ASSIGNMENT OF LEASES AND RENTS

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FOR VALUE RECEIVED, the undersigned, Lake Shore National Bank, ~~(a corporation)~~ a national banking association duly authorized to accept and execute trusts in the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said ~~(corporation)~~ association in pursuance of a trust agreement dated November 30, 19 84, and known as Trust No. 4967 (hereinafter called the "Assignor"), hereby assigns, transfers and sets over to AETNA LIFE INSURANCE COMPANY, a Connecticut corporation, (hereinafter called the "Assignee") all interest of the undersigned in the leases (or extensions or renewals thereof) described in the schedule herein and all future leases* between the Assignor (or its predecessor) as lessor, and the lessees named in said schedule (hereinafter collectively called "Lessee"), demising and leasing all or portions of the premises legally described as follows:

See Exhibit A attached hereto and made a part hereof.

*(all such present and future leases referred to herein collectively as "lease")

together with all rents payable under the said lease and all benefits and advantages to be derived therefrom to hold and receive them unto the Assignee, and together with all rights against guarantors, if any of Lessee's obligations under said lease.

SCHEDULE OF LEASES ASSIGNED

Date of Lease	Name of Lessee	Expiration Date of Lease

See Exhibit B attached hereto and made a part hereof.

Please return to: Box 15
Attn: Sandra Rybak
Ticor Title Insurance
69 W. Washington
Chicago, IL 60602 Re: 230418

The Assignor does hereby empower the Assignee, its agents or attorneys, to collect, sue for, settle, compromise and give acquittances for all of the rents that may become due under said lease and avail itself of and pursue all remedies for the enforcement of said lease and Assignor's rights in and under said lease as the Assignor might have pursued but for this assignment.

The Assignor ~~warrants~~ represents* that said lease is in full force and effect, that it has not heretofore assigned or pledged the same or any interest therein, and no default exists on the part of the Lessee, or the Assignor, as lessor, in the performance on the part of either, of the terms, covenants, provisions or agreements in said lease contained;* that no rent has been paid by the Lessee for more than one installment in advance, and that the payment of none of the rents to accrue under said lease has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by the Assignor;* that no security deposit has been made by Lessee under said lease.*

The Assignor agrees:

(a) that said lease shall remain in full force and effect irrespective of any merger of the interest of the lessor and lessee thereunder; and that it will not transfer or convey the ~~fee~~ leasehold title to said premises to the Lessee without requiring such Lessee, in writing, to assume and agree to pay the debt secured hereby in accordance with the terms, covenants and conditions of the note and Mortgage hereinafter described;

(b) that if the lease provides for the abatement of rent during repair of the demised premises by reason of fire or other casualty, the Assignor shall furnish rental insurance to the Assignee, the policies to be in amount and form and written by such insurance companies as shall be satisfactory to the Assignee;

*except as otherwise disclosed on Exhibit C attached hereto and made a part hereof,

(c) not to terminate, modify or amend any lease* or any of the terms thereof, or grant any concessions in connection therewith either orally or in writing, or to accept a surrender thereof without the written consent of the Assignee** and that any attempted termination, modification or amendment of said lease without such written consent shall be null and void;

(d) not to collect any of the rent, income and profits arising or accruing under said lease in advance of the time when the same become due under the terms thereof;

(e) not to discount any future accruing rents;

(f) not to execute any other assignments of said lease or any interest therein or any of the rents thereunder except, subject hereto, to a purchaser of the mortgaged premises;

(g) to perform all of Assignor's covenants and agreements as lessor under said lease and not to suffer or permit to occur any release of liability of the Lessee, or any right to the Lessee to withold payment of rent; and to give prompt notices to the Assignee of any notice of default on the part of Assignor with respect to said lease received from the Lessee thereunder, and to furnish Assignee with complete copies of said notices;

(h) if so requested by the Assignee, to enforce said lease and all remedies available to the Assignor against the Lessee, in case of default under said lease by the Lessee;

(i) that none of the rights or remedies of the Assignee under the Mortgage shall be delayed or in any way prejudiced by this assignment;

(j) that notwithstanding any variation of the terms of the Mortgage or any extension of time for payment thereunder or any release of part or parts of the lands conveyed thereunder, the lease and benefits hereby assigned shall continue as additional security in accordance with the terms hereof;

(k) not to alter, modify or change the terms of any guarantees of any lease* or cancel or terminate such guarantees without the prior written consent of the Assignee; **

(l) not to consent to any assignments of any lease,* or any subletting thereunder, whether or not in accordance with their terms, without the prior written consent of the Assignee;** and

(m) not to request, consent to, agree to or accept a subordination of said lease to any mortgage or other encumbrance now or hereafter affecting the premises.

