88595852

29.00

SECOND MODIFICATION AGREEMENT

THIS SECOND MODIFICATION AGREEMENT is made and entered into as of December 20, 1988 by, between and among:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally but as Trustee Under Trust Agreement dated June 18, 1987 and known as Trust Number 102836-04, whose mailing address is 33 North LaSalle Street, Chicago, Illinois 60690 (hereinafter sometimes referred to as the "Trustee");

185 NORTH WABASH, AN ILLINOIS LIMITED PARTNERSHIP, an Illinois limited partnership, whose mailing address is 185 North Wabash Avenue, Chicago, Illinois 60601 (hereinafter sometimes referred to as the "Beneficiary");

CHRISTY J. JEPSON and **KENNETH E. KAISER**, whose mailing address is 185 North Wabash Avenue, Chicago, Illinois 60601 (hereinafter sometimes collectively referred to as the "Guarantors"); and

C. J. INDUSTRIES, INC., an Illinois corporation, whose mailing address is 185 North Wabash Avenue, Chicago, Illinois 60601 (hereinafter sometimes referred to as the "Subordinator"); and

TRANSOHIO SAVINGS BANK, an Ohio corporation, whose mailing address is 1250 Superior Avenue, N.E., Cleveland, Ohio 44101-5499 (hereinafter sometimes referred to as the "Lender").

Recitals:

A. Trustee has heretofore executed and delivered to Lender, and Lender is now the owner and holder of, a certain PROMISSORY NOTE of Trustee payable to the order of Lender, dated June 28, 1988, in the stated principal amount of FIFTEEN MILLION DOLLARS ($15,000,000.00) (the "Original Note"). The Original Note evidences a loan (the "Loan") being made by the Lender to the Trustee (the "Loan"), at the request of and for the principal benefit of the Beneficiary, in the maximum principal amount of FIFTEEN MILLION DOLLARS ($15,000,000.00). The unpaid principal balance of the Loan owing under the Original Note, as of the date hereof, is EIGHT MILLION FIVE HUNDRED NINETY-SEVEN THOUSAND THREE HUNDRED NINETY and 88/100ths DOLLARS ($8,597,390.88); and accrued and unpaid interest on the Original Note is FORTY-TWO THOUSAND FORTY-NINE and

51/100ths DOLLARS ($42,049.51). The undisbursed principal balance of SIX MILLION FOUR HUNDRED TWO THOUSAND SIX HUNDRED NINE and 12/100ths DOLLARS ($6,402,609.12) will be disbursed in accordance with, and subject to the conditions stated in, the Loan Agreement hereinafter described.

B. The Guarantors are the sole general partners of the Beneficiary. Beneficiary is the sole beneficiary under said Trust Agreement No. 102836-04 with the Trustee as trustee thereunder. The Loan evidenced by the Original Note is further evidenced by and secured by the documents (collectively, the "Original Loan Documents") listed and described on SCHEDULE I attached hereto and incorporated herein by this reference.

C. Trustee is the owner and holder of legal title to the real estate legally described in EXHIBIT "A" attached hereto and incorporated herein by this reference (the "Premises").

D. The Subordinator is the subordinating party under the "Subordination Agreement" described in SCHEDULE I, and joins in this SECOND MODIFICATION AGREEMENT solely to manifest herein its agreement that its rights (if any) under the "Management Agreement" (described in the Subordination Agreement) are and remain subject, junior and inferior to the liens and security interests granted to Lender by the Original Loan Documents notwithstanding the modification of the Original Loan Documents incorporated herein.

E. Trustee, Beneficiary and Lender have agreed (and the Guarantors have agreed) to modify the terms applicable to the Loan, by amending and restating the Original Note and by amending the Original Loan Documents as hereinafter set forth, but not otherwise. The modifications include but are not limited to changing the Final Maturity Date of the Loan to January 1, 1994 (and not July 1, 1998).

F. The Loan will now be evidenced by an AMENDED AND RESTATED PROMISSORY NOTE executed and delivered by Trustee (the "New Note"), payable to the order of Lender, bearing even date herewith, in the amount of FIFTEEN MILLION DOLLARS ($15,000,000.00), which New Note will (prospectively) replace and supercede the Original Note.

