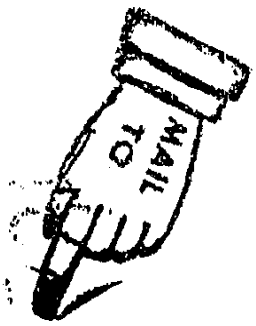
wp004/06834-045
11/27/89

89571823

JUNIOR COLLATERAL ASSIGNMENT OF RENTS AND LEASES

LA SALLE NATIONAL BANK
as Trustee Under a Trust Agreement Dated
September 15, 1985, and Known as Trust No. 109791

COLLATERAL ASSIGNMENT SECURING $700,000.00 NOTE
EFFECTIVE AS OF NOVEMBER 27, 1989



THIS DOCUMENT PREPARED BY AND UPON
RECORDING IS TO BE RETURNED TO:
THOMAS P. DUFFY
ARVEY, HODES, COSTELLO & BURMAN
180 NORTH LA SALLE STREET
SUITE 3800
CHICAGO, ILLINOIS 60601

DEPT-01 RECORDING $31.50
T#3333 TRAN 2662 11/30/89 12:53:00
#0991 # *-89-571823
COOK COUNTY RECORDER

89571823

30.00 MAIL

9 5 7 1 8 2 3

JUNIOR COLLATERAL ASSIGNMENT OF RENTS & LEASES

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(This table of contents is not part of the Assignment and is only for convenience and reference.)

Section

JUNIOR COLLATERAL ASSIGNMENT OF RENTS AND LEASES

THIS JUNIOR COLLATERAL ASSIGNMENT, made as of this 27th day of November, 1989 is by and between LA SALLE NATIONAL BANK, as Trustee under a Trust Agreement dated September 15, 1985, and known as Trust No. 109791, whose address is 135 South LaSalle Street, Chicago, Illinois 60690 (hereinafter referred to as "Assignor"), and BOULEVARD BANK NATIONAL ASSOCIATION, whose address is 410 North Michigan Avenue, Chicago, Illinois 60611 (hereinafter referred to as the "Assignee").

1.1 Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of Assignor in, to and under all (i) leases, subleases, tenancies, whether written or oral, whether now existing or hereafter entered into by any lessor affecting the property located in Chicago, Illinois, and legally described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Mortgaged Premises"), and all guaranties, amendments, modifications, extensions and renewals of said leases and any of them, all of which are hereinafter called the "Leases", (ii) any and all rents, security deposits or other deposits, income and profits which may now or hereafter be or become due or owing under the Leases, or on account of the use or occupancy of all or part of the Mortgaged Premises, (iii) all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability due to destruction or damage to all or part of the Mortgaged Premises, and (iv) all escrow accounts or security deposit accounts, together with any and all rights and claims of any kind that Assignor may have against any tenant under the Leases or any subtenants or occupants of the Mortgaged Premises.

2.1 This Assignment is made for the purpose of securing:

2.1(a) The payment of the indebtedness (including any amendments, modifications, extensions or renewals thereof) evidenced by a certain Note of Assignor payable to the order of Assignee of even date herewith in the principal sum of SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS ($700,000.00) (hereinafter referred to as the "Note") and secured by a certain Junior Mortgage (hereinafter referred to as the "Mortgage") of even date herewith encumbering the Mortgaged Premises, and all other liabilities, indebtedness or obligations of every kind and description of Assignor, Devon-McCormick Associates Limited Partnership-II, an Illinois limited partnership, or Harold Lebovic in favor of Assignee, its successors and assigns, whether direct or indirect, primary or secondary, absolute or contingent, joint or several, fixed or otherwise, due or to become due, acquired by discount, howsoever created, evidenced or arising and howsoever acquired by Assignee, as well as any and all renewals and extensions thereof, including obligations of payment and

performance under any agreements, documents, instruments or writings now or hereafter executed or delivered by Assignor, Devon-McCormick Associates Limited Partnership-II, an Illinois limited partnership, or Harold Lebovic.

2.1(b) The payment of all other sums with interest thereon at the applicable interest rate stated therein, becoming due and payable to Assignee under the provisions of the Mortgage and the Loan Documents (as defined in the Mortgage); and

2.1(c) The performance and discharge of each and every term covenant and condition of Assignor contained in the Note, Mortgage and the Loan Documents.

3.1 Assignor covenants and agrees with Assignee as follows:

3.1(a) The sole ownership of the entire lessor's interest in the Leases is vested in Assignor and that Assignor has not, and shall not perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.

