by Successor Trustee on behalf of the Trust and payable to the order of Assignor (the "Second Note").

E. The Second Note is secured by, among other things, the security documents described in Exhibit B attached hereto and made a part hereof (the "Second Security Documents").

F. Pursuant to Subordination Agreement between Assignor and Successor Trustee on behalf of the Trust dated December 17, 1996 and recorded on February 11, 1997 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 97099670 ("Subordination Agreement"), the lien of the First Security Documents were subordinated to the lien of the Second Security Documents.

1. Assignor hereby assigns, contributes, transfers, conveys, endorses and delivers to Assignee without recourse, representation or warranty of any kind, whether expressed or implied, statutory or otherwise (the warranties provided for in § 810 ILCS 5/3-416 being specifically disclaimed), (i) the First Note, the First Security Documents and Chicago Title Insurance Company Loan Policy No. 1401 6731287 D2, (ii) the Second Note, the Second Security Documents and any title insurance loan policy relating thereto, and (iii) all right, title and interest of Assignor in and to any claims or rights Assignor now has against Successor Trustee, the Trust, Beneficiary, Hyatt Corporation in its capacity as manager of the hotel located on the Premises (the "Hotel"), or any other third parties, in all cases arising out of or in any way relating to the loans evidenced by the First Note, the First Security Documents, the Second Note, the Second Security Documents, the Hotel or the Management Agreement between Original Trustee and Hyatt Corporation dated April 25, 1980, as amended by Amendment to Management Agreement dated as of September 10, 1981 and by Second Amendment to Management Agreement dated as of January 1, 1989 (said Management Agreement, as so amended, the "Management Agreement"), excluding claims arising hereunder or relating to the transaction contemplated hereby, and excluding any claims or rights of contribution or indemnification with respect to any liability relating to the First Loan, the First Security Documents, the Second Loan, the Second Security Documents, or the Premises arising out of or relating to events which occurred or facts or

circumstances which existed prior to the date hereof, to have and to hold the same unto the Assignee, its successors and assigns. The First Note, the First Security Documents, the Second Note and the Second Security Documents are being assigned in an "AS IS" condition, on a "WHERE IS" and "WITH ALL FAULTS" basis and without any representations, warranties or recourse, expressed or implied, of any type, kind, character or nature, statutory or otherwise, in fact or in law, or any warranties of merchantability or fitness for a particular purpose with respect to any term or condition of the First Note, the First Security Documents, the Second Note or the Second Security Documents or with respect to any of the collateral referred to therein, except as specifically set forth in Paragraph 2 below. Without limiting the foregoing, neither Assignor nor any representative, agent, employee or servant of Assignor makes any representation or warranty regarding (i) the collectibility or value of the First Note, the First Security Documents, the Second Note or the Second Security Documents, (ii) the creditworthiness or financial condition of the Successor Trustee or Beneficiary or the ability of the Successor Trustee or the Beneficiary to perform its obligations under the First Note, any of the First Security Documents, the Second Note or any of the Second Security Documents, (iii) the due execution, validity, sufficiency, or the perfection or priority of any liens or security interests securing or appearing to secure or relating to the First Note, any of the First Security Documents, the Second Note or any of the Second Security Documents or with respect to any of the property or collateral

covered by such liens, (iv) the condition of the First Loan, the Second Loan or the value of any collateral included in any of the First Security Documents or the Second Security Documents or the income potential thereof, (v) rights of offset, deductions, negotiability, or holder in due course status, the accuracy or completeness of the matters disclosed, represented or warranted by any party in the First Note, any of the First Security Documents, the Second Note or any of the Second Security Documents, (vi) the performance of the obligations of any party under the First Note, any of the First Security Documents, the Second Note or any of the Second Security Documents, (vii) the adequacy of the collateral described in the First Security Documents, or the Second Security Documents, or (viii) the existence or nonexistence of any default or event of default under the First Note or any of the First Security Documents or Second Note or any of the Second Security Documents.

2. Assignor represents to Assignee that Assignor is the holder of the First Note and Second Note and beneficiary under the First Security Documents and Second Security Documents. Assignor shall have no responsibility for the financial condition of the Trust or Beneficiary or for the ability of the Trust or Beneficiary to perform their respective obligations under the First Note, First Security Documents, Second Note or Second Security Documents.

