UNOFFICIAL, COPY (Section)

COLLATERAL ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT made as of the 12th day of November, 1987, from Independent Trust Corporation, an Illinois corporation not personally but solely as Trustee under the provisions of a deed in trust duly recorded and delivered to such trustee in pursuance of a Trust Agreement dated October 22, 1987 and known as Trust No. 20019 (the "Trustee") and ITC Realty Acquisition, Ltd., an Illinois corporation as the sole Beneficiary of the Trust Agreement pursuant to which the Trustee acts (the "Beneficiary"; the Beneficiary and the Trustee are herein referred to as the "Assignor") to The Exchange National Bank of Chicago (the "Lender");

WHEREAS, the Trustee has executed (i) its Mortgage Note of even date herewith to the order of Lender in the principal amount of Eleven Million Dollars (\$11,000,000) (the "Note"), and (ii) its Mortgage (herein called the "Mortgage"), to secure the Note, conveying the premises (the "Premises") legally described in Exhibit A hereto; and

WHEREAS, the Beneficiary, the Trustee and Lender have entered into a Loan Agreement of even date herewith (the "Loan Agreement"), which requires the execution and delivery of this Assignment;

NOW, THEREFORE, the Assignor, for and in consideration of these presents and the mutual agreements herein contained and for other good and valuable consideration, the receipt where? is hereby acknowledged, and as further and additional security for payment of the Now; the principal sum, interest, premiums and other indebtedness evidenced thereby; my amendments, extensions or renewals of the Note; any other indebtedness or obligation secured or guaranteed by the Mortgage; payment of all other sums with interest ther conbecoming due and payable to Lender under the provisions of this Assignment; and the performance and discharge of each and every obligation. covenant and agreement of assignor contained in this Assignment, the Note, the Mortgage, the Loan Agreement of any of the other "Loan Documents" (as defined in the Loan Agreement), does hereby sell assign and transfer unto the Lender its interest in (i) the Identified Leases, if any, three on Schedule I attached hereto; (ii) all leases or tenancies (including concessions) of the Premises or any part thereof, or any letting of or agreement for the use or occupancy or the Premises or any part thereof, whether written or oral, heretofore or hereafter made or agreed to by any party, including without limitation the Lender in the exercise of the powers herein conferred or otherwise; and (iii) any and all extensions, renewals and replacements of any of the foregoing (all of the leases, tenancies and rights described above are herein referred to as the "Leases"), together with all the rents, income, issues and profits now due and which may hereafter become due under or by virtue of the Leases, together with all guaranties of any of the foregoing, it being the intention hereby to establish an absolute transfer and assignment of all the foregoing to Lender.

To protect and further the security of this Assignment, the Assignor agrees as follows:

1. Agreements Regarding Leases. The Trustee agrees and represents and the Beneficiary agrees, represents and warrants unto Lender as follows.

(a) the Assignor is the sole owner of the entire interest of the lessor in the Leases; without Lender's prior written consent, Assignor will not transfer, sell, assign, pledge, encumber or grant a security interest in any of the Leases; without Lender's prior written consent, Assignor will not consent to, suffer or permit the assignment or subletting of any leasehold estate created the eunder; any attempted assignment or subletting without Lender's written consent, whether by Assignor or by a lessee, shall be null and void;

mail to:

THIS INSTRUMENT PREPARED BY:

Elizabeth L. Corey, Esq. Rudnick & Wolfe Suite 1800 203 North LaSalle Street Chicago, Illinois 60602

ELC0004 11/11/87

ADDRESS OF THE PREMISES:

205 West Randolph Street Chicago, Illinois

PERMANENT INDEX NUMBERS:

