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ASSIGNMENT OF RENTALS AND LEASES

From ARLINGTON PLAZA LIMITED PARTNERSHIP, an Illinois limited partnership, having an office c/o Rescorp. Development, Inc., 7 South Dearborn Street, Chicago, Illinois 60603 (hereinafter called the "Partnership"), and from AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 33 N. LaSalle Street, Chicago, Illinois 60603 (hereinafter called the "Trustee"), not personally but solely as trustee under a trust agreement dated November 4, 1986 and known as Trust No. 100485-02 (collectively, hereinafter called "Assignors") to MELLON BANK, N.A., a national banking association, having a place of business at 325 Two Mellon Bank Center, Pittsburgh, Pennsylvania 15259-0002 (hereinafter called "Assignee").

FOR VALUE RECEIVED, and intending to be legally bound, Assignors hereby grant, sell, assign, transfer, set over and deliver unto Assignee, its successors and assigns, all right, title and interest of Assignors in and to all the Leases (as hereinafter defined) covering all or any part of that certain premises and the improvements now or hereafter erected thereon (the "Premises") bounded and described as set forth in Exhibit A attached hereto and made a part hereof, together with all the Rents (as hereinafter defined) due and to become due to Assignors, or to any one of them, under each of the Leases.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever or for such shorter time as is hereinafter set forth, for the purpose of securing the performance and discharge by Assignors of the Obligations (as hereinafter defined).

Assignors hereby covenant, promise and agree as follows:

1. As used in this Assignment, the following terms shall have the meanings indicated, unless the context otherwise requires:

(a) "Leases" shall mean (i) all present and future Leases (including subleases) covering all or any portion of the Premises made by Assignors, or any one of them, or their successors or assigns, as lessor, (ii) all agreements, including but not limited to room rent agreements, licenses and concession agreements, for use or occupancy of any portion of the Premises made by Assignors or their successors or assigns, (iii) all modifications, extensions and renewals of any Lease and any and all further Leases, lettings or agreements (including rights in respect of tenants holding over and tenancies following attornment) of all or any part of the Premises, (iv) any and all guaranties of the performance of any lessee under any Lease, and (v) any extensions, modifications or supplements to any Lease (including any guaranty or other item included in this definition of "Leases").

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(b) "Obligations" shall include (i) the prompt and punctual payment of each installment of interest, or of principal and interest coming due under that certain Mortgage Note (the "Note") of even date herewith in the principal amount of \$2,379,000 issued by Trustee to Assignee and (ii) the performance of all obligations of Assignors under that certain Mortgage and Security Agreement of even date herewith (the "Mortgage") encumbering the Premises and securing the Note, and under each other instrument and document given by Trustee or the Partnership to Assignee to evidence, secure or support the indebtedness evidenced by the Note (the Note, the Mortgage, and each such other instrument and document being herein collectively called, the "Loan Documents").

(c) "Rents" shall include all rentals, security deposits and other sums of money due or becoming due to Assignors under any Lease, all of the rents, income, receipts, revenues, issues and profits now due or which may hereafter become due under any Lease and all moneys due and to become due to Assignors under any Lease for services, materials or installations supplied, whether or not the same were supplied under the terms of any Lease, any award made or to be made to either of Assignors in any bankruptcy, insolvency, reorganization or other proceeding involving any tenant under any of the Leases, and all rights and remedies which Assignors may have against any tenant under the Leases or others in possession of any portion of the Premises for the collection or recovery of moneys so assigned hereby, and the proceeds of all such Rent, both cash and noncash; including, but not limited to, any minimum rents, additional rents, percentage rents, parking maintenance, insurance and tax contributions, any damages following default by any tenant under any Lease, any penalties or premiums payable by any tenant under any Lease and the proceeds of any policy of insurance covering loss of rents resulting from destruction or damage to any portion of the Premises.

2. To induce Assignee to accept this Assignment and to advance funds on account of the Obligations, the Partnership hereby represents to Assignee:

(a) That Assignors have full right and power to assign the Leases and Rents to Assignee, and have not executed any prior assignment of any of their rights under any Lease or to any portion of the Rents to any person;

(b) That Assignors have not done any act or thing which might prevent Assignee from enjoying the benefits of the Leases and Rents assigned hereby;

(c) That each of the Leases is valid and enforceable;

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(d) That tenants are not in default under any of the terms of any of the Leases; and

(e) That no Rents have been collected or accepted by Assignors in advance of the time when the same become due under the terms of the Leases.