3. This Assignment may be executed in separate counterparts, each of which shall be an enforceable document, but all of which together shall constitute one and the same document.

EXECUTED and DELIVERED as of the date first above written.

ASSIGNOR:

WOODFIELD FINANCIAL CONSORTIUM, L.P.

By: Woodfield Financial, Inc., its
general partner

By: 

Name: GLENN MILLER

Title: VP

ACKNOWLEDGED AND AGREED TO BY ASSIGNEE:

ASSIGNEE:

WFRB INVESTORS, L.L.C.

By: Woodfield Financial Consortium,
L.P., its Member

By: Woodfield Financial, Inc.,
its general partner

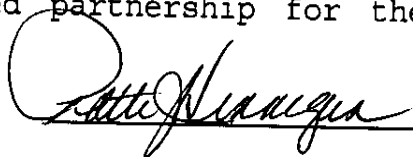
By: 
Name: SIMON ZUNAMON

Title: V.P.

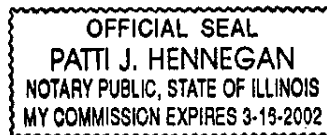
Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 25 day of August, 1999, by GLEN MILLER, VICE PRESIDENT of Woodfield Financial, Inc., acting in its capacity as general partner of Woodfield Financial Consortium, L.P., as his free and voluntary act and as the free and voluntary act and deed of said corporation and of said limited partnership for the uses and purposes therein set forth.



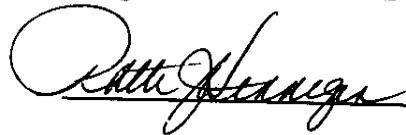
Notary Public
My Commission Expires:



Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 15 day of August, 1999, by SIMON ZORANKIN, VICE PRESIDENT of Woodfield Financial, Inc., acting in its capacity as general partner of Woodfield Financial Consortium, L.P., acting in its capacity as Member of WFRB Investors, LLC, as his free and voluntary act and as the free and voluntary act and deed of said corporation, of said limited partnership and of said limited liability company for the uses and purposes therein set forth.



Notary Public
My Commission Expires:



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SCHEDULE A
First Security Documents

1. Mortgage, Assignment of Rents and Security Agreement dated April 15, 1980 and recorded on June 18, 1980 as Document No. 25489773 in the Office of the Recorder of Deeds of Cook County, Illinois, as supplemented by Supplemental Mortgage dated November 25, 1981 and recorded on November 25, 1981 as Document No. 26070574 in said Office and re-recorded on November 30, 1981 as Document No. 26072949 in said Office, as amended by Modification Agreement dated as of June 1, 1988 and recorded on August 16, 1991 as Document No. 91418492 in said Office (the "Modification Agreement").
2. First Assignment of Rents and Leases dated April 15, 1980 and recorded on June 18, 1980 as Document No. 2549773 in the Office of the Recorder of Deeds of Cook County, Illinois, as modified by the Modification Agreement.
3. UCC-1 Financing Statement from LaSalle National Trust, N.A., Trustee under Trust No. 101568, Debtor, to Aetna Life Insurance Company, Secured Party, recorded on August 16, 1991 as Document No. 91U14399 in the Office of the Recorder of Deeds of Cook County, Illinois.
4. UCC-1 Financing Statement from LaSalle National Trust, N.A., Trustee under Trust No. 101568, Debtor, to Aetna Life Insurance Company, Secured Party, recorded on August 16, 1991 as Document No. 91U14400 in the Office of the Recorder of Deeds of Cook County, Illinois.
5. UCC-1 Financing Statement from 1800 Partners Limited Partnership, Debtor, to Aetna Life Insurance Company, Secured Party, recorded on August 16, 1991 as Document No. 91U14398 in the Office of the Recorder of Deeds of Cook County, Illinois.
6. UCC-1 Financing Statement from 1800 Partners Limited Partnership, Debtor, to Aetna Life Insurance Company, Secured Party, recorded on August 16, 1991 as Document No. 91U14401 in the Office of the Recorder of Deeds of Cook County, Illinois.
7. UCC-1 Financing Statement Filing No. 2885974 from LaSalle National Trust, N.A., Trustee under Trust No. 101568, Debtor, to Aetna Life Insurance Company, Secured Party, filed in the Office of the Secretary of State of the State of Illinois on August 21, 1991.
8. UCC-1 Financing Statement Filing No. 2886092 from LaSalle National Trust, N.A., Trustee under Trust No. 101568, Debtor, to Aetna Life Insurance Company, Secured Party, filed in the Office of the Secretary of State of the State of Illinois on August 21, 1991.