17-09-443-006 VOLUME 510 17-09-443-007 — /

> G-P-0 &B

received or will receive such amounts in trust for Lender. Deeds of the county in which the Premises are located stating that Assignor has of limitation, such notice may be given by an instrument recorded with the Recorder of funds were impressed with a trust in accordance herewith; by way of example and not same in trust for Lender as it such person had actual or constructive notice that such acquiring or receiving all or any portion of such trust funds shall acquire or receive the Lender and shall not be commingled with other funds of the Assignor. Any person have been cured within the time periods, if any, expressly established therefore, shall be held by Assignor as trustee for Lender and all such amounts shall be accounted for to under the Loan Agreement or under any of the Loan Documents, which default shall not hibited by the terms of this Assignment and any amounts received by Assignor as rents, income, issues or profits from the Premises from and after the date of any Default prohibited by the terms of this Assignment, including any amounter received in connection with any cancellation, modification or amendment of any of the 1 sases pro-Any amounts received by Assignor or its agents for performance of any actions

of Lender. (j) the Assignor shall not waive, cancer, release, modify, excuse, condone, discount, set-off, compromise or in any marrier release or discharge any lessee under any of the Material Leases from any obligation, covenant, condition or requirement of said Material Leases, without prior written consent

tions thereof; and lessees thereunder are not in default under any of the terms, covenants or condi-

(i) the identified Leases, if any, and all other existing Leases are valid and unmodified and in full force and effect, except as indicated herein, and the

remove or dispossess any lessee to der any Material Lease or to terminate any Material Lease without prior written consent of Mortgagee;

the Assignor shall not commence or continue proceedings to evict,

(g) the Assignor rasil perform all of its covenants and agreements under the Lesses and shall in: suffer or permit any release of Hability of, or right to withhold payment of rear by, the lessess therein;

released; release of this Asignment with respect to such portion of the Premises so the Premises or of the Leases except subsequent to or in connection with the make any other or further assignment of the rents, issues, income or profits of Assignor waits any right of set-off against any lessee or any person in possession of any portion of the Premises; Assignor has not made and will not or discountied, or otherwise discharged or compromised by the Assignor, and the month's installment in advance or has been or will be waived, released, reduced, any person in possession of any portion of the Premises for more than one no payment of rent has been or will be made by any lessee or by

an endment of any of the Leases without such written consent shall be null and nate, modify or amend any of the Leases or any of the terms thereof without the prior written consent of Lender, and any attempted termination, modification or Mortgage is now, or may pursuant to its terms become, subordinate, nor termidinate to any lien other than the lien of the Mortgage and any ilens to which the the Assignor shall not hereafter permit any Lease to become subor-

insurance companies as shall be satisfactory to Lender; shall furnish rental insurance to Lender in amount and form and written by premises demised thereunder by reason of tire or other easualty, the Assignor

it any Lease provides for the abatement of rent during repair of the

ресошея амаге: of 5,000 square feet or more of the Premises ("Material Lease") of which it default by lessor or lessee under the Leases which individually constitute a Lease the Assignor will promptly notify Lender of any default or claimed

merger of the interest of lessor and lessee thereunder; with their terms, and shall remain in full force and effect irrespective of any any Leases are and will be valid and enforceable in accordance

5,613384

and leasing thereof (including reasonable compensation to Lender and its agents, and leasing thereof (including reasonable compensation to Lender and its agents, and lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases), establishing any claims for damages, and premiums on insurance hereinabove authorized; it being expressly understood and agreed that Lender in the exercise of such powers may so pay any claims purporting to be for any operating expenses of the Premises, without inquiry into, and without respect to, the validity thereof and whether such claims are in fact for operating expenses of the Premises;

6. <u>Application of Proceeds</u>. Lender in the exercise of the rights and powers conferred upon it by this Assignment shall have full power to use and aprily the rents, income, issues and profits of the Premises to the payment of or on account of the following, in such order as Lender may determine:

Lender, or right of Lender to exercise, any towers herein conferred) be obligated to perform or discharge, nor does it hereby underlake to perform or discharge, nor does it hereby underlake to perform or discharge, nor does it hereby underlake to perform or discharge, any conjugation, duty or liability under any Leases of series agreements relating to the Premises, and the Beneticiary shall and does hereby agrive to indemnify and hold Lender harmless of and from any and all liability, loss or derinage which Lender may or might incur under or by reason of (a) any Leases, (b) the assignment thereof, (c) any action negligence, or (d) claims and demands which may be asserted against it by reason of any action or discharge any of the terms, covenants on its part to (or to cause the Assignor to) perform or discharge any of the terms, covenants or agreements contained in the Leases. Nothing contained herein shall be construed to intend the indemnity herein to any losses of allower resulting from Leases entered into by Lender for the dremises.