3. Assignors hereby jointly and severally covenant, promise and agree that Assignors will:

(a) Observe, fulfill and perform each and every condition, covenant and provision of each of the Leases to be fulfilled or performed by Assignors;

(b) Give prompt notice to Assignee of any notice of default given or received by Assignors under any Lease, together with a true copy of such notice and any supporting materials;

(c) Enforce, short of termination, at the sole cost and expense of Assignors, the performance or observance of each and every covenant and condition of each of the Leases to be performed or observed by the tenant thereunder;

(d) At the sole cost and expense of Assignors, appear in and defend any action growing out of or in any manner connected with any of the Leases, Rents or the obligations or liabilities of Assignors or the tenant thereunder;

(e) From time to time, upon request by Assignee, execute and deliver to Assignee, acknowledge when appropriate, and record or file in the public records when appropriate, any and all writings, including without limitation further assignments of any Lease or Leases, financing statements and other writings that Assignee may deem necessary or desirable to carry out the purpose and intent of this Assignment, or to enable Assignee to enforce any right or rights hereunder; and

(f) Furnish to Assignee within 10 days after execution thereof a true and complete copy of each of the Leases.

4. Assignors will not, without the prior written consent of Assignee:

(a) Modify or alter the terms of any of the Leases;

(b) Terminate the term of any of the Leases or accept a surrender thereof;

(c) Anticipate Rents for more than thirty (30) days prior to the accrual thereof under the terms of the Leases;

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(d) Waive, or release any tenant under any of the Leases from, any obligations or conditions to be performed by such tenant under its Lease; or

(e) Pledge, transfer, mortgage or otherwise encumber or assign the Leases or the Rents.

5. Assignee shall not be obligated to perform or discharge any obligation of Assignors under any of the Leases, or under or by reason of this Assignment. Assignors hereby agree to indemnify and defend Assignee against, and hold Assignee harmless from, (i) any and all liability, loss or damage which Assignee may or might incur under any of the Leases or under or by reason of this Assignment and (ii) any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation on Assignee's part to perform or discharge any obligation under any of the terms of any of the Leases. Should Assignee incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the Default Rate specified in the Note, shall be added to the Obligations secured hereby and Assignors shall reimburse Assignee therefor, immediately upon demand.

6. Notwithstanding this Assignment or any exercise by Assignee of any of Assignee's rights hereunder, or any law, usage or custom to the contrary, Assignors shall retain full responsibility for the care, control, management and repair of the Premises, and Assignors hereby agree to indemnify and defend Assignee against, and hold Assignee harmless from, (i) any and all liability, loss or damage which Assignee may or might incur by reason of any deficiency or alleged deficiency in the care, control, management or repair of the Premises or any part thereof and (ii) any and all claims and demands whatsoever which may be asserted against Assignee by reason thereof. Should Assignee incur any liability, loss or damage described in the preceding sentence, or in defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the Default Rate specified in the Note, shall be added to the Obligations secured hereby and Assignors shall reimburse Assignee therefor, immediately upon demand.

7. Any default by Assignors in the performance or observance of any covenant, obligation or undertaking of Assignors hereunder shall constitute and be deemed to be a default under each of the Loan Documents, and shall entitle Assignee to exercise any and all of its rights and remedies thereunder.

8. These presents shall not be deemed or construed to constitute Assignee as a mortgagee in possession of the Premises nor to obligate Assignee to take any action hereunder, nor to incur any expenses or perform or discharge any obligation, duty or

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liability hereunder or under the Leases. However, should Assignors fail to make any payment or to perform any obligation of Assignors hereunder, then Assignee, but without obligation so to do and without releasing either Assignor from any obligation herein, may make or do the same, including specifically, without limiting Assignee's general powers, appearing in and defending any action purporting to affect the security hereof or the rights or powers of Assignee and performing any obligation of Assignors in any of the Leases contained, and in exercising any such powers paying necessary costs and expenses, employing counsel and incurring and paying reasonable attorneys' fees; and the Trustee will pay immediately upon demand all sums expended by Assignee under the authority hereof, together with interest thereon at the Default Rate set forth in the Note, and the same shall be added to the Obligations secured hereby and shall be secured by all the security given for any of the Obligations. Assignee shall give notice to Assignors prior to, or simultaneously with, Assignee's first exercise of its rights under this paragraph, unless conditions render the giving of such notice impractical, but the omission of such notice due to inadvertence or error shall not adversely affect the rights of Assignee hereunder. No more than one notice need be given, one time, by Assignee under this paragraph.