9. UCC-1 Financing Statement Filing No. 2885972 from 1800 Partners Limited Partnership, Debtor, to Aetna Life Insurance Company, Secured Party, filed in the Office of the Secretary of State of the State of Illinois on August 21, 1991.
10. UCC-1 Financing Statement Filing No. 2885973 from 1800 Partners Limited Partnership, Debtor, to Aetna Life Insurance Company, Secured Party, filed in the Office of the Secretary of State of the State of Illinois on August 21, 1991.

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EXHIBIT B

Second Security Documents

1. Mortgage, Assignment of Rents and Security Agreement from LaSalle National Trust, N.A., Trustee under Trust No. 101568 in favor of Woodfield Financial Consortium, L.P. dated December 19, 1996 and recorded on January 13, 1997 as Document No. 97-026047 in the office of the Recorder of Deeds of Cook County, Illinois.
2. UCC-1 Financing Statement from LaSalle National Trust, N.A., Trustee under Trust No. 101568, Debtor, to Woodfield Financial Consortium, L.P., filed on January 16, 1997 as Document No. 360493 in the Office of the Secretary of State of Illinois.
3. UCC-1 Financing Statement from 1800 Partners Limited Partnership, Debtor, to Woodfield Financial Consortium, L.P., filed on January 16, 1997 as Document No. 3640189 in the Office of the Secretary of State of Illinois.
4. UCC-2 Financing Statement from LaSalle National Trust, N.A., Trustee under Trust No. 101568, Debtor, to Woodfield Financial Consortium, L.P., recorded on January 14, 1997 as Document No. 97UO0604 in the Office of the Recorder of Deeds of Cook County, Illinois.
5. UCC-2 Financing Statement from 1800 Partners Limited Partnership, Debtor, to Woodfield Financial Consortium, L.P., recorded on January 14, 1997 as Document No. 97UO0605 in the Office of the Recorder of Deeds of Cook County, Illinois.

EXHIBIT C

Legal Description of Premises

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LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHERLY LINE OF GOLF ROAD, AS WIDENED AS SHOWN ON DOCUMENT 20885775, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF GOLF ROAD, AFORESAID, AND A LINE, 68.43 FEET EAST, ([AS MEASURED ALONG THE SOUTH LINE THEREOF), OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE WESTERLY ALONG THE NORTHERLY LINE OF GOLF ROAD, 68.43 FEET TO AN ANGLE POINT IN SAID ROAD; THENCE CONTINUE WESTERLY, ALONG THE NORTHERLY LINE THEREOF, 510.23 FEET TO ITS INTERSECTION, WITH A LINE, DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF THE SAID SOUTH EAST 1/4, THROUGH A POINT 508.96 FEET WEST, (AS MEASURED ALONG THE SOUTH LINE THEREOF), OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12, AFORESAID; THENCE NORTHERLY ALONG THE LAST RIGHT ANGLES LINE HEREIN DESCRIBED, 1240.38 FEET TO ITS INTERSECTION, WITH THE NORTH LINE OF THE SOUTH 1364.64 FEET OF THE SOUTH EAST 1/4 OF SECTION 12, AFORESAID; THENCE EASTERLY, ALONG THE SAID LINE, 507.42 FEET TO ITS INTERSECTION, WITH THE HEREINBEFORE MENTIONED LINE, 68.43 FEET, EAST OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12; THENCE SOUTHERLY, ALONG THE SAID LINE, 2224.67 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM THE FOREGOING, THE FOLLOWING DESCRIBED PORTION THEREOF DEDICATED FOR ROADWAY AND LIKE PURPOSES PURSUANT TO PLAT OF DEDICATION RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 25489772, TO WIT:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 291.0 FEET OF THE SOUTH EAST 1/4 AFORESAID, AND A LINE 68.43 FEET EAST (AS MEASURED ALONG THE SOUTH LINE THEREOF) OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTHERLY ALONG THE LAST DESCRIBED LINE TO THE NORTH LINE OF THE SOUTH 197.00 FEET OF THE SOUTH EAST 1/4, AFORESAID; THENCE WESTERLY ALONG SAID LINE TO ITS INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SOUTH EAST 1/4 THROUGH A POINT 248.32 FEET WEST, (AS MEASURED ALONG THE SOUTH LINE THEREOF) OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12, AFORESAID; THENCE SOUTHERLY ALONG THE LAST RIGHT ANGLE LINE HEREIN DESCRIBED 224.70 FEET TO THE AFOREMENTIONED NORTH LINE OF GOLF ROAD; THENCE EASTERLY ALONG SAID NORTH LINE OF GOLF ROAD TO INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SOUTH EAST 1/4 THROUGH A POINT 146.33 FEET WEST (AS MEASURED ALONG THE SOUTH LINE

