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COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

The undersigned, Bernard A. Heerey, (hereinafter called "Assignor"), for valuable consideration, the receipt of which is hereby acknowledged, does hereby grant a security interest in, sell, assign, transfer, set over, pledge and deliver to THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, individually, its successors and assigns (hereinafter called the "Secured Party"), all of the following (hereinafter called the "Collateral"):

(a) a certain bearer installment note (the "Installment Note") dated May 16, 1979, in the principal amount of Five Hundred Twenty Thousand and no/100 Dollars (\$520,000.00), with American National Bank and Trust Company of Chicago, as trustee under trust agreement dated May 14, 1979 and known as trust no. 46480 (the "Trustee"), as maker, and the proceeds thereof; and (b) a certain trust deed, of even date with the Note, securing the Note on property commonly known as 1100-1110 N. Clark Street, Chicago, Illinois (the "Property"), and naming Chicago Title and Trust Company as trustee (the "Trust Deed"). Copies of the Note and Trust Deed are attached hereto as Exhibits "1" and "2", respectively.

Obligations

The following obligations (the "Obligations") are secured by this Collateral Assignment and Security Agreement (the "Agreement"):

1. The payment in full of the indebtedness of Assignor, the Trustee and THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, as trustee under trust no. 23894, and as trustee under trust no. 11444, and American National Bank and Trust Company of Chicago, as trustee under trust no. 27248, to Secured Party evidenced by a note (the "Note") dated February 10, 1986, in the principal amount of One Million Eight Hundred Fifty Thousand and no/100 Dollars (\$1,850,000.00), a copy of which is attached hereto as Exhibit "A"; and

2. The payment in full of any other note or evidence of indebtedness executed by one or more of the makers of the Note in renewal, substitution or extension of the indebtedness described in 1, above; and

3. All future advances made by Secured Party with respect to the Property to or for the account of Assignor, including advances for loans, insurance, repairs to and maintenance of the Property, taxes and discharge of any other lien, security interest or encumbrance by Secured Party; and

4. All expenses and charges, legal or otherwise, including attorneys' fees, paid or incurred by Secured Party in realizing upon or protecting the Collateral or the indebtedness hereby secured.

Representations, Warranties and Promises of Assignor

Assignor represents, warrants and promises as follows:

1. Except for the security interest of Secured Party granted by this Agreement, Assignor is the owner and holder of the Installment Note and is the owner of all the Collateral free from any lien, security interest, encumbrance or other right, title or interest of any other person, partnership, corporation or other entity, and the Assignor shall defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein adverse to Secured Party.

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2. At the time of execution of the Installment Note and the Trust Deed, the Trustee was the titleholder of record of the Property, which Property is legally described in Exhibit "B" attached hereto.

3. There is no Financing Statement now on file in any public office describing all or any part of the Collateral (except in favor of Secured Party) and so long as any Obligations hereby secured remain unpaid, Assignor will not execute and there will not be on file in any public office any other Financing Statement or Statements describing or attempting to describe all or any part of the Collateral and Assignor will, at the request of Secured Party, join with the Secured Party from time to time in executing Financing Statements pursuant to the Uniform Commercial Code of Illinois and will pay the fee for filing the same in all public offices where filing may be deemed necessary by Secured Party.

4. Assignor will not hereafter assign, sell, transfer or grant a security interest in all or any part of the Collateral to anyone other than the Secured Party without the prior written consent of Secured Party.

5. Assignor will purchase or maintain or cause to be maintained such insurance coverage on the Property as the Secured Party may reasonably require. On a failure in maintaining such insurance, the Secured Party may, but need not, pay for such insurance and pay expenses for the maintenance and preservation of the Property. All such payments made or expenses incurred in connection therewith, including reasonable attorneys' fees, shall become immediately due and payable, without notice, and with interest thereon at the rate of interest specified in Exhibit "A" as being due after maturity.

6. Assignor shall or shall cause Trustee to (a) keep the Property in good condition and repair and without waste; (b) complete within a reasonable time any building or buildings now or at any time in process of erection upon the Property; (c) comply with all requirements of law or municipal ordinances with respect to the Property and the use thereof.