9. After any default by the Trustee in the payment of the indebtedness evidenced by the Note, or by either Assignor in the performance of the Obligations or any obligation of either Assignor herein or in any of the other Loan Documents, Assignee, at its option, may: enter upon, take possession of, and operate the Premises; make, enforce, modify or accept a surrender of any of the Leases; obtain and, subject to the terms of their Leases, evict tenants; fix or modify rents; make any alterations, renovations, repairs and replacements to the Premises which Assignee deems necessary or desirable for the successful operation of the Premises; bring or defend any suits in connection with the Premises, Leases or Rents in its own name or in the name of Assignors; obtain such insurance as Assignee deems desirable; and do any acts which Assignee deems proper to protect the security hereof until all Obligations secured hereby are paid or performed in full, and either with or without taking possession of the Premises, in its own name, sue for or otherwise collect and receive all Rents, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any Obligations secured hereby in such order as Assignee may determine. The entering upon and taking possession of the Premises, the collection of the Rents, and the application thereof as aforesaid, shall not cure or waive any default or waive, modify or affect any notice of default hereunder. Assignee shall give notice to Assignor prior to, or simultaneously with, Assignee's first exercise of its rights under this paragraph, unless conditions render the giving of such notice impractical, but the omission of such notice due to inadvertence

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or error shall not adversely affect the rights of Assignee hereunder. No more than one notice need be given, one time, by Assignee under this paragraph.

10. Notwithstanding any agreement, law, custom or usage to the contrary, Assignors hereby assign to Assignee any award made hereafter to it in any court procedure involving any of the tenants in any bankruptcy, insolvency, or reorganization proceedings in any state or Federal court; and any and all payments made by the tenants in lieu of rent. Each of the Assignors hereby appoints Assignee as its irrevocable attorney-in-fact to appear in any action and/or to collect any such award or payment.

11. Notwithstanding any provision herein to the contrary, this Assignment of Rents and Leases is intended to be an absolute and unconditional assignment from Assignors to Assignee and not merely the granting of a security interest. The Rents and Leases are hereby assigned absolutely and unconditionally by Assignors to Assignee; nevertheless, as long as Assignors shall not be in default hereunder or under any of the Loan Documents, Assignors shall have the right to collect upon, but not prior to, accrual, the Rents and to retain, use and enjoy the same.

12. Upon the occurrence of a default by either of the Assignors hereunder or under any of the Loan Documents, Assignee, upon notice to Assignors, may elect to have all Rents assigned hereunder paid directly to Assignee and Assignee may notify the tenants or any other party or parties in possession of the Premises to pay all of the Rents directly to Assignee, for which this Assignment shall be sufficient warrant. Upon such notice from Assignee to the tenants, the tenants are hereby authorized and directed to pay all Rents directly to Assignee, unless or until Assignee otherwise directs the tenants. Each tenant's account with Assignors shall be credited with the amount of all Rents so paid by such tenant to Assignee. Assignors covenant and agree to release and hold harmless all tenants from any claim on account of any such payments made directly to Assignee.

13. Assignee may take or release other security, may release any party primarily or secondarily liable for any Obligations secured hereby, may grant extensions, renewals or indulgences with respect to such Obligations, and may apply any other security therefor held by it to the satisfaction of such Obligations without prejudice to any of its rights hereunder. The rights of Assignee to collect said Obligations and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action by it hereunder. The failure of Assignee to avail itself of any of the terms, covenants and conditions hereof shall not be construed or deemed to be a waiver of any rights or remedies hereunder. Assignee shall have the full right, power and

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authority to enforce this Assignment or any of the terms, covenants or conditions hereof, at any time or times that Assignee shall deem fit.

14. This Assignment of Rentals and Leases shall terminate and become void automatically upon the Mortgage being satisfied and discharged of record, or upon the recording of an instrument releasing all of the Premises from the lien of the Mortgage.