G. Certain terms and provisions concerning title insurance and other aspects of disbursement of Loan proceeds were governed by the "Escrow Agreement" (as defined in SCHEDULE I). That Escrow Agreement is prospectively replaced and superceded by that certain AMENDED AND RESTATED REHABILITATION/PERMANENT LOAN ESCROW TRUST AGREEMENT bearing even date herewith (the "New Escrow Agreement") between and among the parties to the Escrow Agreement.

NOW, THEREFORE, in consideration of the Recitals, the future disbursement of the undisbursed proceeds of the Loan, and for other good and valuable consideration and intending to be legally bound hereby, the parties hereto agree as follows:

1. The New Note prospectively replaces and supercedes the Original Note. The New Note now evidences the obligation of Trustee to repay the Loan.

2. The New Escrow Agreement prospectively replaces and supercedes the Escrow Agreement.

3. From and after the date hereof:

(a) the Original Loan Documents, as amended hereby, except the Original Note and except the Escrow Agreement, shall evidence and secure the repayment of all indebtedness evidenced by the New Note and the performance by Trustee, Beneficiary and Guarantors of all of their respective covenants and obligations and their respective observance of all conditions set forth in the Original Loan Documents, as amended hereby;

(b) all references to the "Note" and like references contained in the Original Loan Documents and in the New Escrow Agreement shall hereafter be deemed and construed to refer to the New Note;

(c) all references to the "Mortgage" and like references contained in the Original Loan Documents and in the New Escrow Agreement shall hereafter be deemed and construed to refer to the Mortgage, as further amended hereby;

(d) all references in the "Escrow Agreement" and like references contained in the Original Loan Documents shall shall hereafter be deemed and construed to refer to the New Escrow Agreement; and

(e) all references in any other Original Loan Documents to other Original Loan Documents shall hereafter be deemed and construed to refer to the appropriate Original Loan Documents, as further amended hereby.

4. The final payment of principal and interest under the New Note, if not sooner paid or payable as provided therein, is due on January 1, 1994 and not on July 1, 1998.

5. The SCHEDULE OF LEASES attached to the "Mortgage" (as defined in SCHEDULE I) and to the "Assignment of Leases" (as defined in SCHEDULE I) and to the "Certificate" (as defined in SCHEDULE I) is hereby deleted and entirely replaced by the SCHEDULE OF LEASES attached hereto and made a part hereof.

6. The Guarantors join in this SECOND MODIFICATION AGREEMENT to explicitly manifest their assent hereto and to document their agreement (and the Beneficiary's agreement) that nothing contained herein is intended to nor shall impair, annul nor affect their obligations (or the obligations of the Beneficiary) as guarantors under the "Guaranty" (defined in SCHEDULE I); and the Guarantors and Beneficiary further agree that the Guaranty now obligates the Guarantors and Beneficiary with respect to the New Note, the New Escrow Agreement and the Original Loan Documents, **as further amended hereby.**

7. The Mortgage and the other Original Loan Documents, as further amended hereby, now secure indebtedness in the principal amount of FIFTEEN MILLION DOLLARS ($15,000,000.00), together with the payment of such additional sums, with interest thereon, which may hereafter be loaned to Mortgagor by Mortgagee or advanced under the Original Loan Documents, as amended hereby, even though the aggregate amount outstanding at any time may exceed the new Loan principal balance stated herein and in the New Note; provided, however, that the indebtedness secured by the Mortgage, as amended hereby, shall in no event exceed an amount equal to three hundred percent (300%) of the face amount of the New Note.

8. Beneficiary covenants with and warrants to the Lender that there is no uncured event of default now outstanding under the "Ground Lease" (as defined in the Mortgage referred to in SCHEDULE I).

9. Beneficiary covenants with and warrants to the Lender that all warranties and representations contained in the "Certificate" (as defined in SCHEDULE I) and in the "Loan Agreement" (as defined in the New Note) remain true and correct as of the date hereof, except that new construction contracts have been let and some construction contracts have been terminated, all as heretofore disclosed in writing to the Lender or as will be disclosed in writing to Lender prior to the next disbursement of proceeds of the Loan.

10. In consideration of the payment of a Fee by Beneficiary to Lender, Lender hereby waives the limitation contained in the Original Note and in Loan Agreement or elsewhere in the Original Loan Documents to the effect that Lender would fund only a maximum of TEN MILLION DOLLARS ($10,000,000.00) of Loan proceeds unless it obtains a participant in the Loan for FIVE MILLION DOLLARS ($5,000,000.00) or more. Nothing in the preceding sentence precludes Lender from hereafter selling the Loan or participations therein.