Rights and Obligations of Secured Party

1. The acceptance by Secured Party at any time and from time to time of part payment on the Obligations shall not be deemed to be a waiver of any default then existing. No waiver by Secured Party of any default shall be deemed to be a waiver of any other then-existing or subsequent default, nor shall any such waiver by Secured Party be deemed to be a continuing waiver. No delay or omission by Secured Party in exercising any right, remedy or privilege hereunder shall impair any such right, remedy or privilege or be construed as a waiver thereof or any acquiescence in the default giving rise thereto, nor shall any single or partial exercise of any such right, remedy or privilege preclude other or further exercise thereof, or the exercise of any other right, remedy or privilege of Secured Party hereunder.

2. All rights, remedies and privileges available to Secured Party hereunder shall be cumulative of and in addition to all other rights, remedies and privileges granted to Secured Party at law or in equity, and may be exercised from time to time, and as often as may be deemed expedient by Secured Party.

Events of Default

The occurrence of any of the following events or conditions shall, at the option of Secured Party and without further notice or demand on Assignor, constitute an event of default (each of which is hereinafter called an "Event of Default") hereunder:

1. Failure of Assignor to make any payment when due under any of the Obligations and the continuation of such failure for ten (10) days after written notice thereof to Assignor from Secured Party; or

2. The continuation of any of the following events or conditions for twenty (20) days after written notice thereof to Assignor from Secured Party, or in the event any of such events or conditions cannot be corrected within said twenty (20) day period, the failure to commence to correct such default within said twenty (20) day period or the failure to diligently proceed to complete such correction once commenced:

(a) Failure of Assignor to perform any promise or agreement made by Assignor herein; or

(b) Material breach of any warranty or material falsity of any representation made by Assignor to Secured Party; or

(c) Attachment, seizure, foreclosure, forfeiture or levy upon the Collateral or the Property; or

(d) Institution of any proceeding by or against Assignor or Assignor's business under any bankruptcy or insolvency statute, an assignment by Assignor for benefit of creditors, appointment of a receiver for Assignor or the Collateral, or filing of a tax lien notice by the United States or any State against Assignor which tax lien notice has priority over this Agreement; or

(e) The default under any of the terms or conditions contained in any other instrument, whether now or hereafter existing, securing the Obligations; or

(f) An Event of Default (as defined therein) under any other instrument, whether now or hereafter existing, securing the Obligations

Remedies Upon An Event of Default

Upon the occurrence of any Event of Default, Secured Party may declare all the Obligations secured hereby immediately due and payable; thereupon, the rights, powers and privileges of the Assignor under the Collateral shall cease and terminate, and the Secured Party may upon ten (10) days written notice to Assignor, exercise all rights of ownership of the Collateral. Secured Party shall have all other rights and remedies of a secured party under the Uniform Commercial Code of Illinois.

Secured Party may:

1. Sell the Collateral, at public or private sale, with advertisement in accordance with the provisions of the Uniform Commercial Code of Illinois. Assignor agrees that the requirements of the Uniform Commercial Code of Illinois shall be fulfilled if notice is mailed to the Assignor not less than twenty (20) days prior to the sale or other disposition.

2. Proceed to protect and enforce this Security Agreement by suits or proceedings in equity, at law or otherwise, whether for the foreclosure hereof or for the appointment of a receiver of the Property or any part thereof, or for the enforcement of any other proper legal or equitable remedy available under applicable law.

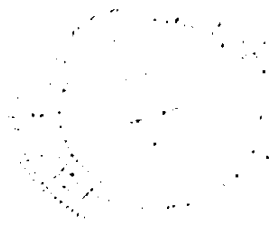
Any and all net proceeds received by Secured Party by reason of the foregoing paragraphs 1 and 2 after first deducting all legal and other costs and expenses in effecting such realization shall be applied to pay any or all of the Obligations as Secured Party shall deem proper, and any excess shall be remitted to

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Instalment Note

\$ 520,000.00

Chicago, Illinois, May 16, 1979.

FOR VALUE RECEIVED, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated May 14, 1979 and known as Trust Number 46480, hereby promises, out of that portion of the Trust Estate subject to said Trust Agreement specifically described in the Trust Deed given to secure the payment hereof, to pay to bearer, in the manner hereinafter and in said Trust Deed provided, the principal sum of \$520,000.00 Dollars

and interest from June 1, 1979 on the balance of principal remaining from time to time unpaid at the rate of 11 1/2 per cent per annum in instalments as follows: \$5,365.00 Dollars

on the 1st day of July, 1979, and \$5,365.00 Dollars on the 1st day of each month thereafter until this note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due

on the 1st day of June, 1989. All such payments on account of the indebtedness evidenced by this note shall be first applied to interest on the unpaid principal balance and the remainder to principal.