agement thereof and to receive all such rent;, income, issues and profits. proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises the may seem judicious, in its discretion, to insure and improvements to the Premises the insure and improvements to the same for all risks incidental to Lender's possession, operation and manand reinsure the same for all risks incidental to Lender's possession, operation and manand reinsure the same for all risks incidental to Lender's possession, operation and manand reinsure the same for all risks incidental to Lender's possession, operation and manand reinsure the same for all risks incidental to Lender's possession, operation and manand reinsure the same for all risks incidental to Lender's possession, operation and manand reinsure the same for all risks incidental to Lender's possession, operation and manand reinsure the same for all risks incidental to Lender's possession, operation and manand reinsure the same for all risks incidental to Lender's possession, operation and manand reinsure the same for all risks incidental to Lender's possession, operation and manand reinsure the same for all risks incidental to Lender's possession, operation and manand reinsure the same for all risks incidental to the same for all risks in the subsequent to the Mortgage or sur or dinated to the lien thereot, to make all necessary or nate any Lease or sublease for any cause or on any ground which would entitle the Assignor to cancel the same, to elect to disatilifm any Lease or sublease made power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, and with full power to cancel or terminered at any and all times hereafter, and with full power to cancel or terminered at any and all times hereafter, and with full power to cancel or terminered. rent, actions in forcibity tetainer and actions in distress of rent, hereby granting full rents, income, issues and profits of the Premises, including actions for the recovery of and control the P emises and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment of security of the own name as mortgagee and under the powers herein granted, hold, operate, manage relating thereto, and may exclude the Assignor, its agents, or servants, wholly theretrom and may attorney in tact of the Beneticiary or agent of the Assignor, or in its pooks, records, papers and accounts of the Assignor or the then owner of the Premises or without force or notice and with or without process of iaw, enter upon and take and maintain possession of all or any part of the Premises, together with all the documents, thereof personally, or by its agents or attorneys, and Lender in its discretion may, with and Lender shall be entitled to take actual possession of the Premises or any part after institution of legal proceedings to foreclose the ilen thereof or before or after sale thereunder, upon demand of Lender, the Assignor agrees to surrender to Lender Mortgage Lender has a right to institute foreclosure proceedings, whether before or Exercise of Remedies. In any case in which under the provisions of the

3. Further Assurances and Assignments. The Assignor further agrees to execute and deliver immediately upon the request of Lender, all such further assurances and assignments concerning the Leases or the Premises as Lender shall from time to time require.

2. <u>Maiver of Liability</u>. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Lender pursuant to the provisions hereinafter contained. In the exercise of the powers granted by the Mortgage, no liability shall be asserted or enforced against Lender, all such liability being expressly walved and released by the Assignor.