11. This Agreement may be executed in any number of counterparts by any of the parties hereto and the signature and acknowledgment pages of such executed counterparts may be collated by the counsel for the Lender. All of such executed counterparts, including collated

signature and acknowledgment pages, shall for all purposes be deemed to be originals and all such counterparts, taken together, shall constitute but one and the same Agreement.

12. Except as expressly modified hereby, the Original Loan Documents remain in full force and effect in accordance with their original tenor. Nothing contained in this SECOND MODIFICATION AGREEMENT shall in any way be deemed or construed to: (i) waive, impair or annul the lien or priority of lien or security granted to Lender by the Original Loan Documents; (ii) waive, impair or annul any other security now held by Lender to secure repayment of the Loan; (iii) alter, waive, annul, vary nor affect any provision, condition or covenant contained in any of the Original Loan Documents except as herein expressly provided; nor (iv) waive, impair or annul any right, remedy, privilege, power or option granted to Lender in the Note or any other Original Loan Document or by law or otherwise.

13. It is expressly understood and agreed, anything herein to the contrary notwithstanding: (i) that all representations, covenants, undertakings, warranties and agreements herein made on the part of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid, while in form purporting to be the representations, covenants, warranties, undertakings and agreements of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid, are nevertheless each and every one of them, not made by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO personally or for the purpose or with the intention of binding AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO personally, but are made by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO solely in the exercise of the powers conferred upon and vested in it as Trustee; and (ii) that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO personally on account of this instrument or on account of any representation, covenant, undertaking, warranty or agreement of the Trustee in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by every person now or hereafter claiming any right or security hereunder; but nothing contained in this Paragraph shall limit the right of any party to this instrument or any of the Original Loan Documents to enforce: (i) the personal liability (if any) of any party hereto or thereto other than the Trustee, nor (ii) recourse against any security granted to any party hereto or thereto.

IN WITNESS WHEREOF the parties hereto have executed this SECOND MODIFICATION AGREEMENT as of the day and year first above written.

88595852

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Not Personally But As Trustee As Aforesaid

By: _____
Its _____

ATTEST:

By: _____
Its _____

(Impress corporate seal here)

-and-

185 NORTH WABASH, an Illinois limited partnership

By _____
Christy J. Jepson, general partner

- and/or -

By _____
Kenneth E. Kaiser, general partner

-and-

Christy J. Jepson, individually

Kenneth E. Kaiser, individually

-and-

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COOK COUNTY, ILLINOIS
FILED FOR RECORD
1988 DEC 28 PM 12: 33

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C. J. INDUSTRIES, INC., an Illinois corporation

By: _____
Its _____ President

ATTEST:

By: _____
Its (Assistant) Secretary

(Impress corporate seal here)

-and-

TRANSOHIO SAVINGS BANK, an Ohio corporation

By: _____
Its _____ President

ATTEST:

By: _____
Its (Assistant) Secretary

(Impress corporate seal here)

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MODIFY3.NEW 12/22/88 RFK

C. J. INDUSTRIES, INC., an Illinois corporation

By: _____
Its _____ President

ATTEST:

By: _____
Its (Assistant) Secretary

(Impress corporate seal here)

-and-

TRANSOHIO SAVINGS BANK, an Ohio corporation

By: _____
Its VICE President

ATTEST:

By: _____
Its (Assistant) Secretary

(Impress corporate seal here)

88595852

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

DEC 27 1988

The foregoing instrument was acknowledged before me this ___ day of _____, 1988 by Peter H. Johansen, Second Vice President President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, on behalf of the association, as Trustee as aforesaid.

"OFFICIAL SEAL"
Karen E. Burns
Notary Public, State of Illinois
My Commission Expires 8/27/90

NOTARY PUBLIC

(Impress Notarial Seal Here)

My commission expires: _____, 19__.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 27th day of December, 1988 by CHRISTY J. JEPSON and KENNETH E. KAISER, general partners of 185 NORTH WABASH, AN ILLINOIS LIMITED PARTNERSHIP, on behalf of the limited partnership.