This assignment is given as additional security for the payment of the note of the Assignor of even date herewith, in the sum of $ 21,500,000, held by the Assignee, and all other sums secured by the leasehold mortgage ~~or trust deed~~ (herein referred to as "Mortgage") of even date therewith from the Assignor to the Assignee _____ as Mortgagee or Trustee, conveying premises of which those demised in said lease form all or a part. The security of this assignment is and shall be primary and on a parity with the real estate conveyed by the Mortgage and not secondary. All amounts collected hereunder, after deducting the expenses of operation of the demised premises and after deducting the expenses of collection, shall be applied on account of the indebtedness secured by the Mortgage, or in such other manner as may be provided for in the Mortgage, or in any general assignment of rents given as additional security for said indebtedness. Nothing herein contained shall be construed as constituting Assignee a trustee or mortgagee in possession.

Upon issuance of a deed or deeds pursuant to foreclosure of the Mortgage, all right, title and interest of the Assignor in and to said lease shall, by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by the Assignor. Assignor hereby irrevocably appoints Assignee and its successors and assigns, as its agent and attorney in fact, to execute all instruments of assignment or further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose. ; provided, however, Assignor shall not indemnify Assignee against Assignee's own gross negligence or wilful misconduct.

In the exercise of the powers herein granted the Assignee, no liability shall be asserted or enforced against the Assignee, all such liability being hereby expressly waived and released by the Assignor. The Assignee shall not be obligated to perform or discharge any obligation, duty or liability under said lease, or under or by reason of this assignment, and the Assignor shall and does hereby agree to indemnify the Assignee for and to hold it harmless of and from any and all liability, loss or damage which it may or might incur under said lease or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said lease. Should the Assignee incur any such liability, loss or damage under said lease or under or by reason of this assignment, or in the defense of any such claims or demands, the amount thereof including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and the Assignor shall reimburse the Assignee within 5 business days of demand therefor.

Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Assignee shall not exercise any of the rights*** or powers herein conferred upon it until an event of default shall occur under the terms and provisions of this assignment or of the note or Mortgage, but upon the occurrence of any such event of default, the Assignee shall be entitled, upon notice to the Lessee, to all rents and other amounts then due under the lease and thereafter accruing, and this assignment shall constitute a direction to and full authority to the Lessee to pay all such amounts to the Assignee without proof of the default relied upon. The Lessee is hereby irrevocably authorized to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by the Assignee for the payment to the Assignee of any rental or other sums which may be or thereafter become due under the lease, or for the performance of any of Lessee's undertakings under the lease and shall have no right or duty to inquire as to whether any default under the Mortgage has actually occurred or is then existing, which has not been cured within the applicable cure period provided herein or therein, if any.

This assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents to secure said indebtedness contained in the Mortgage or in any other document.

This assignment shall include any extensions and renewals of the lease, and any reference herein to the said lease shall be construed as including any such extensions and renewals.

This instrument shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. The words "Assignor," "Assignee," and "Lessee," wherever used herein, shall include the persons named herein and designated as such and their respective successors and assigns, and all words and phrases shall be taken to include the singular or plural and masculine, feminine or neuter gender, as may fit the case.

* for 2000 or more square feet of space

** ,which consent shall not be unreasonably withheld or delayed

***Non-monetary defaults hereunder shall be subject to the cure periods provided in Section 4.02(e) of the Mortgage

or as otherwise permitted under Section 7.4 of the Mortgage.

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All of the rights, powers, privileges and immunities herein granted and assigned to the Assignee shall also inure to its successors and assigns, including all holders, from time to time, of said note or notes.

If Assignor is hereinabove described as a Trustee, but not otherwise, the following provision shall be applicable: This instrument is executed by the Assignor, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed hereunder (whether or not the same are expressed in the terms of covenants, promises or agreements) by Lake Shore National Bank are undertaken by it solely as Trustee, as aforesaid, and not individually and no personal liability shall be asserted or be enforceable against Lake Shore National Bank by reason of any of the terms, provisions, stipulations, covenants and conditions contained in this instrument.

The "Exculpatory Clause" contained in Section 7.11 of the previously described mortgage is incorporated herein by reference.

Notwithstanding any provisions herein to the contrary, this Assignment of Leases and Rents is intended to be an absolute assignment from Assignor to Assignee and not merely the passing of a security interest. The leases and rents are hereby assigned absolutely by Assignor to Assignee contingent only upon the occurrence of a in event of default under the Note, Mortgage or any of the Loan Instruments which has not been cured within the applicable cure period therein provided, if any. This Assignment of Leases and Rents shall terminate on the date that all indebtedness evidenced by the Note has been fully paid and all obligations of Assignor under the Note, Mortgage and Loan Instruments have been fully performed, at which time the lease and rents assigned hereby shall be deemed automatically reassigned to Assignor.

IN WITNESS WHEREOF, the Assignor, not personally but as Trustee, as aforesaid, has caused these presents to be executed by its Vice President and attested by its Ass't Secretary and its corporate seal to be hereunto affixed, ~~this~~ as of the 29th day of July, 1987.