- (b) taxes and special assessments now due or which may hereafter become due on the Premises;
- (c) the costs of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of the Premises, including, without limitation, the cost from time to time of installing or replacing such fixtures, furnishings and equipment therein, and of placing the Premises in such condition as will, in the reasonable judgment of Lender, make it readily rentable;
- (d) any indebtedness secured or guaranteed by the Mortgage or any deficiency which may result from any foreclosure sale.
- 7. Power of Attorney. The Beneficiary does hereby appoint irrevocably the Lender its true and lawful attorney in its name and stead and the Assignor hereby authorizes Lender, with or without taking possession of the Premises, to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms, in its discretion as it may determine, and to collect all of said rents, income, issues and profits now or hereafter arising from or accruing or due under the Leases with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Lender would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth. Powers of attorney conferred upon Lender pursuant to this Assignment are powers coupled with an interest and carnot be revoked, modified or altered without the written consent of Lender.
- 8. Occurrence of Default. Although it is the intention of the parties that this assignment is a precent assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Lender shall not exercise any of the rights and powers conferred upon it herein until and unless there shall occur a Default as defined in the Loan Agreement, or a default in the performance and observance by any party other there the Lender of its obligations and agreements under, the Note, the Mortgage or the Loan Agreement in each instance after any applicable grace periods shall have expired. Nothing herein contained shall be deemed to affect or impair any rights which the Lender may have under the Note, Mortgage or Loan Agreement or to affect the impression of a trust upon funds received by a trustee in the manner provided for in Paragraph 1 above.
- 9. <u>Instruction to Lessees</u>. The Assignor further specifically and irrevocably authorizes and instructs each and every present and future lessee or tenant under any Lease of the whole or any part of the Premises to pay all unpaid rental agreed upon in any Lease or other agreement for occupancy of any part of the Premises to Lender upon receipt of demand from Lender so to pay the same and notice that Assignor is in default of its obligations under the Note, the Mortgage or the Loan Agreement, without any inquiry as to whether or not said demand is made in compliance with the immediately preceding paragraph hereof. Lender has not received or been transferred any security deposit with respect to any Lease, and assumes no responsibility for any such security deposit until such time such security deposit (specified as such with specific reference to the Lease pursuant to which deposited) may be transferred to Lender and accepted by Lender by notice to the tenant under said Lease.
- 10. Election of Remedies. It is understood and agreed that the provisions set forth in this Assignment shall be deemed a special remedy given to Lender, and shall not be deemed exclusive of any of the remedies granted in the Note or the Mortgage but shall be deemed an additional remedy and shall be cumulative with the remedies therein and elsewhere granted Lender, all of which remedies shall be enforceable concurrently or successively. No exercise by Lender of any of its rights hereunder shall cure, waive or affect any default hereunder or Default under the Note or the Mortgage. No inaction or partial exercise of rights by Lender shall be construed as a waiver of any of its such rights and remedies, and no waiver by Lender of any such rights and remedies shall be construed as a waiver by Lender of any of its other rights and remedies.
- Continual Effectiveness. It is expressly understood that no judgment or decree which may be entered on any debt secured or intended to be secured by Lender shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment, discharge and performance of any and all indebtedness and obligations evidenced by the Note or secured or guaranteed by the Mortgage, in whatever form, and until all bills incurred by virtue of the authority herein contained have been fully paid out of rents, income, issues and profits of the

Premises, or by the Assignor, or until such time as this instrument may be voluntarily released. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless all indebtedness secured or guaranteed by the Mortgage is fully satisfied before the expiration of any period of redemption.

- 12. <u>Bankruptcy</u>. In the event any lessee under the Leases should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Assignor covenants and agrees that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Lender, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to the Assignor and Lender. The Assignor hereby assigns any such payment to Lender and further covenants and agrees that upon the request of Lender, it will duly endorse to the order of Lender any such check, the proceeds of which will be applied to whatever portion of the indebtedness secured by this Assignment Lender may elect.
- 13. Release of Mortgage. To the extent, if any, that any provisions of the Mortgage tray provide for the partial release thereof upon conditions therein stated, the Leases of any portion of the Premises which may be released from the lien of the Mortgage pusuant to such provisions, and any rents; issues and profits thereafter accruing with respect thereto, sha'l ipso facto be immediately released from this Assignment without the necessity of the action or instrument.
- 14. <u>Notice</u>. Any notice which any party hereto may desire or may be required to give to any other party hereto shall be in writing, and shall be deemed given if and when personally delivered, or on the second (2nd) business day after being deposited in United States registered or certified mail, postage prepaid, addressed to a party at its address set forth below, or at such other place as such party may have designated to all other parties by rotice in writing in accordance herewith:

(a) If to Assignor:

ITC Realty Acquisition, Ltd.
120 West Madison Street
Chicago, Illinois 60602
Attention: Alan Hurwick, President

with a copy to:

Aller I. Brown Schair, cirsel, Brown & Burney, Ltd.

120 West Madison Suite 1100

Chicago, nlinois \$0602

(b) If to Lender:

The Exchange National Bank of Chicago

LaSalle and Monroe Streets Chicago, Illinois 60663 Attention: Michelle Uh.er,

Assistant Vice President

with a copy to:

Rudnick & Wolfe

203 North LaSalle Street

Suite 1800

Chicago, Illinois 60603

Attention: Paul E. Fisher, Esq.

Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Lender by this Assignment is not required to be given.

15. Binding Agreements. This Assignment and all provisions hereof shall be binding upon the Trustee and Beneficiary, their successors, assigns, and legal representatives and all other persons or entities claiming under or through them, or either of them, and the word "Assignor", when used herein, shall include all such persons and entities and any others liable for the payment of the indebtedness secured hereby or any part thereof, whether or not they have executed the Note or this Assignment. The word "Lender", when used herein, shall include Lender's successors, assigns, and legal representatives, including all other holders, from time to time, of the Note.