15. As used herein, each gender shall include the other genders, the singular number shall include the plural, and conversely.

16. The obligations of Assignors hereunder are joint and several.

17. These presents shall be construed in accordance with the laws of the State of Illinois and shall be binding upon Assignors, their successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.

18. All notices required or permitted to be given hereunder shall be deemed to have been duly given if sent by Certified United States Mail, Return Receipt Requested, to the Partnership at its address set forth hereinabove, to the Trustee at its address set forth hereinabove, and to Assignee at 325 Two Mellon Bank Center, Pittsburgh, Pennsylvania 15259-0002, Attention: Real Estate Finance Department, or to such other place or places as the parties hereto may from time to time designate for the purpose of receiving notices hereunder.

19. The Trustee may affix its customary exculpation clauses to this Assignment.

20. This Agreement may be executed by the different parties hereto and persons for whom a signature line is provided below on separate counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute but one and the same agreement. This Agreement shall become effective upon the execution and delivery of counterparts hereof by all

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parties hereto and all such persons, whether or not all such parties and persons have executed the same counterpart.

WITNESS the due execution hereof as of the 14th day of November, 1986.

ARLINGTON PLAZA LIMITED PARTNERSHIP,
an Illinois limited partnership

ATTEST:

By: The National Corporation For
Housing Partnerships, general
partner

[Signature]

Title Attorney

[Corporate Seal]

By: Lisa Kolker Max

Title Vice - President

and By: Rescorp Development, Inc.,
general partner

ATTEST:

[Signature]

Title: Attorney

By: [Signature]

Title: Exec. U.P.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO
not personally but solely as
trustee under Trust Agreement Dated
November 4, 1986 and known as Trust
No. 100485-02

ATTEST:

[Signature]

Title ASSISTANT SECRETARY

[Corporate Seal]

By: [Signature]

Title TRUSTEE

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This document is the property of the Cook County Clerk's Office. It is loaned to you for your use only. It is to be returned to the Clerk's Office when you are finished with it. If you have any questions, please call the Clerk's Office at (708) 462-1000.

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COOK COUNTY CLERK'S OFFICE

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STATE OF)
) ss:
COUNTY OF)

On this, the 14th day of November, 1986, before me,
a Notary Public, the undersigned officer, personally appeared
Henry J. Zuba, who acknowledged himself to be Executive Vice
President of Rescorp Development, Inc., an Illinois
corporation, a general partner in Arlington Plaza Limited
Partnership, an Illinois limited partnership, and that he/she as
such officer, being authorized to do so, executed the foregoing
instrument, as his/her free and voluntary act and deed, for the
purposes therein contained by signing the name of the corporation,
as such general partner, by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official
seal.

[Signature]
Notary Public
[Notarial Seal]

My commission expires:
2.6.89

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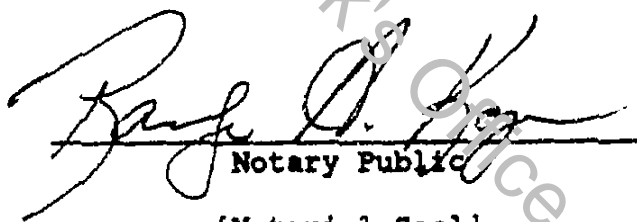
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STATE OF)
) ss:
COUNTY OF)

On this, the 14th day of November, 1986, before me, a Notary Public, the undersigned officer, personally appeared Lisa Kolke Max, who acknowledged himself to be Vice President of The National Corporation for Housing Partnerships, a District of Columbia corporation, a general partner in Arlington Plaza Limited Partnership, an Illinois limited partnership, and that he/she as such officer, being authorized to do so, executed the foregoing instrument as his/her free and voluntary act and deed, for the purposes therein contained by signing the name of the corporation, as such general partner, by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public
[Notarial Seal]

My commission expires:

2-6-89

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STATE OF ILLINOIS)

COUNTY OF Cook)

SS:

I, GWEN L. SHEPARD, a notary public, do hereby certify that SUZANNE G. BAKER, personally known to me to be the and President of American National Bank and Trust Company of Chicago corporation, and J. Michael White, personally known to me to be the VICE PRESIDENT of said corporation, 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 as such and President and VICE PRESIDENT, they signed and delivered the said instrument as and President and VICE PRESIDENT of said corporation, and caused the corporate seal of said association to be affixed thereto, pursuant to authority given by the board of directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

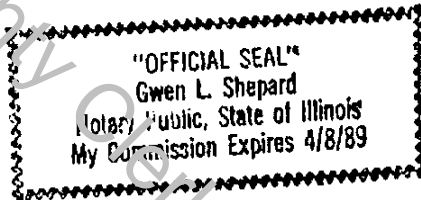
Given under my hand and official seal, this 14 day of Nov, 1986.