The principal of each of said instalments unless paid when due shall bear interest after maturity at the rate of fourteen per cent per annum. Said payments are to be made at such banking house or trust company in the City of Chicago, Illinois, as the legal holder of this note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of Bernard A. Healey in said City.

This Instalment Note may be prepaid, in whole but not in part, at any time after July 1, 1981, on giving of at least thirty (30) days prior written notice:

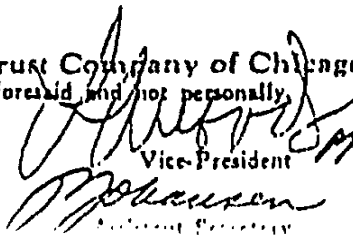
The payment of this note is secured by trust deed, bearing even date herewith, to Chicago Title & Trust Company, Trustee, on real estate in the County of Cook, Illinois. It is agreed that at the election of the holder or holders hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance with the terms hereof or in case at any time hereafter the right to foreclose the said trust deed shall accrue to the legal holders hereof under any of the provisions contained in said trust deed.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

This note is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable only out of the property specifically described in said Trust Deed securing the payment hereof, by the enforcement of the provisions contained in said Trust Deed. No personal liability shall be asserted or be enforceable against the promisor or any person interested beneficially or otherwise in said property specifically described in said Trust Deed given to secure the payment hereof, or in the property or funds at any time subject to said trust agreement, because or in respect of this note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor hereof, if any, and each original and successive holder of this note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the property described in said Trust Deed, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this note or of any instalment hereof, the sole remedy of the holder hereof shall be by foreclosure of the said Trust Deed given to secure the indebtedness evidenced by this note, in accordance with the terms and provisions in said Trust Deed set forth or by action to enforce the personal liability of the guarantor, if any, at the payment hereof, or both.

American National Bank and Trust Company of Chicago

As Trustee as aforesaid and not personally
By



Vice-President

ATTEST

This is to certify that this is the instalment note described in the within mentioned Trust Deed.

Identification No. CHICAGO TITLE & TRUST COMPANY, TRUSTEE

Trustee

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TRUST DEED

25 045 120

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made May 16, 19 79, between American National Bank and Trust Company of Chicago, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated May 14, 1979 and known as trust number 46480, herein referred to as "First Party," and Chicago Title and Trust Company, an Illinois corporation,

herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of Five hundred twenty thousand (\$520,000.00) and 0/100 dollars

made payable to BEARER

and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from June 1, 1979 on the balance of principal remaining from time to time unpaid at the rate of eleven (11%) per cent per annum in instalments as follows: \$5,365.00

Dollars on the 1st day of July 19 79 and \$5,365.00

Dollars on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of June 19 89. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of fourteen per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Bernard A. Heerey, P.O. Box 6615, Chicago, Illinois 60680 in said City,

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lots 1, 2, 3, 4 and 5 in Subdivision of Block 19 in Bushnell's Addition to Chicago in the East 1/2 South East Quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

COOK COUNTY, ILLINOIS FILED FOR RECORD

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Handwritten signature and notary seal

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10.00

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof, to have and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, alarm doors and windows, floor coverings, ladder beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts hereinafter set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvement now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the notes; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

NAME Nathaniel E. Grey
STREET 11 South LaSalle Street
CITY Chicago, Illinois 60603
INSTRUCTIONS OR BOX 533

FOR RECORDERS INDEX PURPOSES INHERENT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

1100-1110 N. Clark St.
Chicago, IL 60610

RECORDERS OFFICE BOX NUMBER

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holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holder of the note...

- 2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate produced from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate...
3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.
4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof in any suit to foreclose the lien hereof, they shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to fees to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders at any sale which may be had pursuant to the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby, and immediately due and payable with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
5. The proceeds of any foreclosures sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to First Party, its legal representatives or assigns, as their rights may appear.
6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, or at the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed or any tax, special assessment or other lien which may be or become superior to the lien hereof or such amount, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note against which the release is requested or the original trustee and it has never executed a certificate on any instrument identifying same as the note secured hereby, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.
10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

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THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any event either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness securing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago not personally but as Trustee as aforesaid has caused three presents to be signed by one of its Vice-Presidents or Assistant Vice-Presidents and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

American National Bank and Trust Company of Chicago

as Trustee, or its agent, and not personally

By: [Signature] VICE PRESIDENT
Attest: [Signature] ASSISTANT SECRETARY



STATE OF ILLINOIS
COUNTY OF COOK

Wilana R. Moore

a Notary Public in and for said County, in the State aforesaid.