"OFFICIAL SEAL"
DOUGLAS A. [illegible]
Notary Public, State of Illinois
My Commission Expires Oct. 26, 1991

NOTARY PUBLIC

(Impress Notarial Seal Here)

My commission expires: _____, 19__.

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MODIFY3.NEW 12/22/88 RFK

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 27th day of December 1988 by CHRISTY J. JEPSON and KENNETH E. KAISER.

"OFFICIAL SEAL"
DOUGLAS A. HANSON
Notary Public, State of Illinois
My Commission Expires Oct. 26, 1991

NOTARY PUBLIC

(Impress Notarial Seal Here)

My commission expires: _____, 19__.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 27th day of December, 1988 by Christy J. Jepson, as President of C. J. INDUSTRIES, INC., an Illinois corporation, on behalf of the corporation.

"OFFICIAL
DOUGLAS A
Notary
My Commission Expires Oct. 26, 1991"

NOTARY PUBLIC

(Impress Notarial Seal Here)

My commission expires: _____, 19__.

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MODIFY3.NEW 12/22/88 RFK

STATE OF OHIO)
) SS.
COUNTY OF Cuyahoga)

The foregoing instrument was acknowledged before me this 27th day of December, 1988 by THOMAS G. GUNTER, VICE President of TRANSOHIO SAVINGS BANK, an Ohio corporation, on behalf of the corporation.

Jeri A. Janok
NOTARY PUBLIC

(Impress Notarial Seal Here)

JERI A. JANOK, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires July 8th 1992

My commission expires: _____, 19__.

This instrument was prepared by, and after recording, registration or filing please return to:
BURKE, WILSON & McILVAINE
Suite 2300
135 South LaSalle Street
Chicago, Illinois 60603
Attention: Richard F. Kohn, Esquire
(312) 263-1212
BWM File No. 2708-1

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MODIFY3.NEW 12/22/88 RFK

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PREMISES

PARCEL 1:

THE LEASEHOLD ESTATE CREATED BY THAT CERTAIN GROUND LEASE AND SUB-GROUND LEASE DATED AUGUST 27, 1987, EXECUTED BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 25, 1979 AND KNOWN AS TRUST NUMBER 46602 AND STANDARD BANK AND TRUST COMPANY, AN ILLINOIS BANKING CORPORATION, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 27, 1977 AND KNOWN AS TRUST NUMBER 5186, AS LANDLORDS, AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 18, 1987 AND KNOWN AS TRUST NUMBER 102836-04, AS TENANT, AND FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS (the "PUBLIC OFFICE") ON SEPTEMBER 4, 1987 AS DOCUMENT NO. 87488037, AS AMENDED BY A CERTAIN FIRST AMENDMENT THERETO DATED JUNE 22, 1988 BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 30, 1987 AND KNOWN AS TRUST NUMBER 103175-01 AND STANDARD BANK AND TRUST COMPANY, AN ILLINOIS BANKING CORPORATION, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 27, 1977 AND KNOWN AS TRUST NUMBER 5186, AS SUCCESSOR LANDLORDS, AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 18, 1987 AND KNOWN AS TRUST NUMBER 102836-04, AS TENANT, AND FILED FOR RECORD IN THE PUBLIC OFFICE ON JUNE 30, 1988 AS DOCUMENT NO. 88288530, DEMISING PARCEL A AND PARCEL B DESCRIBED BELOW, EXCEPT THE BUILDINGS AND IMPROVEMENTS LOCATED THEREON, FOR A TERM OF 60 YEARS BEGINNING ON AUGUST 27, 1987 AND EXPIRING ON AUGUST 31, 2047.

PARCEL A:

LOTS 3 TO 6, BOTH INCLUSIVE, IN RICHARD T. HAINES' SUBDIVISION OF LOTS 1 TO 5 IN BLOCK 10 OF FORT DEARBORN ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL B:

LEASEHOLD ESTATE CREATED IN AND BY THAT CERTAIN INDENTURE OF LEASE EXECUTED BY LUCY J. ATWATER, AS LESSOR, TO CHAUNCY KEEP, AS LESSEE, DATED JANUARY 31, 1912 AND RECORDED IN THE PUBLIC OFFICE AS DOCUMENT 4947021, AS AMENDED BY THREE SUPPLEMENTAL LEASES OR AGREEMENTS BY THE SAME PARTIES, THE FIRST DATED JUNE 30, 1916 AND RECORDED JULY 19, 1916 AS DOCUMENT 5913464, THE SECOND DATED JUNE 30, 1922 AND RECORDED JULY 19, 1922 AS DOCUMENT 7580239, AND THE THIRD DATED MARCH 1, 1926 AND RECORDED JUNE 16, 1926 AS DOCUMENT 9310235, AS FURTHER AMENDED BY AGREEMENT DATED JANUARY 25, 1961 AND RECORDED FEBRUARY 7, 1961 AS DOCUMENT 18079865, DEMISING AND LEASING FOR A TERM OF 198 YEARS, COMMENCING FEBRUARY 1, 1912 AND ENDING JANUARY 31, 2110, THE FOLLOWING DESCRIBED LAND:

LOTS 1 AND 2 IN RICHARD T. HAINES' SUBDIVISION OF LOTS 1 TO 5 IN BLOCK 10 OF FORT DEARBORN ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS NOW OR HEREAFTER LOCATED ON PARCEL 1.

PARCEL 3:

THE NORTH 1/2 OF A STRIP OF LAND 9.5 FEET IN WIDTH: (i) LYING SOUTH OF AND ADJOINING LOTS 1 THROUGH 6, BOTH INCLUSIVE, IN RICHARD T. HAINES SUBDIVISION OF LOTS 1 TO 5 IN BLOCK 10 OF FORT DEARBORN ADDITION TO CHICAGO; (ii) LYING NORTH OF AND ADJOINING LOT 7 IN RICHARD T. HAINES SUBDIVISION AFORESAID; AND (iii) LYING NORTH OF THE NORTH LINE, EXTENDED EAST, OF LOT 7 IN RICHARD T. HAINES SUBDIVISION; ALL IN BLOCK 10 OF FORT DEARBORN ADDITION TO CHICAGO AFORESAID, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

TOGETHER WITH ALL PRESENT AND HEREAFTER-ACQUIRED RIGHT, TITLE AND INTEREST (IF ANY) OF THE TRUSTEE OR BENEFICIARY (AS DEFINED IN THE FOREGOING INSTRUMENT) IN AND TO THE SOUTH 1/2 OF SAID 9.5 FOOT WIDE STRIP OF LAND LEGALLY DESCRIBED IN THE PRECEDING PARAGRAPH OF THIS PARCEL 3 DESCRIPTION.

88595852

PIN # 17-10-306-001,002

185 N. WABASH, CHICAGO

MODIFY3.NEW 12/22/88 RFK

SCHEDULE I

DESCRIPTION OF THE ORIGINAL LOAN DOCUMENTS

No.:	Description of Document	Date of Document/ Recording or Filing Number
1.	GUARANTY executed and delivered to Lender by Beneficiary and the Guarantors as co-guarantors (herein sometimes referred as the "Guaranty")	June 28, 1988/ Unrecorded
2.	LEASEHOLD MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT, made by Trustee as Mortgagor to and for the benefit of Lender as Mortgagee (which, as amended by the MODIFICATION AGREEMENT described as Item No. 3 below, is sometimes referred to as the "Mortgage")	June 28, 1988/ 88289943
3.	MODIFICATION AGREEMENT between and among Trustee, Beneficiary, Guarantors, Subordinator and Lender	October 1, 1988/ 88565884
4.	ASSIGNMENT OF LEASES, RENTS, GUARANTYS AND SECURITY DEPOSITS, made by Trustee and Beneficiary as Assignors and debtors to and for the benefit of Lender as Assignee and secured party (herein sometimes referred to as the "Assignment of Leases")	June 28, 1988/ 88289944
5.	SUBORDINATION AGREEMENT, made by Trustee, Beneficiary and C. J. Industries, Inc. to and for the benefit of Lender (herein sometimes referred to as the "Subordination Agreement")	June 28, 1988/ 88289945
6.	SECURITY AGREEMENT made by Beneficiary as Debtor to and for the benefit of Lender as Secured Party (herein sometimes referred to as the "Security Agreement")	June 28, 1988/ unrecorded
7.	UCC-1 FINANCING STATEMENT made by Trustee as Debtor to and for the benefit of Lender as Secured Party	Undated/ 2449107
8.	UCC-1 FINANCING STATEMENT made by Beneficiary as Debtor to and for the benefit of Lender as Secured Party	Undated/ 2449108