3.1(b) The Leases listed on the Schedule of Leases (if one be attached hereto) are valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, cancelled, renewed or surrendered nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee.

3.1(c) There are no leases of the Mortgaged Premises except those listed on the Schedule of Leases (if one be attached hereto).

3.1(d) None of the Leases shall be altered, modified, amended, terminated, cancelled or surrendered nor any term or condition thereof be waived without the prior written approval of Assignee.

3.1(e) There are no defaults by either landlord or tenant now existing under any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default by either landlord or tenant under any of the Leases.

3.1(f) Assignor shall give prompt notice to Assignee of any notice given or received by Assignor claiming that a default has occurred under any of the Leases together with a complete copy of any such notice.

3.1(g) Each of the Leases shall remain in full force and effect irrespective of any merger of the interest of lessor and any lessee under any of the Leases.

3.1(h) Except the Lease listed on the Schedule of Leases attached hereto, Assignor will not permit any Lease to have or obtain priority over the Mortgage and, at Assignee's election, shall subordinate all Leases to the lien of the Mortgage in a manner acceptable to Assignee.

3.1(i) Assignor will use its reasonable efforts to enforce or secure the performance of each and every obligation, term, covenant, condition and warranty in the Leases to be performed or fulfilled by any tenant.

4.1 The parties further agree as follows:

4.1(a) This Assignment is absolute, continuing and is effective immediately. Notwithstanding the foregoing, until notice is sent to the Assignor in writing that an Event of Default (as defined in the Mortgage) has occurred (which notice is hereafter called a "Notice"), Assignor has a license to receive, collect and enjoy the rents, income and profits accruing from the Mortgaged Premises, which amounts, to the extent required for operating and maintaining the Mortgaged Premises, shall be held in trust by Assignor toward the cost of operating and maintaining the Mortgaged Premises.

4.1(b) In the event of the occurrence of an Event of Default, Assignee may, at its option after service of a Notice, receive and collect all such rents, income and profits as they become due, from the Mortgaged Premises and under any and all Leases of all or any part of the Mortgaged Premises. Assignee shall thereafter continue to receive and collect all such rents, income and profits, including during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period.

4.1(c) Assignor hereby irrevocably appoints Assignee its true and lawful attorney with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor, from and after the service of a Notice to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Mortgaged Premises, and at Assignee's discretion to (i) file any claim or take any other action or proceeding and make any settlement of any claims, necessary or desirable in order to collect and enforce the payment of the rents, income and profits due under the Leases or (ii) make, modify, enforce, cancel or accept surrender of any Leases now or hereafter in effect on the Mortgaged Premises or any part thereof; remove and evict any lessee; increase or decrease rents; clean, maintain, repair or

remodel the Mortgaged Premises; otherwise do any act or incur any costs or expenses that Assignee shall deem proper to protect the security hereof, as fully and to the same extent as Assignor could do if in possession. Lessees of the Mortgaged Premises are hereby expressly authorized and directed to pay any and all amounts due Assignor pursuant to the Leases directly to Assignee or such nominee as Assignee may designate in writing delivered to such lessees who are expressly relieved of any and all duty, liability or obligation to Assignor in respect of all payments so made.

4.1(d) From and after service of a Notice, without regard to the adequacy of the security or the solvency of Assignor, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignee or its designee to enter upon the Mortgaged Premises, or any part thereof, with or without process of law, and take possession through any person, by agent or by a receiver to be appointed by a court of all or any part of the Mortgaged Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor, its agents and employees, wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times after service of a Notice without further notice to Assignor, with full power to use and apply all of the rents, issues profits and other income herein assigned to the payment of the costs of managing and operating the Mortgaged Premises and of any indebtedness or liability of Assignor to Assignee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Mortgaged Premises, attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Assignor to Assignee on the Note and the Mortgage, all in such order as Assignee may determine according to provisions of the Loan Documents. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and Assignee does not assume any of such liabilities. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Mortgaged Premises or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Mortgaged Premises by any lessee under any of the Leases or any other person, or for any dangerous or defective condition of the Mortgaged Premises or for any negligence in the management, upkeep, repair or control of the Mortgaged Premises resulting in

loss or injury or death to any lessee, licensee, employee or stranger. Provided, however, that the acceptance by Assignee of this Assignment, with all of the rights, powers, privileges, and authority so created, shall not prior to entry upon and taking possession of the Mortgaged Premises by Assignee, be deemed or construed to constitute Assignee a "Mortgagee in Possession," nor thereafter or at any time or in any event obligate Assignee to appear in or defend any action or proceeding relating to the Leases or to the Mortgaged Premises, to take any action hereunder, to expend any money, incur any expenses or perform or discharge any obligation, duty or liability under the Leases, or to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by any lessee thereunder and not assigned and delivered to Assignee.