DO HEREBY CERTIFY, that LARRY WOODS, Vice-President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and P. JOHANSEN, Assistant Secretary of said national banking association, personally known to me to be the same persons, whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the use and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the use and purposes therein set forth.

WILANA R. MOORE
NOTARY

GIVEN under my hand and Notarial Seal this 11th day of JULY 1979
[Signature]
Notary Public
My commission expires MAY 16, 1982

PUBLIC IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTYSECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. CHICAGO TITLE & TRUST COMPANY, TRUSTEE
ASST. SECRETARY Trustee

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REVOLVING PROMISSORY NOTE

\$1,850,000.00

Chicago, Illinois, February 10, 1986

FOR VALUE RECEIVED, THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, a national banking association, not personally but as trustee under the provisions of deeds in trust duly recorded and delivered to said Bank in pursuance of a trust agreement dated October 9, 1961 and known as trust number 11444, and a trust agreement dated December 22, 1977 and known as trust number 23894, and American National Bank and Trust Company of Chicago, a national banking association, not personally but as trustee under the provisions of a deed in trust duly recorded and delivered to said Bank in pursuance of a trust agreement dated September 24, 1968 and known as trust number 27248, hereby promise, out of that portion of the trust estates subject to said trust agreements specifically described in the Trust Deeds (as hereinafter defined) given to secure the payment hereof, and Bernard A. Heerey (referred to hereinafter as the "Co-maker") promise, all jointly and severally, to pay to the order of THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, in the manner hereinafter and in the Trust Deeds provided, the principal sum of One Million Eight Hundred Fifty Thousand and no/100 Dollars (\$1,850,000.00), or such lesser amount as may be disbursed from time to time, on March 1, 1989, with interest thereon from the date of first disbursement until maturity on the balance of principal remaining from time to time unpaid at the rate of two per cent (2%) per annum above the announced interest rate charged from time to time by THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, Chicago, Illinois, to its most creditworthy commercial borrowers, payable on the 1st day of May, 1986 and on the 1st day of each quarter-year thereafter, and with interest after maturity until paid at the rate of four per cent (4%) per annum above the announced interest rate charged from time to time by THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, Chicago, Illinois, to its most creditworthy commercial borrowers. All payments made on or after maturity on account of the indebtedness evidenced by this note shall be first applied to interest on the unpaid principal balance and the remainder to principal.

All interest shall be computed on the basis of a three hundred sixty (360)-day year and charged for the actual number of days elapsed. Said payments are to be made at such banking house or trust company in Chicago, Illinois, as the holder of this note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of THE COSMOPOLITAN NATIONAL BANK OF CHICAGO in said City.

This note may be prepaid in whole or in part at any time, without penalty, provided that prepayments shall be applied first to interest on the unpaid principal balance and the remainder to principal; and further provided that the unpaid principal balance hereof shall at all times be in excess of Five Thousand and no/100 Dollars (\$5,000.00).

This note is executed pursuant to a revolving line of credit and evidences the aggregate unpaid principal amount of all advances made or to be made by THE COSMOPOLITAN NATIONAL BANK OF CHICAGO or the holder hereof. All advances and repayments hereunder shall be evidenced by entries on the books and records of the holder of the note, which shall be presumptive evidence of the principal amount and interest owing and unpaid on this note. The holder of the note shall render statements of account to Co-maker no later than the 1st day of each quarter-year, commencing May 1, 1986.

Advances under this note shall be made by THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, or the holder hereof, upon written request of Co-maker received by THE COSMOPOLITAN NATIONAL BANK OF CHICAGO at its offices at 801 N. Clark Street, Chicago, Illinois, or such other place as the holder hereof shall, from time to time, appoint. All advances hereunder shall be conclusively presumed to

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be made for the benefit of the undersigned. The undersigned do hereby irrevocably confirm, ratify and approve all advances by THE COSMOPOLITAN NATIONAL BANK OF CHICAGO or the holder hereof and do hereby indemnify and hold THE COSMOPOLITAN NATIONAL BANK OF CHICAGO and all other holders hereof harmless against losses and expenses, including attorneys' fees, with respect to such advances.

THIS NOTE IS SECURED IN PART BY A JUNIOR TRUST DEED ON THE REAL ESTATE HELD IN AMERICAN NATIONAL BANK OF CHICAGO TRUST NO. 27248.