Gwen L. Shepard

 Notary Public

[Notarial Seal]

My commission expires:



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Property of Cook County Clerk's Office

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COOK COUNTY RECORDER

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CLERK OF COUNTY RECORDS
COOK COUNTY ILLINOIS

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EXHIBIT A

Legal Description

LOTS 1 THROUGH 8 IN BLOCK 20 IN THE TOWN OF DUNTON, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. (S): 03-29-335-001 03-29-335-005
 03-29-335-002 03-29-335-006
 03-29-335-004 03-29-335-007

Street Address: 115 N. Evergreen, Arlington Hts., Illinois

LOTS 1, 2, 5, 6, 7 AND 8 IN BLOCK 14 IN THE TOWN OF DUNTON, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. (S): 03-29-326-001 03-29-326-004 03-29-326-012
 03-29-326-002 03-29-326-005 03-29-326-013
 03-29-326-003 03-29-326-008 03-29-326-014

Street Address: 299 N. Dunton Avenue, Arlington Hts., Illinois

Cook County Clerk's Office

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TOGETHER WITH an easement, right and privilege

appurtenant to and for the benefit of the Land and burdening the property (the "Burdened Property") described on Exhibit B attached hereto and made a part hereof for:

1. 550 allocated and specifically designated parking spaces for the use of Mortgagor, its invitees and guests, and the residential and commercial tenants of the Mortgaged Property and their guests and invitees,
2. rights of reasonable ingress and egress from public streets to and from the Burdened Property and all improvements thereon and through such improvements and to and from the aforesaid parking spaces,
3. connection of a skybridge from the Mortgaged Property to the improvements to be constructed on the Burdened Property and adequate ingress and egress and access to such skybridge by tenants (both residential and commercial) of the Mortgaged Property, their invitees and guests and the Mortgagor, its invitees and guests over, across and upon the Burdened Property and the improvements to be erected thereon,
4. the air rights situated above Miner Street between Evergreen Avenue and Arlington Heights Road, Arlington Heights, Illinois described on Exhibit C attached hereto and made a part hereof for the purpose of the construction, operation and maintenance of the aforesaid skybridge, and
5. adequate access to the improvements to be constructed on the Burdened Property for purposes of maintaining, servicing and/or repairing the aforesaid parking spaces and skybridge.

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Lots 1 through 8 in Block 13 in the Town of Dunton, now known as Arlington Heights, being a Subdivision of the West one-half (1/2) of the Southwest one-quarter (1/4) of Section 29, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, excluding that part of Lot 1 in Block 13 in the Town of Dunton as follows: Beginning at the North East corner of said Lot 1; thence South $00^{\circ} 17' 57''$ West along the East line of said Lot 1, 10.0 feet to a 2 inch disc; thence North $44^{\circ} 37' 26''$ West 14.16 feet to a 2 inch disc on the North line of said Lot 1, 10.0 feet West of the North East corner thereof; thence South $89^{\circ} 32' 48''$ East along the North line of said Lot 1 10.0 feet to the point of beginning, in Cook County, Illinois.

3-59-327 - Lots 1
005 - 2
006 - 3
013 - 4
004 - 5
015 - 6
016 - 7
011 - 7
009 - 8
010 -

Exhibit B

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EXHIBIT C
TO
MORTGAGE

AIR RIGHTS ESTATE

All of the area from and above Miner Street lying between Evergreen Avenue and Arlington Heights Road, Arlington Heights, Illinois as may be applicable for the construction, operation, and maintenance of the Sky Bridge described in the Declaration and Agreement of Parking Easement and Rights Pertaining to Sky Bridge.

Property of Cook County Clerk's Office

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