4.1(e) Waiver of or acquiescence by Assignee in any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

5.1 Assignor further covenants and agrees that it shall not, without the prior written consent of Assignee:

5.1(a) Receive or collect any rents, in cash or by promissory note, from any present or future tenant of the Mortgaged Premises or any part thereof for a period of more than one (1) month in advance of the date on which such payment is due, or further pledge, transfer, mortgage, or otherwise encumber or assign the Leases or future payments of rents or incur any indebtedness, liability or other obligation to any tenant.

5.1(b) Waive, excuse, condone, abate, concede, discount, set off, compromise, or in any manner release or discharge any tenant under any Lease of the Mortgaged Premises of and from any obligation, covenant, condition or warranty to be observed, performed or fulfilled by the tenant, including the obligation to pay the rents thereunder in the manner and at the place and time specified therein.

5.1(c) Cancel, terminate or consent to any surrender of any of the Leases, permit any cancellation or termination, commence an action of ejectment or any summary proceedings for dispossession of the tenant under any of the Leases, or exercise any right of recapture provided in any Lease, or consent to any assignment of or subletting under any of the Leases except as provided under the Leases.

5.1(d) Lease any part of the Mortgaged Premises or renew or extend the term of any Lease of the Mortgaged Premises (unless an option therefor was originally reserved by the tenant

in the Lease for a fixed and definite rental) or modify or alter any material term of any Lease.

6.1 In the event any lessee under the Leases should be the subject of any proceeding under the Federal Bankruptcy Act or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that if any of the Leases is so rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for rejection of any such Lease will be made payable both to the Assignor and Assignee. Subject to the terms and provisions of the Senior Assignment of Rents (hereinafter defined), Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which will be applied to whatever portion of the indebtedness secured by this Assignment as Assignee may elect.

7.1 Assignee shall have the right and option at any time or from time to time, in its sole discretion (but under no circumstances shall it be required or obligated), to take in its name or in the name of Assignor such action as Assignee may determine to be necessary to cure any default of Assignor under any of the Leases, whether or not any applicable cure or grace period has expired. Assignor agrees to protect, defend, indemnify and hold Assignee harmless from and against any and all loss, cost, liability or expense (including, but not limited to, attorneys' fees and expenses) in connection with Assignee's exercise of its rights hereunder.

8.1 Assignor hereby agrees to indemnify and hold Assignee harmless from any and all liability loss, damage or expense that Assignee may incur under, or by reason or in defense of, any and all claims and demands whatsoever which may be asserted against Assignee arising out of the Leases except any such claim or demand resulting from an intentional or negligent act of Assignee, including, but not limited to, any claims by any tenants or credit for rental for any period under any Leases more than one (1) month in advance of the due date thereof paid to and received by Assignor but not delivered to Assignee. Should Assignee incur any such liability, loss, damage or expense, the amount thereof, including attorneys' fees, with interest thereon at the Default Rate set forth in the Note, shall be payable by Assignor immediately without demand, and shall be secured as a lien hereby and by the Mortgage.

9.1 Until the indebtedness secured hereby shall have been paid in full, Assignor shall deliver to Assignee executed copies of any and all Leases and all future Leases upon all or any part of the Mortgaged Premises, and will, if Assignee

requests, specifically transfer and assign such Leases upon the same terms and conditions as herein contained, but Assignor acknowledges and agrees that such specific assignment and transfer shall not be required to make this Assignment operative with respect to such future Leases. Assignor hereby covenants and agrees to make, execute and deliver to Assignee upon demand and at any time any and all further or additional assignments, documents and other records and instrument, including but not limited to, rent rolls and books of account sufficient for the purpose, that Assignee may deem to be necessary or advisable for carrying out the purposes and intent of, or otherwise to effectuate, this Assignment.

10.1 This Collateral Assignment of Rents and Leases is primary in nature to the obligation evidenced and secured by the Note, Mortgage and other Loan Documents, and any other document given to secure and collateralize the indebtedness. Assignor further agrees that Assignee may enforce this Assignment without first resorting to or exhausting any other security or collateral; however, nothing herein contained shall prevent Assignee from successively or concurrently suing on the Note, foreclosing the Mortgage or exercising any other right under any other Loan Document.

11.1 In addition to, but not in lieu of, any other rights hereunder, Assignee shall have the right to institute suit and obtain a protective or mandatory injunction against Assignor to prevent a breach or default, or to enforce the observance, of the agreements, covenants, terms and conditions contained herein.

12.1 It is expressly agreed by Assignor that this Assignment shall not be construed or deemed made for the benefit of any third party or parties.

13.1 The parties agree that the law of the State of Illinois shall govern the performance and enforcement of this Assignment.

14.1 The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note or any other Loan Documents, or at law or in equity.

15.1 If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

16.1 All notices to be given pursuant to this Assignment shall be given in accordance with provisions of Section 31.1 of the Mortgage.

17.1 The term "Assignor" and "Assignee" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, partnership, corporate or other forms, and the singular shall likewise include the plural.

18.1 This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Assignee, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

19.1 "Event of Default" means any one or more of the events, conditions or acts defined as an "Event of Default" in the Mortgage executed by Assignor in favor of Assignee of even date herewith or any modifications or renewals thereof.

20.1 This Assignment is junior, subject and subordinate to an Assignment of Rents, Leases, Income and Profits ("Senior Assignment of Rents") dated November 17, 1989, made by Assignor and Devon-McCormick Associates Limited Partnership II, an Illinois Limited Partnership, in favor of Maccabees Life Insurance Company, a Michigan Corporation, which Senior Assignment of Rents was recorded with the Recorder of Deeds for Cook County, Illinois on NOV. 30, 1989, as Document No. 89511182 and to the indebtedness secured by the Senior Assignment of Rents.

This Assignment is executed by the undersigned, 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 out of the property specifically described in the Mortgage securing the payment of the Note, by the enforcement of the provisions contained herein, in the Mortgage or in the other Loan Documents. No personal liability shall be asserted or be enforceable against Trustee, because or in respect of the Note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by Secured Party hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the beneficiary of Trustee and each original and successive holder of the 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 the Mortgage, or the proceeds arising from the sale or other disposition thereof.

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed and sealed as of the date first above written.

LA SALLE NATIONAL BANK, not personally but as Trustee under Trust Agreement dated September 15, 1985, and known as Trust No. 109791 and not personally

By: _____
Its ASSISTANT VICE PRESIDENT

By: Lisa E. Haas
Its ASSISTANT SECRETARY

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Corinne Bek ASSISTANT VICE PRESIDENT personally known to me to be the ASSISTANT VICE PRESIDENT, of LA SALLE NATIONAL BANK, not personally but as Trustee under Trust Agreement dated September 15, 1985, and known as Trust Number 109791 and LISA E. HAAS personally known to me to be the ASSISTANT SECRETARY of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such ASSISTANT VICE PRESIDENT and ASSISTANT SECRETARY they signed and delivered the said instrument as ASSISTANT VICE PRESIDENT and ASSISTANT SECRETARY of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28th day of November, 1989

Harriet D. Gruszewicz
Notary Public

My Commission Expires:

"OFFICIAL SEAL"
Harriet Dzuszewicz
Notary Public, State of Illinois
My Commission Expires Oct. 30, 1991

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ASSIGNMENT BY BENEFICIARY

For good and valuable consideration, receipt of which is hereby acknowledged, Devon-McCormick Associates Limited Partnership-II, an Illinois limited partnership, as beneficiary of the Assignor, joins in this Assignment for the purpose of assigning its entire right, title and interest in and to the aforesaid rents, issues and profits of the Mortgaged Premises.

Dated as of November 27, 1989.

DEVON-MC CORMICK ASSOCIATES LIMITED PARTNERSHIP-II, an Illinois limited partnership

By _____
Harold Lebovic, General Partner

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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that HAROLD LEBOVIC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the sole general partner of Devon-McCormick Associates Limited Partnership-II, an Illinois limited partnership, appeared before me this day in person and signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29th day of November, 1989.

Notary Public

My Commission Expires:

12/17/93

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EXHIBIT A
Legal Description

THAT PART OF LOT 1 IN ANTHONY'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING ON THE EASTERLY LINE, 173.11 FEET NORTH OF THE SOUTHEAST CORNER; THENCE 93°13'24" FROM SAID CORNER WESTERLY 63.28 FEET; THENCE 224°48'33" NORTHWESTERLY FROM THE LAST DESCRIBED COURSE 79.91 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF MC CORMICK ROAD, BEING THE WESTERLY LINE OF SAID LOT 1, CONTAINING 0.647 ACRES, MORE OR LESS, ALL IN COOK COUNTY, ILLINOIS.

89571823

EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 2

NON EXCLUSIVE EASEMENT AND LICENSE FOR THE BENEFIT OF AND APPURTENANT TO PARCEL 1 FOR RIGHTS OF INGRESS AND EGRESS AND LICENSE AGREEMENT DATED MAY 20, 1987 AND RECORDED MARCH 8, 1988 AS DOCUMENT 88099082 THROUGH, OVER AND UPON THE SHOPPING CENTER PARCEL, RESTAURANT PARCEL AND THE MSD PARCELS AS DESCRIBED THEREIN.

EXHIBIT "A"

LEGAL DESCRIPTION

CONTINUED

together with (i) any and all buildings and structures and improvements, and any and all additions, alterations, betterments or appurtenances thereto, now or at any time hereafter situated, placed or constructed upon the property ("Property") legally described above or any part thereof, and all rights, titles and interest appurtenant thereto, together with all right, title and interest of Mortgagor in and to all Personalty (as defined in this Mortgage) and all goodwill, trademarks, tradenames, option rights, purchase contracts and agreements, books and records and general intangibles of Mortgagor relating to the Property and Mortgaged Premises and all accounts, accounts receivable, contract rights, chooses in action, instruments, chattel paper and other rights of the Mortgagor for payment of money relating to the Property and Mortgaged Premises and any other intangible property of Mortgagor related to the Property and Mortgaged Premises including without limitation any and all rights of Mortgagor in, to or with respect to any and all accounts maintained with Mortgagee or any other party in which are held funds relating to the Impositions (as defined in this Mortgage), insurance premiums, or tenants' security deposits with respect to the Property and Mortgaged Premises and all of Mortgagor's right, title and interest in and to all of the rents, issues, revenues, royalties, income, avails, proceeds, profits and other benefits paid or payable by parties under any and all leases, subleases, licenses, concessions or other agreements (written or oral, now or hereafter in effect) which grant occupancy, a possessory interest in and to, or the right to use the Property and Mortgaged Premises or any part thereof or interest therein, and all rights, privileges, authority and benefits of Mortgagor or the landlord under such leases (but under no circumstances any liabilities, obligations or responsibilities thereunder) or otherwise generated by or derived

EXHIBIT ~~B~~ C
Permitted Exceptions

1. GENERAL REAL ESTATE TAXES FOR THE YEAR 1989. TAX NUMBER 13-02-220-030, VOLUME 318.

2. EASEMENT RECORDED AS DOCUMENT NUMBER 23331957 FOR ELECTRICAL FACILITIES AND THE MAINTENANCE THEREOF.

3. ~~NON-EXCLUSIVE LICENSE AGREEMENT FOR PARKING AND INGRESS AND EGRESS RECORDED JANUARY 7, 1986, AS DOCUMENT NUMBERS 86-007157 AND 86-007158.~~

4. EASEMENT AND LICENSE AGREEMENT DATED MAY 20, 1987 AND RECORDED MARCH 8, 1988 AS DOCUMENT NUMBER 88-099082 FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS.

5. LEASEHOLD INTEREST OF PLITT THEATRES, INC. UNDER UNRECORDED LEASE DATED JULY 10, 1986, AMENDED ON APRIL 4, 1988.

6. EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR ELECTRIC UTILITIES, TOGETHER WITH THE RIGHT OF ACCESS THERETO, AS CREATED BY GRANT RECORDED OCTOBER 26, 1988 AS DOCUMENT 88494363.

* * *

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SCHEDULE OF LEASES

LEASE DATED JULY 10, 1986 BETWEEN LA SALLE NATIONAL BANK AS TRUSTEE UNDER A TRUST AGREEMENT DATED SEPTEMBER 15, 1985 AND KNOWN AS TRUST NO. 109791 ("LANDLORD") AND PLITT THEATRES, INC. ("TENANT") AS AMENDED BY AN AGREEMENT BETWEEN LANDLORD AND TENANT DATED APRIL 14, 1989, AND AS FURTHER AMENDED BY A SECOND AMENDMENT DATED NOVEMBER ___, 1989 BETWEEN LANDLORD AND TENANT.