The payment of this note is secured by three trust deeds, bearing even date herewith, to THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, trustee, on real estate in the County of Cook, Illinois, (the "Trust Deeds"); by three assignments of rents on said real estate (the "Assignments"); by collateral assignments of the beneficial interest in THE COSMOPOLITAN NATIONAL BANK OF CHICAGO trusts no. 11444 and 23894 and security agreements and by a collateral assignment of the beneficial interest in American National Bank and Trust Company of Chicago trust no. 27248 and security agreement (the "Collateral Assignments"); and by a collateral assignment and security agreement covering a certain installment note in the original principal amount of Five Hundred Twenty Thousand and no/100 Dollars (\$520,000.00) and the trust deed securing said installment note (the "Security Agreement").

At the election of the holder hereof and upon such written notice as is hereafter specified, the principal sum remaining unpaid hereon, together with accrued interest thereon at the post-maturity interest rate, shall become at once due and payable at the place of payment aforesaid (a) in case of default in the payment of principal or interest when due in accordance with the terms hereof, and the continuation of such default for ten (10) days after written notice thereof to the Co-maker, or (b) in case at any time hereafter the right to foreclose the Trust Deeds or any of them shall accrue to the holder hereof under any of the provisions contained in the Trust Deeds or any of them, or in case of default in any of the provisions contained in any one or more of the Trust Deeds, the Collateral Assignments or the Security Agreement and the accrual of such right or the continuation of such default for twenty (20) days after written notice thereof to the Co-maker, or in the event such default cannot be corrected within said twenty (20) day period, the failure to commence to correct such default within said twenty (20) day period or the failure to diligently proceed to complete such correction once commenced. Any notice required or permitted to be given, served or delivered hereunder shall be in writing and shall be deemed given, served or delivered if delivered personally, or two (2) business days after being deposited in the U.S. mail, certified, with prepaid postage, addressed to Nathaniel Grey at 11 South LaSalle Street, Chicago, Illinois 60603, with a copy, by regular U.S. mail, with prepaid postage, to the Co-maker at P.O. Box 6615, Chicago, Illinois 60680. All of the provisions of the Trust Deeds, the Collateral Assignments and the Security Agreement are hereby incorporated by reference herein.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

This note is executed by THE COSMOPOLITAN NATIONAL BANK OF CHICAGO and American National Bank and Trust Company of Chicago, each not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee, and, as to each such trustee, is payable only out of the property specifically described in the Trust Deeds securing the payment hereof, or by the enforcement of the provisions contained in the Trust Deeds or the Assignments. No personal liability shall be asserted or be enforceable against THE COSMOPOLITAN NATIONAL BANK OF CHICAGO or American National Bank and Trust Company of Chicago either personally or as trustee as aforesaid because or in respect of this note or the making, issue or

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transfer hereof, all such liability, if any, being expressly waived by each owner and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the Co-maker, and each original and successive holder of this note accepts the same upon the express condition that no duty shall rest upon either of said trustees to sequester the rents, issues and profits arising from the property described in the Trust Deeds, or any of them, or the proceeds arising from the sale or other disposition thereof, but that in case this note shall become due and payable, whether by acceleration or otherwise, the sole remedy of the holder hereof against each trustee shall be by foreclosure of the Trust Deeds, or any of them, or proceeding under the Assignments, or any of them. As to the Co-maker, the holder hereof may proceed by action to enforce his personal liability hereunder, or by proceeding under the Assignments, or under the Collateral Assignments, or under the Security Agreement, one or all, whether or not proceedings to foreclose the Trust Deeds or any of them have been instituted.

Co-Maker:

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, as trustee as aforesaid and not personally, under trusts no. 11444 and 23894

BERNARD A. HEEREY

By: _____
Vice-President and Trust Officer

Attest: _____
Assistant Trust Officer

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as trustee as aforesaid and not personally

By: _____

Attest: _____

This is to certify that this is the revolving promissory note described in the within mentioned Trust Deeds.

Identification No. _____

The Cosmopolitan National Bank of Chicago, trustee

By: _____
Its _____

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Lots 1, 2, 3, 4 and 5 in Subdivision of Block 19 in Bushnell's Addition to Chicago in the East 1/2 South East Quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Street Address: 1100-1110 N. Clark Street
Chicago, Illinois 60610

P.R.I.N. 17-04-412-020-0000 *Lots 4, 5, No.*
17-04-412-021-0000 *Lots 1, 2, 3 No.*

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Exhibit "B"

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