- 16. Governing Law: Interpretation. This Assignment shall be governed by the laws of the State of Illinois in which State the Note and this Assignment were executed and delivered, the premises are located, the proceeds of the Loan were disbursed by Lender, and the principal and interest due under the Note are to be paid. Wherever possible each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Time is of the essence of this Assignment.
- 17. <u>Miscellaneous</u>. Neither this Assignment nor any provision hereof may be amended, modified, waived, discharged or terminated orally. The Section headings used herein are for convenience of reference only and shall not define or limit the provisions of this Agreement. As used in this Assignment, the singular shall include the plural and the plural shall include the singular and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.
- 16. <u>Joint and Several Liability</u>. The Beneficiary and Trustee shall be jointly and severally liable hereunder. An action to enforce this Assignment may be brought against either the Beneficiary or Trustee without any requirement of joinder of the other party in such action. Any amounts due under this Assignment may be recovered in full from either the Beneficiary or Trustee.
- 19. Exculpition. This Assignment is executed and delivered by the undersigned trustee, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, provided that said Trustee hereby personally warrants that it possesses full power and authority to execute and deliver the same. It is expressly understood and agreed that nothing contained in this Assignment shall be construed as creating any liability on said Trustee personally to pay the indebtedness securize by this Assignment or any interest that may accrue thereon or to perform any cover. It, express or implied, contained herein, all such personal liability, if any, being expressly waived by Assignee and by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the day and year first above written.

INDEPENDENT TRUST CORPORATION. not personally, but as Trustee as aforesaid

JAWORSKY, Trusk

CHERY By: Name: Alan Hurwick

Title: President

ATTEST:

Name:

Title: Se

TRUST OFFICER

ITC REALTY ACQUISITION, LTD., an Illinois Corporation

W. Capriotti ALAN L. HUMINICA

Title: President

County Clark's Office

ATTEST:

Name:

EXHIBIT A TO COLLATERAL ASSIGNMENT OF LEASES AND RENTS

THE PREMISES

LEGAL DESCRIPTION

PARCEL 1: THE WEST 20 FEET OF THE NORTH 100 FEET OF LOT 1 IN BLOCK 41 IN ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SPACE COLLAND CLORES OFFICE PARCEL 2: LOT 1 (EXCEPT THE WEST 20 FEET OF THE NORTH 100 FEET 8 3/8 INCHES THEREOF) IN BLOCK 41 IN ORIGINAL TOWN OF CHICAGO, IN SECTION 9. TOWNSHIE 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SCHEDULE OF IDENTIFIED LEASES

INTERCOUNTY TITLE 205 Mest Randolan Rent Roll 10/14/87

	a	course	76DW 050	MAN 7111 V	AMMUAI	AMMILAL	714	100	EMBENEE	NATER
TENANT	SUITE	SQUARE FEET	TERM SEG TERM END	PONTHLY	ANNUAL RENT	ANNUAL PSF	TAX CONTRIB	CPE ESCAL	EXPENSE REIMB	NOTES
Consoration Supply Co.	retail	2835	10/1/81 9/30/91	2953	35436	12.50	1,4175%	yes	1.4175%	
PAGO PAGO II	retail	3900	5/:/81 4/30/96	2500	31200	8.00				THO LEASES
Circadian Data Systems	retail	160	2/1/87 1/31/92	1840	22080	48.00	. 23%	yes	.23%	
Expressiane Pizza	etail	3200	1/1/85	9333	112003	35.00	1,60%	yes	1.60%	Pizzaquik?
Rochelle's Delf	retai:	360	4/1/85 3/31/95	2857	34400	40.00	.43%	yes	.43\$	
Key Cee Muftins	retail	554	5/1/85 4/10/91	2490	29880	45.00	. 33%	yes	.33%	
Gussini Shoes	retail	2428	5/10/J3	7084	85008	35.00	1,2144%	yes	1.2144%	Shoe World?
3.M. Convenience	retail	725	11/1/85 10/31/96	700	20400	28.00		no		Shah Bros.?
Originals Hair Designers	retail	725	11/1/85	1245	14935	20.50	. 36%	na	. 36%	Base rent inc. 3%/year Option 1991, 92.
Pivot Point	2nd, 3rd & 4th	25948		17965	215384	8.00				Base rent inc. to 15 after 1 year.
Wilson, Stockal & Bobrow	440	1950	5/1/87 4/30/9 5	2519	30225	15.0	VERIFY L	EASE		1/2 base rent 11/1/87-12/31/98. 1992 rent 16.50.
Sifford, Decumo & Gifford	450	2900	8/1/87 4/30/93	3746	44950	15.50	90	yes	1.78%	Free Rent Aug., Sep. 1987,88,89,93.
Chicago Volunteer Legal Services	510	2050	8/20/87 8/31/92	2403	28840	14.00	1.03%	na	1.27%	
Carporation Supply	510	5150	10/1/31 9/30/88	5852	70227	13.54	2.531%	yes	2.501\$	1 lease or 2?
Bell General Office Credit Union	530	1277	5/1/ 35 5/31/95	1550	19800	16.50		no	-0	Annual cent inc.
Matichal Energy Management Institute	550	,553	3/1/87 2/28/89	:557	18830	15.57		na		Rent inc. to '5.50 on 3/1/58.