9.	UCC-2 FINANCING STATEMENT made by Trustee as Debtor to and for the benefit of Lender as Secured Party	Undated/ 88U16159
10.	UCC-2 FINANCING STATEMENT made by Beneficiary as Debtor to and for the benefit of Lender as Secured Party	Undated/ 88U16160
11.	IRREVOCABLE RIGHT TO APPROVE TRUST DOCUMENTS, between and among Beneficiary, Trustee and Lender	June 28, 1988/ Unrecorded
12.	CLOSING CERTIFICATE AND INDEMNITY AGREEMENT, made by Beneficiary to and for the benefit of Lender (the "Certificate")	June 30, 1988/ Unrecorded
13.	LOAN AGREEMENT, between and among Trustee, Beneficiary and Lender	June 28, 1988/ Unrecorded
14.	REHABILITATION/PERMANENT LOAN ESCROW TRUST AGREEMENT NO. 1205527, between and among Trustee, Beneficiary, Lender and the Title Company (the "Escrow Agreement")	June 28, 1988/ Unrecorded
15.	Various other policies of insurance, certificates, loan applications and the like, not otherwise specifically listed herein	Various dates/ Unrecorded

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SCHEDULE OF LEASES OF THE PREMISES

RFK See the following 3 pages attached hereto and made a part hereof.

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SCHEDULE OF LEASES

Suite No.:	Name of Tenant:	Expiration Date:
100	Gingiss International, Inc.	March, 1993
1st & 2nd Fl.	185 North Wabash Food Ct.	June, 2007
400-401	Abramson & Fox	Month to Month
418	Abramson & Fox	February, 1989
500	Feldkamp Malloy, Inc.	January, 1991
600	Feldkamp Malloy, Inc.	January, 1991
824	Ed Bell Photographics, Inc.	June, 1989
826	Joseph Smerko	October, 1989
901-906	Chicago Board of Health	Month to Month
1000-1025	Feldkamp Malloy, Inc.	January, 1991
1102-1103	Gregory G. Pierson	February, 1990
1104	Enid Nader	April, 1990
1106	Busch Employment	June, 1992
1107-1109	Burnham Realty Capital, Ltd.	August, 1993
1114	Mildred Collins' Studio	April, 1989
1116	Sooper Studios	August, 1993
1118	Dr. Gene Weiss, M.D.	April, 1989
1123	David Baldwin	February, 1991
1124	Rita Blair Music Studio	April, 1990
1204	Church of Christ Downtown	February, 1989
1212	PRS, Inc.	March, 1989
1224	Professional Consultative	November, 1991

Suite No.:	Name of Tenant:	Expiration Date:
1221-1223	Hilltop Real Estate	March, 1989
1301	Slobodan Radovanovic	August, 1990
1303	Adelle Rozhko	April, 1989
1304	Steve Turkel	March, 1989
1320-1321	American Farmland Trust	May, 1989
1324-1325	Joseph Chaba	December, 1989
1403-1404	Cheryl Pickenpack	February, 1989
(1406) 1407	Cheryl Pickenpack	February, 1989
1414	Matt Sesek & Associates	January, 1989
1415-1416	Marcus Loving	March, 1990
1419	Kutten Up Hair Salon	April, 1990
1420	Larry Ritsert dba Econo Car	April, 1989
1500-1501	Sun & Surf Prop.	December, 1989
1503-1504	Mr. & Mrs. Harry Lakides	March, 1990
1508-1509	The Hedberg Corporation	January, 1992
1525	Staff Builders	August, 1989
1600	Joseph Cooksey	September, 1990
1611	Cleondris L. Clark	March, 1989
1612	Cleveland Webber	March, 1990
1614	Dr. Kenneth Misher	April, 1991
1616	R. Schaeffer	March, 1989
1617	Council on Rehab. Educ.	April, 1991
1624-1625	Janet LaSalle	April, 1991

Suite No.:	Name of Tenant:	Expiration Date:
1815-1816-1817 1818-1820-1824	Hilltop Real Estate Investment	March, 1989
2001-2003	Medical Academy of Business Tech.	May, 1989
2008-2009-2011 2014-2015-2016 2017-2020-2021 2023-2024-2025	ITT Employment Training	Month to Month
2200-2203-2204 2218-2219-2224	Mid America Developers, Inc.	November, 1990
2314	Ellis-Dubowlay	August, 1993