Lake Shore National Bank
Not personally but as Trustee, as aforesaid,

By: Robert A. Guenther
Its Vice President

ATTEST:
Gloria Lee Houston
Its "Assistant Secretary"

JOINDER

The undersigned, being the owner of One Hundred Percent (100%) of the beneficial interest in the trust which constitutes the Assignor under the foregoing Assignment of Leases and Rents, hereby consents to and joins in the foregoing Assignment of Leases and Rents, intending hereby to bind any interest which ~~he and his heirs, executors, administrators~~, successors ~~or~~ and assigns may have in the premises described in the foregoing Assignment of Leases and Rents, or any Leases or other agreements relating thereto, as fully and with the same effect as if the undersigned were named as the Assignor in said ~~Agreement~~ Assignment of Leases and Rents.

Chicago Huron Partners, an Illinois limited partnership

By: _____
David J. Buffam, a General Partner

By: Caraher Huron Associates, an Illinois limited partnership, a General Partner

By: _____
James C. Caraher, Its General Partner

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This document prepared by:

Dana M. Waller, Esq.
8000 Sears Tower
Chicago, Illinois 60606

Property Address: 160 E. Huron St.
Chicago, Illinois

Property Tax No.: 17-10-106-007

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MARIANNE PATEK, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that ROBERT A. COSENTINO VICE PRESIDENT of Lake Shore National Bank, a national banking association, and GLORIA STINE HOUSTON ASST Secretary of said association, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and ASST SECRETARY 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 act and as the free and voluntary act of said association, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said association, did affix the corporate seal of said association to said instrument as his own free and voluntary act and as the free and voluntary act of said association, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 15th day of July, 1987.

Marianne Patek
Notary Public

My Commission Expires
January 16, 1989

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

GIVEN under my hand and Notarial Seal, this 15th day of July, 1987.

Adriane Zucker
Notary Public

"OFFICIAL SEAL"
ADRIANE ZUCKER
Notary Public, State of Illinois
My Commission Expires 7/6/91

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Adriane Zucker, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that James C. Caraher, general partner of Caraher Huron Associates, an Illinois limited partnership and a general partner of Chicago Huron Partners, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such general partner, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said partnerships for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 15th day of July, 1987.

Adriane Zucker
Notary Public

"OFFICIAL SEAL"
ADRIANE ZUCKER
Notary Public, State of Illinois
My Commission Expires 7/6/91

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EXHIBIT A

PROPERTY DESCRIPTION

PART A

ESTATE 1:

LEASEHOLD ESTATE CREATED IN AND BY THAT CERTAIN INDENTURE OF LEASE DATED NOVEMBER 5, 1968, A MEMORANDUM OF WHICH WAS RECORDED APRIL 8, 1969 AS DOCUMENT NO. 20,804,412, AS AMENDED NOVEMBER 5, 1968, MAY 25, 1970, JUNE 18, 1971 AND FEBRUARY 15, 1977 MADE BY SAKS AND COMPANY, AS GROUND LESSOR, AND LAKE SHORE NATIONAL BANK TRUST NO. 2158, AS GROUND LESSEE, DEMISING THE LAND LEGALLY DESCRIBED IN PART B BELOW.

ESTATE 2:

THE OWNERSHIP OF THE BUILDING AND IMPROVEMENTS LOCATED ON THE LAND LEGALLY DESCRIBED IN PART B BELOW.

ESTATE 3:

SUBLEASEHOLD ESTATE CREATED IN AND BY THAT CERTAIN INDENTURE OF LEASE DATED JULY 1, 1971 MADE BY SAKS AND COMPANY, AS SUBLESSOR AND CLARIDGES PARKING CORPORATION, AS SUBLESSEE, AS DISCLOSED BY AGREEMENT REGARDING COMMENCEMENT OF TERM OF GARAGE SUBLEASE DATED MAY 1, 1973 AND RECORDED JULY 30, 1973 AS DOCUMENT NO. 22,419,030, AS AMENDED DECEMBER 21, 1972, MAY 1, 1973 AND FEBRUARY 15, 1977 AND EVIDENCED BY A MEMORANDUM OF GARAGE SUBLEASE DATED AS OF JULY 15, 1980, AND RECORDED SEPTEMBER 22, 1980 AS DOCUMENT NO. 25,592,695, DEMISING THE "GARAGE FACILITIES" WITHIN THE BUILDING LOCATED ON THE LAND LEGALLY DESCRIBED IN PART B BELOW.

PART B

THE SOUTHEAST 1/4 (EXCEPT THE WEST 1 1/2 FEET THEREOF) OF BLOCK 45 OF KINZIE'S ADDITION TO CHICAGO IN THE NORTH FRACTIONAL 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

C.A.O.

PERMANENT TAX NUMBER: 17-10-106-007 VOLUME: 501

ADDRESS OF PROPERTY: 140-160 EAST HURON STREET
CHICAGO, ILLINOIS

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