THEREOF OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTHERLY ALONG THE LAST RIGHT ANGLE LINE HEREIN DESCRIBED 159.61 FEET TO THE NORTH LINE OF THE SOUTH 291 FEET; AFORESAID THENCE EASTERLY ALONG SAID LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTEMENT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED IN RECIPROCAL GRANT ROADWAYS EASEMENTS RECORDED NOVEMBER 25, 1981 IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS AS DOCUMENT NO. 26070371, AND RE-RECORDED NOVEMBER 10, 1981 AS DOCUMENT NO. 26072946 IN, ON, OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

EASEMENT PARCEL "E":

AN EASEMENT, 24.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 80.43 FEET; THENCE NORTH 00 DEGREES, 25 MINUTES, 17 SECONDS EAST ALONG A LINE 80.43 FEET EAST (AS MEASURED AFORESAID) OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12 A DISTANCE OF 357.01 FEET TO A POINT ON THE NORTH LINE THE SOUTH 357.00 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE NORTH RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD) FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 25 MINUTES, 17 SECONDS EAST A DISTANCE OF 720.29 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 581.58 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL "G":

AN EASEMENT, 24.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 00.43 FEET; THENCE NORTH 00 DEGREES, 25 MINUTES, 17 SECONDS EAST ALONG A LINE 80.43 FEET EAST (AS MEASURED AFORESAID) OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12 A DISTANCE OF 1077.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH

1077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 25 MINUTES, 17 SECONDS EAST A DISTANCE OF 163.22 FEET TO A POINT ON A LINE 1240.49 FEET NORTH (AS MEASURED AT RIGHT ANGLES) ON AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, SAID POINT OF TERMINATION ALSO BEING 581.41 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT APPURTEMENT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENTS FOR SANITARY SEWER AND WATER MAIN, RECORDED NOVEMBER 25, 1981 IN THE OFFICE OF THE RECORDED OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 26070572, AND RE-RECORDED NOVEMBER 30, 1981 AS DOCUMENT NO. 26072967 IN, ON, OVER AND ACROSS THE FOLLOWING RECORDED PROPERTY:

EASEMENT PARCEL "D"

AN EASEMENT, 10.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 121.16 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 140.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 937.27 FEET OF THE SOUTH 1077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE NORTH LINE OF GOLF ROAD AS WIDENED PER DOCUMENT NO. 0989779) FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 151.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 291.00 FEET OF THE SOUTH EAST 1/4 OF SECTION 12 (ALSO BEING THE SOUTH RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD) 543.78 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL "I":

AN EASEMENT, 10.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTH LINE OF SAID SECTION 12 (SAID SOUTH LINE HAVING A BEARING OF SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST) 144.59 FEET WEST (AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 12) OF THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE NORTH 09 DEGREES, 10 MINUTES, 18 SECONDS EAST A DISTANCE OF 361.97 FEET TO THE POINT ON THE NORTH LINE OF THE SOUTH 357.00 FEET OF THE SOUTH

EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE NORTH RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD) FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 09 DEGREES, 30 MINUTES, 38 SECONDS EAST A DISTANCE OF 159.00 FEET; THENCE SOUTH 89 DEGREES, 43 MINUTES, 52 SECONDS EAST A DISTANCE OF 9.96 FEET TO ITS POINT OF TERMINATION ON THE WESTERLY LINE OF THE PERMANENT EASEMENT TO THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO AS PER DOCUMENT NO. 21391850, SAID POINT OF TERMINATION BEING 514.56 FEET NORTH (AS MEASURED AT RIGHT ANGLES) OF THE SOUTH LINE OF SAID SECTION 12 AND 51.49 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL GRANT OF EASEMENTS FOR STORM SEWER AND WATER DETENTION RECORDED NOVEMBER 29, 1981 IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS AS DOCUMENT NO. 26070573, AND RE-RECORDED NOVEMBER 10, 1981 AS DOCUMENT 26072348 IN, ON, OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

EASEMENT PARCEL "A":

AN EASEMENT 10.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41, SOUTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 12, (SAID SOUTH LINE HAVING A BEARING OF SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST) 322.30 FEET WEST (AS MEASURED ALONG SAID SOUTH LINE) OF THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 291.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 01 MINUTES, 00 SECONDS EAST A DISTANCE OF 39.37 FEET TO A POINT OF THE NORTH LINE OF THE SOUTH 291.00 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE SOUTH RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD) 325.14 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL "B":

AN EASEMENT 10.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 68.41 FEET; THENCE NORTH 00 DEGREES, 25 MINUTES, 17 SECONDS EAST ALONG A LINE 68.43 FEET EAST (AS MEASURED AFORESAID) OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF

THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12 A DISTANCE OF 699.40 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 25 DEGREES, 22 MINUTES, 50 SECONDS EAST A DISTANCE OF 74.48 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 229.30 FEET TO ITS POINT OF TERMINATION OF THE WEST LINE OF EASEMENT PARCEL "C" (HEREINAFTER DESCRIBED), SAID POINT OF TERMINATION BEING 632.09 FEET NORTH (AS MEASURED AT RIGHT ANGLES) OF THE SOUTH LINE OF SAID SECTION 12 AND 332.31 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL "C":

AN EASEMENT, 10.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 12 (SAID SOUTH LINE HAVING A BEARING OF SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST) 323.30 FEET WEST (AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 12) OF THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 357.00 FEET TO THE POINT ON THE NORTH LINE OF THE SOUTH 357.00 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE NORTH RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD) FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 720.27 FEET TO THE POINT ON THE NORTH LINE OF THE SOUTH 1077.27 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 12 330.14 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL "J"

AN EASEMENT, 10.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTH LINE OF SAID SECTION 12 (SAID SOUTH LINE HAVING A BEARING OF SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST) 158.91 FEET WEST (AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 12) OF THE SOUTH EAST CORNER OF SAID SECTION 12; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 140.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 937.27 FEET OF THE SOUTH 1077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE NORTH LINE OF GOLF ROAD AS WIDENED PER DOCUMENT NO. 20885775) FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 35.00 FEET TO A POINT ON A LINE 175.00 FEET NORTH (AS MEASURED AT RIGHT ANGLES OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, SAID POINT OF TERMINATION ALSO BEING 150.02 FEET WEST

(AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL "K":

AN EASEMENT IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 12 (SAID BEARING OF SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST) 123.54 FEET WEST (AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 12) OF THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE NORTH 06 DEGREES, 29 MINUTES, 12 SECONDS EAST A DISTANCE OF 140.95 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 937.27 FEET OF THE SOUTH 1077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE NORTH LINE OF GOLF ROAD AS WIDEN PER DOCUMENT 20885775) AND THE POINT BEGINNING; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS ALONG THE LAST DESCRIBED LINE A DISTANCE OF 429.73 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 136.00 FEET TO A POINT 276.00 FEET NORTH OF SOUTH LINE OF SAID SECTION 12; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG A LINE 276.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 445.91 FEET; THENCE SOUTH 06 DEGREES, 39 MINUTES, 12 SECONDS WEST A DISTANCE OF 136.92 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

