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ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT is made as of this 1st day of December, 1989 by River Oaks Partners, an Illinois general partnership (hereinafter called "Borrower" or "Assignor") to Kemper Investors Life Insurance Company, an Illinois insurance corporation ("Kilico"), and Swiss Bank Corporation, a banking corporation existing under the laws of Switzerland, acting through its Chicago Branch, which branch is licensed by the State of Illinois ("Swiss Bank"; Swiss Bank and Kilico are sometimes referred to herein collectively as "Assignee").

W I T N E S S E T H:

WHEREAS, the Illinois Development Finance Authority, a municipal corporation, political subdivision and body politic of the State of Illinois (the "Issuer"), and American National Bank and Trust Company of Chicago, as Trustee (the "Trustee"), entered into a certain Trust Indenture (the "Indenture"), dated as of December 1, 1989, under which the Issuer issued its Qualified Residential Rental Bonds (River Oaks Project) (the "Bonds") for the purpose of loaning the proceeds thereof to Assignor to finance the acquisition, construction and equipping of a residential multifamily rental housing development located within the County of Cook; and

WHEREAS, Assignor and Swiss Bank have entered into that certain Letter of Credit Agreement (the "L/C Agreement") dated as of December 1, 1989, pursuant to which Swiss Bank has agreed to issue a letter of credit (the "Letter of Credit") to the Trustee for such purposes as are set forth in the L/C Agreement; and

WHEREAS, Assignor is required to reimburse Swiss Bank for any amounts drawn under the Letter of Credit, as set forth in the L/C Agreement; and

WHEREAS, Assignor's obligation to reimburse Swiss Bank for any amounts drawn under the Letter of Credit is evidenced by that certain Promissory Note of even date herewith in the principal sum of $36,961,644.00 (the "L/C Note") made by Assignor and delivered to Swiss Bank; and

WHEREAS, as a condition to entering into the L/C Agreement and issuing the Letter of Credit, Swiss Bank required that an acceptable and creditworthy party enter into a Standby Purchase Agreement in form acceptable to Swiss Bank; and

WHEREAS, Kilico and Swiss Bank have entered into that certain Standby Purchase Agreement dated as of December 1, 1989 (the "Standby Agreement"), pursuant to which Kilico has agreed to purchase from Swiss Bank portions of the L/C Note as set forth in the Standby Agreement; and

WHEREAS, to secure Assignor's obligation to repay the indebtedness evidenced by the L/C Note and all other amounts owing pursuant to the L/C Agreement and the Standby Agreement, Assignor has executed and delivered a Mortgage with Security Agreement, Financing Statement and Assignment of Leases and Cash Collateral (the "Mortgage") of even date herewith encumbering the Premises; and

WHEREAS, to further secure the Assignor's obligation to repay the indebtedness evidenced by the L/C Note and all other amounts owing pursuant to the L/C Agreement and the Standby Agreement, Assignor has agreed to make this Assignment.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration Assignor hereby agrees as follows:

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 the Assignor in, to and under all present leases of the Premises described in EXHIBIT "A" attached hereto and made a part hereof ("Premises") (including those leases described on the SCHEDULE OF LEASES (if any) attached hereto and made a part hereof) together with all future leases hereinafter entered into by any lessor affecting the Premises, and all guarantys, amendments, extensions and renewals of said leases and each of them (all of which are hereinafter collectively called the "Leases") and all rents, income and profits which may now or hereafter be or become due or owing under the Leases and each of them, or on account of the use of the Premises.

Assignor covenants and agrees with Assignee as follows:

1. That there is no present lease of the Premises not listed on the SCHEDULE OF LEASES (if one is attached hereto).

2. That the sole ownership of the entire landlord's interest in the Leases is vested in Borrower. Borrower has not, and shall not: (a) perform any act or execute any other instrument which might prevent Assignee from fully exercising its rights under any term, covenant or condition of this Assignment; (b) execute any assignment or pledge of rents, income, profits or any of the Leases; (c) except in accordance with its normal business practice or unless Assignor deems it in its best interest to do so, and at all times during the continuance of any event of default hereunder or under the L/C Note, Mortgage or L/C Agreement, accept any payment of any installment of rent more than thirty (30) days before the due date thereof; or (d) make any lease of the Premises except for actual occupancy by the tenant or tenants thereunder.

3. That each of those Leases listed on the SCHEDULE OF LEASES (if one is attached hereto) are valid and enforceable in

accordance with its terms and none has been altered, modified, amended, terminated, cancelled, renewed or surrendered nor has any term or condition thereof been waived in any manner whatsoever, except as heretofore disclosed by Assignor or approved in writing by Assignee.

4. That none of the Leases shall be materially altered, modified, amended, terminated, cancelled or surrendered nor shall any material term or condition thereof be waived without the prior written approval of the Assignee.

5. That there is no default now existing under any of the Leases by the Assignor, as landlord, or, to the best knowledge of Assignor, by any tenant thereunder, and, to the best knowledge of Assignor, there exists no state of fact, which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases; and that Assignor will fulfill and perform each and every covenant and condition of each of the Leases by the landlord thereunder to be fulfilled or performed and, at the sole cost and expense of Assignor, enforce (short of termination of any of the Leases) the performance and observance of each and every covenant and condition of all such Leases by the tenants thereunder to be performed and observed.

6. That Assignor shall give prompt notice to Assignee of each notice received by Assignor claiming that a default has occurred under any of the Leases on the part of the landlord, together with a complete copy of each such notice.

7. That each of the Leases shall remain in full force and effect irrespective of any merger of the interest of any landlord and any tenant under any of the Leases.

8. That, without Assignee's prior written consent in each case, Assignor will not suffer or permit any of the Leases to become subordinate to any lien other than the lien of the Mortgage, this Assignment, general real estate taxes not delinquent, and the "Permitted Exceptions" as defined in the Mortgage.

9. That this Assignment is absolute and is effective immediately; however, until notice is sent by Assignee to the Assignor in writing that an Event of Default has occurred under the L/C Note, Mortgage or L/C Agreement or under any other instrument at any time constituting security for the L/C Note (each such notice is hereafter called a "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the Premises, including the rents, income and profits accruing under any and all of the Leases and shall retain all other rights, title, interest and powers in, to and under the Leases.

10. That if any Event of Default occurs at any time under the L/C Note, Mortgage or L/C Agreement or any other instrument constituting additional security for the L/C Note,

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Assignee may (at its option after service of a Notice) receive and collect when due all such rents, income and profits from the Premises and under any and all Leases of all or any part of the Premises. Assignee shall thereafter continue to receive and collect all such rents, income and profits until such Event of Default is cured and during the pendency of any foreclosure proceedings, and (if there is a deficiency) during the redemption period (if any). Assignee's receipt and application of any rents, income and profits, after the execution and delivery of a declaration of default and demand for sale, or during the pendency of a trustee's sale or foreclosure proceedings under the Mortgage, shall not cure such event of default or affect in any way such sale proceedings.

11. That Assignor hereby irrevocably appoints Assignee its true and lawful attorney-in-fact, 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 Premises, and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. All present and future tenants of the Premises are hereby expressly authorized and directed to pay to Assignee, or to such nominee as Assignee may designate in a writing delivered to and received by such tenants, all amounts due Assignor or any of them pursuant to the Leases. All present and future tenants are expressly relieved of all duty, liability or obligation to Assignor and each of them in respect of all payments so made to Assignee or such nominee.

12. That after service of a Notice, 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 Premises, or any part thereof, with or without force and with or without process of law, and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor and its agents and servants 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 Notice) without further notice to Assignor, with full power to sue and apply all of the rents and other income herein assigned to payment of the costs of managing and operating the Premises and to payment of all indebtedness and liability of Borrower to Assignee, including but not limited to: (a) the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining,

repairing, rebuilding and restoring the improvements on the Premises or of making the same rentable, attorneys' fees incurred in connection with the enforcement of this Assignment; and (b) principal and interest payments due from Borrower to Assignee on the L/C Note and the Mortgage, all in such order and for such time as Assignee may determine.

13. That 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 any landlord under any of the Leases. Assignee does not hereby, nor by exercising or prosecuting any of the rights or claims assigned to it hereunder, assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor or any of them under any of the Leases.

14. That Assignor hereby agrees to indemnify Assignee and to hold Assignee harmless from any liability, loss or damage including, without limitation, reasonable attorneys' fees which may or might be incurred by Assignee under the Leases or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to perform or discharge any term, covenant or agreement contained in any of the Leases, unless due to the intentional or grossly negligent conduct of Assignee.

15. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or any part thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance or observance of any term, condition, covenant or agreement contained in any of the Leases, or for any waste of the Premises by any tenant under any of the Leases or any other person, or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger.

16. That Assignee may: (a) take or release other security; (b) release any party primarily or secondarily liable for any of the indebtedness secured hereby; (c) grant extensions, renewals or indulgences with respect to such indebtedness; and (d) apply any other security therefor held by Assignee to the satisfaction of such indebtedness; in each case without prejudice to any of Assignee's other rights hereunder or under any other security given to secure the indebtedness secured hereby.

17. That Assignee may, upon the occurrence of an Event of Default, at its option although it shall not be obligated to do so, perform any Lease covenant for and on behalf of the Assignor, and all monies expended in so doing shall be chargeable to the Borrower, with interest thereon at the rate set forth in the L/C

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Note applicable to a period when a default exists under the L/C Note, and shall be added to the indebtedness secured hereby, and shall be immediately due and payable.

18. That 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 covenant, condition or agreement in this Assignment or otherwise, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

19. That the rights, remedies and powers of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to, all other rights, remedies and powers which Assignee has under the L/C Note, Mortgage, L/C Agreement, Standby Agreement and all instruments constituting security for the L/C Note, and at law and in equity.

20. If any provision contained in this Assignment or its application to any person or circumstances is to any extent invalid or unenforceable, the remainder of this Assignment and the application of such provisions to persons or circumstances (other than those as to which it is invalid or unenforceable) shall not be affected, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

21. All notices or other communications required or permitted hereunder shall be (a) in writing and shall be deemed to be given when either (i) delivered in person, (ii) received after deposit in a regularly maintained receptacle of the United States mail as registered or certified mail, postage prepaid, (iii) when received if sent by private courier service, or (iv) on the day on which the party to whom such notice is addressed refuses delivery by mail or by private courier service and (b) addressed as follows:

To Kilico: c/o Kemper Financial Services, Inc.
120 South LaSalle Street
Chicago, Illinois 60603
Attn: Real Estate Investment Group

With copy to: Laurance P. Nathan
Keck, Mahin & Cate
8300 Sears Tower
233 South Wacker Drive
Chicago, Illinois 60606

To Swiss Bank: Swiss Bank Corporation
Chicago Branch
Three First National Plaza
Chicago, Illinois 60602
Attn: K. Daniel Streiff

To Assignor: River Oaks Partners
c/o The Prime Group, Inc.
35 West Wacker Drive
Suite 3600
Chicago, Illinois 60601
Attn: Michael W. Reschke

With copy to: The Prime Group, Inc.
35 West Wacker Drive
Suite 3600
Chicago, Illinois 60601
Attn: Robert J. Rudnik

or to each such party at such other addresses as such party may designate in a written notice to the other parties.

22. The term "Assignor," "Assignee," and "Borrower" 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, corporate or other form, and the singular shall likewise include the plural.

23. This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, 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.

24. Notwithstanding anything to the contrary contained herein, neither the Assignor nor any of its partners shall have any personal liability for the obligation to pay any principal, interest or other sums payable under this Assignment or the L/C Note, the Mortgage, the L/C Agreement or other documents securing the Assignor's obligations under the L/C Note, or for the obligation to observe, perform or discharge any of the terms, covenants or conditions contained in the L/C Note, the L/C Agreement, the Standby Agreement, the Mortgage, this Assignment or other documents securing Assignor's obligations under the L/C Note, and (a) no attachment, execution, writ or other process shall be sought and no judicial proceeding shall be initiated by or on behalf of the Assignee against Assignor as a result of a breach or default under this Assignment, the L/C Note, the L/C Agreement, the Standby Agreement, the Mortgage or such other documents unless such attachment, execution, writ or judicial proceeding shall be necessary to enforce any of the rights, remedies or recourses of the Assignee against or with reference to the Premises; and (b) in the event that any suit brought under this Assignment, the L/C Note, the L/C Agreement, the Standby Agreement, the Mortgage or other such documents, whether before or after the maturity by acceleration, by passage of time or otherwise, any judgment obtained in or as a result of such suit shall be enforceable and/or

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enforced solely against the Premises; provided, however, that the Assignee shall have full recourse against the Assignor and Assignor will promptly account to Assignee for all rents, issues, profits and income derived from the Premises and received by the Assignor and not properly expended by Assignor in connection with the operation of the Premises, that accrue from and after the occurrence of an event of default under this Assignment. Nothing herein contained shall be construed to: (1) be a release or impairment of the indebtedness evidenced by the L/C Note or of the lien of the Mortgage; (2) prevent Assignee from exercising and enforcing, consistent with the provisions of this Section 24, any other remedy allowed at law or in equity or by any statute or by the terms of this Assignment, the L/C Note, the L/C Agreement, the Standby Agreement, the Mortgage or other documents securing Assignor's obligations under the L/C Note; (3) prevent the Assignee from enforcing the guarantees required hereunder or other available remedy against the Assignor for any separate certificate, indemnity, bond guaranty, assignment or affidavit executed in connection with the Assignor's obligations under the L/C Note; (4) prevent the Assignee from recovering any funds, damages or costs (including, without limitation, legal expenses) incurred by the Assignee as a result of any deliberate, intentional or willful action taken in bad faith or as a result of fraud or intentional misrepresentation by or on behalf of the Assignor; or (5) prevent the Assignee from recovering any condemnation or insurance proceeds, or other similar funds or payments attributable to the Premises, which under the terms of the Mortgage or any of the other documents securing the Assignor's obligations under the L/C Note should have been, but were not, paid to the Assignee.

25. This Assignment is subject to, and Assignor agrees that it shall be bound by, the provisions of that certain Intercreditor Agreement of even date herewith between Kilico and Swiss Bank.

26. Upon payment in full of all amounts owing under the L/C Note or otherwise owing under or secured by the Mortgage or the L/C Agreement, this Assignment shall terminate and be of no further force and effect and Assignee will execute and deliver, at the cost and expense of Assignor, a release hereof.

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

RIVER OAKS PARTNERS, an Illinois general partnership

By: The Prime Group, Inc., an Illinois corporation, its managing general partner

By: Michael W. Reschke
Title: President
Printed Name: Michael W. Reschke

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On December 28, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael W. Rock, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President of The Prime Group, Inc., an Illinois corporation, General Partner of River Oaks Partners, an Illinois general partnership, which partnership executed the within instrument, and acknowledged to me that such person executed the same as such officer and that such corporation executed the same as such partner, and that such partnership executed the same.

WITNESS my signature and official seal at 55 W Wacker in the County of Cook and State of Illinois, the day and year last aforesaid.

(NOTARY SEAL)

Donna J. Wadzita
Notary Public

My Commission Expires: 3/1/93

(LPH\NEW\E)

" OFFICIAL SEAL "
DONNA J. WADZITA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/1/93

PREPARED BY + MAIL TO:
LAURANCE P. NATHAN
KECK, MAHIN + CATE
8300 SEARS TOWER
233 SOUTH WACKER DRIVE
CHICAGO, IL 60606

89621896

Box 333

Exhibit A

Parcel 1

THE NORTHERLY 150.0 FEET OF LOT 106 IN THE TOWN OF RAND, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16 AND PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17 AND THE NORTHWEST 1/4 OF SECTION 20 AND THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF SECTION 21. TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 2

LOTS 107, 108, 109, 110 AND 111 (EXCEPT THAT PART OF SAID LOTS TAKEN FOR THE OPENING OF PRAIRIE AVENUE AND ALSO EXCEPT THAT PART OF SAID LOT 111 LYING SOUTH OF PRAIRIE AVENUE AS OPENED), AND ALSO EXCEPT THAT PART THERLOF DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 109; THENCE SOUTH 08 DEGREES 39 MINUTES 51 SECONDS EAST ALONG THE EAST LINE OF SAID LOTS 109, 110 AND 111, 230.00 FEET; THENCE NORTH 55 DEGREES 34 MINUTES 59 SECONDS WEST (MEASURE NORTH 55 DEGREES 32 MINUTES 28 SECONDS WEST) ALONG A LINE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 109, 23.28 FEET (MEASURED 23.29 FEET) TO AN INTERSECTION WITH A LINE 17.00 FEET, AS MEASURED AT RIGHT ANGLES, WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID LOTS 109 AND 110; THENCE NORTH 08 DEGREES 39 MINUTES 51 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 230.00 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID LOT 109; THENCE SOUTH 55 DEGREES 34 MINUTES 59 SECOND EAST (MEASURE SOUTH 55 DEGREES 32 MINUTES 28 SECONDS EAST) ALONG THE NORTHEASTERLY LINE OF SAID LOT 109, 23.28 FEET (MEASURE 23.29 FEET) TO THE PLACE OF BEGINNING, ALL IN ORIGINAL TOWN OF RAND (NOW DES PLAINES), BEING A SUBDIVISION OF SECTIONS 16, 17, 20 AND 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Numbers: 09-17-421-019-0000
09-17-421-020-0000
09-17-421-021-0000
09-17-421-022-0000
09-17-421-030-0000
09-17-421-037-0000

Address of Property: 1615 Ellinwood Avenue, Des Plaines, Illinois

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