Robert Busch, 제.O.	<u>72</u> 0	5700	12/1/86	7838	94056	16.50	2.82%	ng	••	Base rent inc. 3%/year
Slake Reporting	740	2400	10/1/88 12/31/92	3000	35000	15,99	1.19%	yes	7,48%	
Office of the bldg.	750 800	1750 550								
Internetional Brotherhood of Electrical Morkers	805	1050	4/1/87 5/30/92	1356	16275	15.50	.51%	yes	.64%	50% rent until 3/31/8 TWO LEASES
Tower Off, Inc.	810	2:50	9/1/86 5/30/97	2688	32256	15.00	1.07%	yes	1.32%	
Carry J. Meyer	820	1200	11/1/8 \$ 12/31/90	1885	19980	18.65	+-	no		Annual ment inc. approx. St.
Computer Curriculum	(30	.500	2/1/87 1/31/89	1800	19200	16.00		no		1 year renewal potion at 16.75.
Anthony A. losco	935	(3)×	5/1/87 5/31/90	733	8600	15.00	. 27%	yes	. 249	
Willer Parking Co.	310	.582	3/1/81 0/24/92	'713	20560	16.30	.54%	ua	.79%	Annual nent inc. of 2
Thomas I. Month, Inc.	950	*175	11/1/85	1542	18506	15.75	. 58%	ng	.72%	Free rent 7/88 - 10/8
Manzullo Reporting Co.	900	829	11/1/85	1 136	12434	15.00	,61%	yes	.51%	Free rent 11/87-12/87 11/88
Billboard Publications	920	1418	1/1/87 12/31/92	1832	21472	15.50	, 13\$	yes	.97%	
[]]Inois Office of Public Counsel	930	3625	7/1/8 6 5/30/89	4290	51475	14.20), 	no	\$.50/sf	Rent fnc. to 16.25 on 7/1/38.
Bell Accounting Credit Union	940	1200	5/1/85 5/31/95	1675	20100	16.75	0/1	no		Rent inc. each June.
Berry L. Gordon Enterprises	950	2400	5/1/86 5/31/98	3193	38315	15.97	1,294	Ç3		3% nent inc. each vur
inwin L. Frazin & Assoc. Robert A. Fisher, Ltd.	1917	2028	9/1/84 8/31/89	2450	54400	14.50	1,514%	yes	A.3168	
Richard Sumiin Ltd.	.035	1540	11/1/96	1989	23873	15.58	.75%	yes	.95k	
Samuel V. Bossov Lenny R. Lipschultz	1040	:544	1/1/85 12/31/91	3253	39000	14.75	1.345%	y es	1.345%	

David Laz, Serton Ring & Maurice Brown	10 <u>50</u>	1152	11/1/84	1488	17856	15.50	. 575%	yes	.575%	EXPIRES 10/31/87.
Illinois Bankers Assoc.	100	9504	7/1/82 5/30/89	10893	130718	15.37	4.2524	yes	4.2529	
Joseph Hrobel, Ltd. Agran & Agran, Ltd.	1140	'205	5/1/84 4/30/91	1400	15800	13,94	. 5%	y es	. 5%	This suite was taken or by the tenant in 1100.
Burton Witt Max Pastin	1150	82	5/1/85 5/31/90	1530	18360	15.49	.5925%	yes	.5925%	
Stuart H. Verson, P.C.	.560	927	7/31/87 8/1/90	1344	16127	19.50	.41%	y ec	.51%	
Springfield Life Insurance Company	.5.3	13\$8	10/1/86 9/30/91	1421	17051	15.97	.534%	no		Base rent inc. 3%/year
Leonard O. Abrams	THE STATE OF	1590	3/1/87 7/31/93	2054	24645	15.50	.794	yes	. 98%	Free rent until 1/31/8 1/2 rent 2/1/38-5/31/8
Stephen Pinto James Brown	.540	1578	5/1/81 4/33/38	5111	51332	13.40	2.307%	yes.	2.307%	Don't have all documen
Q'ewellyn Greene-Thapedi	1253	: 153	1 /30/85	1533	18400	15.00	.57%	n o	.71%	
The Componate Real Estate Center	,300	913	12/11/8/	:179	14152	15.50	.45%	no	.55%	Sase ment ind, 3%/year each December.Option menew 1/1/SD-12/31/9
Liberty National Title Insurance Company	1305	1200	1/1/87 12/31/89	1550	:8600	15.50	.594	yes	.74\$	griss 17-733-1673 (73
Mundny, Patens, Davis § O'Brien	:3.0	2900	12/1/86 12/31/91	3675	44.00	15.75	1.39%	no	1.72%	Base ment inc. 2 1/2% each December.
Soard of Ethics	1320	1802	10/1/86 9/30/89	2370	28440	17,78				Con't have all documen
Bunton Reif Mark Rosenbaum	1340	1769	3/1/86 2/28/89	2520	30240	17.09	.881	yes	. 98%	
Stuart Handler Real Estate	1350	1105	10/1/3 6 9/30/89	1493	1 7917	16.20	1	,0		dase nent inc. each January
Pensannal Paol of Cook County	:40!	948	10/1/84 9/30/ 89	1135	4220	15.30	. 1714	yes).174 4	
Greenstein, Hodes & Davis	1413	2523	4/1/35 3/31/91	3229	36750	15.50	1.2523%	no	1.2028)
James Paul Costello, Utd.	:423	.550	1/1/86 12/31/88	1594	19008	'5.58	.510%	yes	.510%	7
Bellino & Associates	1430	500	5/1/35 5/31/91	735	8820	14.70	. 29%	yes	.35%	

										•
Rallo & Tepper	1435	2335	10/1/95	3279	19153	16.50	1.19%	yes	1.47%	Free rent 1/99-2/88, 1 year renewal option
Les, Zavis & Bradtke	1450	1752	5/1/8 5 4/30/90	2263	27156	15.50	.876%	yes	.976%	
Francis Valentine	1500	550	10/1/85	700	8400	15.00	. 28%	y es	.34%	
3luestone & Thomas	1510	1475	5/1/87 5/30/91	1907	22878	15.50	.73%	na	.91%	
Meinrich & Kreser	1520	1531	9/1/86 //91	2150	25920	15.89	.81%	no	1.00%	Sase rent fro. each S
Sherwin Winer	1530	1148	3/1/85 2/28/89	1500	19200	16.72	.575%	y es	. 575%	
teo Bleiman Hanold Abnams	1540	2359	7/1/64 5/30/89	2862	34344	14.50	1.1845%	yes	1,1845%	
Public Employees Benefits Service Comparation	1550	Ö,	1/1/87	3555	43855	17.50	1.25%	yes	1.25%	2 year renewal option
M.C. Cox and Company	1503	,535	10/1/84 5/30/5/5	1499	17998	14.97	.0555%	yes	.0555%	
Alan Maloman & Assoc.	1500	::1;	3/1/67 2/23/89	295	15540	13.99				Base ment '4.50 beg. SAME SULTE AS ABOVE
Edward Rothman Richard Rothman	1510	1894	4/1/87 3/31/90	25 10	30000	15.84	••			Sase rent inc. each A
Raymond Allen Jack Hentz	.233	1802	4/1/87 3/31/92	2002	24527	13.33	.90%	no	7.10%	
Rubin-Van Slyke. Inc. Brown & Rosner, inc.	1540 1550	4852	1/1/87	5685	80223	16.50	2,43%	10		Base rent inc. 2.5% each January.
Conn. Lambert & Ryan	1700	5866	5/1/82 4/30/89	7332	87994	15.00	2,33\$	yes .	2.93%	
Russell Hirson & Scott Colky	1750	2518	5/1/84 4/30/91	3417	41004	15.66	1.309%	(A)	1.309%	
Ratthen, Sandick & Associates	.800	. 395	11/1/82	2291	27492	14.50	.348%	yes	.948\$	LEASE EXPIRES 10/31/8
Alan Feder	1081	*25	5/1/87 4/30/92	957	11500	.8.50	.35%	yes	Cs	Free rent 5/88 thru 1
Inwin Kionis David Krashen	.330	פייי	3/1/97 2/23/90	2445	29337	15.50	. 38\$	y es	1.09%	Free nent each Manch.



Robert Pincham, Jr.	2000 —	3535	9/1/85 12/31/95	4748	56974	15.12	1.75%	no	2.17%	Rent inc. each August.
R.R. Benjamin & Assoc.	2100	3714	3/1/87 5/30/97	4952	59424	16.00	1.84%	yes	2.30%	34% sublet.
Edward Ponce de Leon David Selgado	2150	1200	12/1/8 6 12/31/92	1650	19800	16.50	. 59%	80	.74%	1/2 base rent thru 11/
Lenny Fielschen & Assoc.	2200	2300	6/1/84 5/31/91	2500	30000	15.00	1,00%	yes	1.00%	Base ment (no. \$1,000 sech lanuary,
Quantrex Corp.	2201	752	1/30/87 1/29/90	891	10668	14.21	. 37%	yes	.46%	
Kenneth Rosenblum	2272	1802	7/1/84 6/30/89	2350	28320	15.72	. 901%	yes	.901\$	
Santield & Menel, Ltd.	(30)	4914	5/1/85 4/30/92	6142	73734	15.00	2.457%	yes	2.457%	
TOTAL SF LEASED GROSS ANNUAL INCOME AVERAGE LEASE RATE AVE RATE LESS RETAIL & PLVOT POINT LEASEABLE SPACE PERCENT LEASED	!83,614 2736717 \$14.30 \$15.15 205.731 38.83%		c Coc	4			2014			

STATE OF ILLINOIS)	
COUNTY OF Cook) SS	
said County, in the State aforesaid, DO HEREB Notice President of Inc. Corporation, personally known to me to be ac Trust Agreement dated October 22, 1987 and the corporation of the	of known as Trust Number 20019, and Officer of said Bank/Trust Company, are ons whose names are subscribed to the nd Trust Officer, respectively, appeared ged that they signed and delivered said and as the free and voluntary act of said, for the uses and purposes therein set eknowledged that he, as custodian of the did affix the corporate seal of said own free and voluntary act and as the
GIVEN poder my hand and Notarial Seal, A.D., 19 🔄	this 13th day of November.
2	alust sel
Ox	Notary Public
My Commission Expires Nov. 13, 1988	The Clark's Office

01101	
STATE OF ILLINOIS)	
COUNTY OF)	SS
Ltd., an Illinois corporation, are gnames are subscribed to the Secretary, respacknowledged that they signed	a Notary Public, in and for esaid, DO HEREBY CERTIFY that ALAN HURWICK of ITC Realty Acquisition, and of
therein set forth.	pluntary act of such corporation for the uses and purposes
GIVEN under my hand a	and Notarial Seal, this 13th day of November. Buuly Weet, Notary Public
My Commission Expires:	
DECEMBER JS, 1	99 <u>Q</u>
	DEFI-01 RECORDING \$23 E T#2222 TRAG 2521 11/15-67 10 E6:00 単273 章 33 米一電子一番1239を任 2000 20UNT、RECORDER
25 mil	876 ₃

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