THE SOUTH EAST 1/4 OF SAID SECTION 12, THENCE NORTH 00 DEGREES, 25 MINUTES, 17 SECONDS EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12 A DISTANCE OF 140.00 FEET TO A POINT ON THE NORTHERLY LINE OF GOLF ROAD AS WIDENED PER DOCUMENT NO. 20885775 FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES, 13 MINUTES, 56 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID GOLF ROAD A DISTANCE OF 149.43 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE EAST RIGHT OF WAY LINE OF SAID HARTLEY ROAD A DISTANCE OF 14061 FEET TO A POINT 276.00 FEET NORTH (AS MEASURED AT RIGHT ANGLES) OF THE SOUTH LINE OF SAID SECTION 12; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG A LINE 276.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 218.90 FEET TO A POINT 68.43 FEET EAST (AS MEASURED ALONG SAID SOUTH LINE OF SAID SECTION 12) OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE SOUTH 00 DEGREES, 25 MINUTES, 17 SECONDS WEST 00 DEGREES, 25 MINUTES, 17 SECONDS WEST ALONG A LINE 68.43 FEET EAST (AS MEASURED AFORESAID) OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12 A DISTANCE OF 136.00 FEET TO A POINT ON THE NORTH LINE OF SAID GOLF ROAD (ALSO BEING THE SOUTH LINE OF

THE NORTH 937.27 FEET OF THE SOUTH 1077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12); THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG THE NORTH LINE OF SAID GOLF ROAD A DISTANCE OF 68.43 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL "M":

AN EASEMENT IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 248.33 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD EXTENDED SOUTH; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE SOUTH EXTENSION OF THE WEST LINE OF SAID HARTLEY ROAD A DISTANCE OF 132.30 FEET TO A POINT IN THE NORTHERLY LINE OF GOLF ROAD AS WIDENED PER DOCUMENT NO. 20885775 FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES, 18 MINUTES, 56 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID GOLF ROAD A DISTANCE OF 260.75 FEET, THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG A LINE 260.75 FEET WEST (AS MEASURED AFORESAID) AND PARALLEL WITH THE WEST RIGHT OF WAY LINE OF SAID HARTLEY ROAD A DISTANCE OF 143.70 FEET; THENCE NORTH 88 DEGREES, 13 MINUTES, 56 SECONDS EAST ALONG A LINE 143.70 FEET NORTH (AS MEASURED AFORESAID) OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID GOLF ROAD A DISTANCE OF 260.75 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HARTLEY ROAD, THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG THE WEST RIGHT OF WAY LINE OF SAID HARTLEY ROAD A DISTANCE OF 143.70 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND FROM SAID EASEMENTS OVER AND ACROSS THE ADJACENT LAND FOR THE PURPOSES THEREIN GRANTED, SAID RIGHT OF INGRESS AND EGRESS TO BE EXERCISED IN A REASONABLE MANNER SO AS NOT TO INTERFERE WITH THE BUSINESS OF HOTEL ON PARCEL 1.

(AFFECTS PARCEL 1)

THE PROPERTY AND THE BUILDINGS AND IMPROVEMENTS THEREON ARE LOCATED AT THE FOLLOWING STREET ADDRESS:

1800 EAST GOLF ROAD
SCHAUMBURG, ILLINOIS

PIN: 07-12-400-010-0000

07-12-400-011-0000

G. Pursuant to Trustee's Deed dated March 19, 1999 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on March 26, 1999 as Document No. 99296355, Successor Trustee conveyed to Beneficiary the title to the real estate legally described on Exhibit C attached hereto and made a part hereof (the "Premises") which is the real estate encumbered by the liens of the First Security Documents and the Second Security Documents.

H. In consideration of Assignor's waiver of its right to enforce the due-on-sale provisions contained in the First Security Documents and the Second Security Documents in connection with the aforementioned conveyance of the Premises to the Beneficiary, Beneficiary joined into the Note as a co-maker thereunder pursuant to Modification and Joinder Agreement dated as of March 26, 1999 ("Modification and Joinder").

I. Assignor desires to assign, contribute, transfer and deliver, and Assignee desires to acquire the First Note and the First Security Documents and the Second Note and Second Security Documents in accordance with the provision hereof.

NOW, THEREFORE, for and in consideration of the foregoing recitals (which are incorporated herein by this reference and made a part hereof), the mutual covenants contained herein, the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows: