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FOURTH
ASSIGNMENT OF LESSOR'S INTEREST
IN LEASE(S)

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THIS ASSIGNMENT, made this 20th day of April, 1989 by LaSalle National Bank, a national bank organized and existing under the laws of the United States of America, not individually, but as Trustee under that certain Trust Agreement dated March 1, 1984, and known as Trust No. 107701, having its office and place of business at 135 South LaSalle Street, Chicago, Illinois (hereinafter called "Borrower"), and JMB/Urban 900 Development Partners, Ltd., an Illinois limited partnership in which 900 Co., Inc. (a Delaware corporation authorized to do business in the State of Illinois is the sole general partner) having its office and address at 900 North Michigan Avenue, Chicago, Illinois (hereinafter called "Beneficiary" and collectively with Borrower, the "Assignor") in favor of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a corporation organized and existing under and by virtue of the laws of the State of New York, having its principal office at 730 Third Avenue, New York, New York 10017 (hereinafter called "Assignee"),

W I T N E S S E T H :

FOR VALUE RECEIVED, Assignor does hereby SELL, ASSIGN, TRANSFER, SET OVER and DELIVER unto the Assignee, the lease(s) more particularly identified in the Schedule of Leases attached hereto as Exhibit "A" which said lease(s) cover(s) portions of the premises together with buildings and improvements thereon (hereinafter called "said premises"), situate in the City of Chicago, County of Cook, State of Illinois, and more particularly described on Exhibit "B" attached hereto and made a part hereof,

TOGETHER with any and all extensions and renewals thereof and any and all further leases (including subleases thereof and tenancies following attornment) upon all or any part of the said premises (all such leases, subleases and tenancies heretofore mentioned are hereinafter collectively included in the designation "said lease(s)").

TOGETHER with any and all guarantees of lessee's performance under any of said lease(s), and

TOGETHER with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Assignor may now or shall hereafter (including the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the said lease(s) or from or out of the said premises or any part thereof, including but not by way of limitation: minimum rents, additional rents, percentage rents, parking maintenance, tax and insurance contributions, proceeds of sale of electricity, gas, chilled and heated water and other utilities and services, deficiency rents and liquidated damages following default, the premium payable by any lessee upon the exercise of a cancellation privilege originally provided in any said lease, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the said premises together with any and all rights and claims of any kind which Assignor may have against any lessee under such lease(s) or any sub-tenants or occupants of the said premises (all such moneys, rights and claims in this paragraph described being hereinafter called "rents"), EXCEPTING THEREFROM, any sums which by the express provisions of any said lease are payable directly to any governmental authority or to any other person, firm or corporation other than the lessor under the said lease;

SUBJECT, however, to a license hereby granted by Assignee to Assignor, but limited as hereinafter provided, to collect and receive all of the said rents.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns forever, or for such shorter period as hereinafter may be indicated.

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FOR THE PURPOSE OF SECURING the payment of the indebtedness evidenced by that certain Note captioned Mortgage Note No. IV dated of even date herewith in the principal sum of NINE MILLION FOUR HUNDRED NINETY-ONE THOUSAND AND NO/100THS (\$9,491,000.00) DOLLARS made by Borrower payable to the order of Assignee and presently held by Assignee, including any extensions and renewals thereof and any supplemental note or notes increasing or further evidencing such indebtedness as well as the payment, observance, performance and discharge of all other obligations, covenants, conditions and warranties contained in that certain Fourth Mortgage and Security Agreement recorded immediately prior in time to the recording hereof in the Office of the Recorder of Deeds of Cook County, Illinois, and in any extensions, supplements and consolidations thereof, covering the said premises and securing the said Note and supplemental notes, if any (hereinafter collectively called "the said Note and Mortgage")

TO PROTECT THE SECURITY OF THIS ASSIGNMENT, IT IS COVENANTED AND AGREED AS FOLLOWS:

1. That Borrower represents and Beneficiary represents and warrants: That Borrower is the owner of a valid and subsisting leasehold estate in and to Parcel One and in fee simple in the Parcel Two of the said premises and has good title to the identified lease(s) and rents hereby assigned and good right to assign the same, and that no other person, firm or corporation has any right, title or interest therein other than Assignee and the lessees thereunder; that Assignor has duly and punctually performed all and singular the terms, covenants, conditions and warranties of the identified lease(s) on Assignor's part to be kept, observed and performed; that the identified lease(s) is (are) valid and unmodified except as indicated herein and in full force and effect; that Assignor has not previously sold, assigned, transferred, mortgaged or pledged the said rents, from said premises, whether now due or hereafter to become due other than to Assignee; that any of said rents due and issuing from said premises or from any part thereof for any period ending one month subsequent to the date hereof have not been collected and that payment of any of same has not otherwise been anticipated, waived, released, discounted, set-off, or otherwise discharged or compromised; that Assignor has not received any funds or deposits from any lessee other than security deposits for which credit has not already been made on account of accrued rents; that Assignor has not received, prior to the date of recording of the said Mortgage any bona fide and acceptable offer to purchase the said premises or any part thereof which would in any way affect any right or option of first refusal to purchase same now contained in the identified lease(s); and that to the best of Assignor's knowledge, the lessee(s) under the identified lease(s) is (are) not in default of any of the terms thereof.

2. That Borrower and Beneficiary, as the case may be, covenant and agree as follows: To observe, perform and discharge, duly and punctually, all and singular the obligations, terms, covenants, and conditions of the said Note and Mortgage, of the identified lease(s) and of all future leases affecting the said premises, on the part of the Assignor to be kept, observed and performed, and to give prompt notice to Assignee of any failure on part of Assignor to observe, perform and discharge same; to notify and direct in writing each and every present or future lessee or occupant of the said premises or of any part thereof that any security deposit or other deposits heretofore delivered to Assignor have been retained by Assignor or assigned and delivered to Assignee as the case may be; to enforce or secure in the name of the Assignee the performance of each and every obligation, term, covenant, condition and agreement in said lease(s) by any lessee to be performed; to appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the said lease(s) or the obligations, duties, or liabilities of the Assignor and any lessee thereunder, and, upon request by Assignee, will do so in the name and behalf of the Assignee but at the expense of the Assignor, and to pay all costs and expenses of the Assignee, including attorney's fees in a reasonable sum in any action or proceeding in which the Assignee may appear.

3. That Assignor further covenants and agrees as follows: Not to receive or collect any rents from any present or future lessee of said premises or any part thereof for a period of more than one month in advance,

(whether in cash or by promissory note), nor pledge other than to Assignee; transfer, mortgage or otherwise encumber or assign future payments of said rents; not to waive, excuse, condone, discount, set-off, compromise, or in any manner release or discharge any lessee thereunder, of and from any obligations, covenants, conditions and agreements by said lessee to be kept, observed and performed, including the obligation to pay the rents thereunder, in the manner and at the place and time specified therein; not to cancel, terminate or consent to any surrender of any said lease, or commence an action of ejectment or any summary proceedings for dispossession of the lessee under any said lease, or exercise any right of recapture provided in any said lease, unless the lessee is in default under the terms of its lease, nor modify, or in any way alter the terms thereof; not to lease any part of the said premises, nor renew or extend the term of any lease of said premises unless an option therefor was originally so reserved by lessee in said lease and for a fixed and definite rental; not to relocate any said lessee within said premises, nor consent to any modification of the express purposes for which the premises have been leased, nor consent to any subletting of said premises or any part thereof, or to any assignment of said lease(s) by any lessee thereunder or to any assignment or further subletting of any sublease, without, in each such instance enumerated in this paragraph, either the prior written consent of the Assignee or any consent that may be given by Assignee pursuant to the aforesaid Mortgage.

4. That in the event any representation or warranty herein of Assignor shall be found to be untrue in any material respect as of the date hereof or Assignor shall default in the observance or performance of any obligation, term, covenant, condition or warranty herein, then, in each such instance, the same shall constitute and be deemed to be a default under the said Note and Mortgage thereby entitling Assignee to declare all sums secured thereby and hereby immediately due and payable and to exercise any and all of the rights and remedies provided thereunder and hereunder as well as by law.

5. That so long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby or in the observance and performance of any other obligation, term, covenant or condition or warranty herein or in said Note and Mortgage or in said lease(s) contained, Assignor shall have the right under a license granted hereby (but limited as provided in the following paragraph) to collect upon, but not prior to accrual, as aforesaid, all of said rents, arising from or out of the said lease(s) or any renewals or extensions thereof, or from or out of the said premises or any part thereof, and Assignor shall receive such rents, and shall hold same, as well as the right and license to receive same, as a trust fund to be applied, and Assignor hereby covenants to so apply same, to the payment of rent under the Ground Lease identified in the Mortgage, and thereafter, first to payment of taxes and assessments upon said premises before penalty or interest are due thereon, secondly to the cost of such insurance and of such maintenance and repairs as is required by the terms of the said Mortgage and thirdly to satisfaction of all obligations under the said leases, and fourthly to the payment of interest and principal becoming due on the said Note and Mortgage, before using any part of the same for any other purposes and provided Assignor has collected and applied such rents in the manner and for the purposes hereinabove specified, Assignee shall have no further right to such rents so collected and applied.

6. That upon the sale, assignment and conveyance by Assignor and its successors and assigns of its interest in the said premises, all right, title and interest and powers granted under the license aforesaid shall automatically pass to and may be exercised by each such subsequent owner and upon or at any time after default in the payment of any indebtedness secured hereby or in the observance or performance of any obligation, term, covenant, condition or warranty herein or in the said Note and Mortgage or in the said lease(s) contained, Assignee, at its option and after expiration of applicable notice and cure periods, if any, shall have the complete right, power and authority hereunder then or thereafter to exercise and enforce any or all of the following rights and remedies, in each instance to the extent permitted by law: (a) to terminate the license granted to Assignor to collect as aforesaid the said rents, and then and thereafter, without taking possession, in Assignee's own name, to demand, collect, receive, sue for, attach and levy the

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said rents, to give proper receipts, releases and acquittances therefor, and after deducting all necessary and proper costs and expenses of operation and collection, as determined by Assignee, including reasonable attorneys' fees, to apply the net proceeds thereof, together with any funds of Assignor deposited with Assignee, upon any indebtedness secured hereby and in such order as Assignee may determine; (b) to declare all sums secured hereby immediately due and payable and, at its option, exercise all of the rights and remedies contained in said Note and Mortgage; and (c) without regard to the adequacy of the security, with or without any action or proceeding through any person or by agent, or by a receiver to be appointed by court and irrespective of said Assignor's possession, then or thereafter to enter upon, take possession of, manage and operate said premises or any part thereof, make, modify, enforce, cancel or accept surrender of any lease now in effect or hereafter in effect on said premises or any part thereof; remove and evict any lessee; increase or decrease rents; decorate, clean and repair; and otherwise do any act or incur any costs or expense as Assignee shall deem proper to protect the security hereof, as fully and to the same extent as Assignor could do if in possession, and in such event to apply the rents so collected to the operation and management of said premises, but in such order as Assignee shall deem proper, and including the payment of reasonable management, brokerage and attorneys' fees, payment of the indebtedness under said Note and Mortgage and maintenance, with interest, of a reserve for replacement;

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 of possession of said 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 the Assignee to appear in or defend any action or proceeding relating to the said lease(s) or to the said premises, or to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under said lease(s), 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, nor shall Assignee be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the said premises;

And provided further that the collection of said rents and application as aforesaid and/or the entry upon and taking possession of the said premises shall not cure or waive any default or waive, modify or affect any notice of default under said Note and Mortgage or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by Assignee, once exercised, shall continue for so long as Assignee shall elect, notwithstanding that the collection and application aforesaid of such rents may have cured for the time the original default. If Assignee shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default.

7. That Assignor does hereby authorize Assignee upon the occurrence of a default in the payment of any indebtedness secured hereby or in the observance or performance of any obligation, term, covenant, condition warranty herein or in the said Note and Mortgage or in the said lease(s) contained and in the name, place and stead of Assignor, to demand, sue for, attach, levy, recover and receive any premium or penalty payable upon the exercise, by any lessee under any lease of the said premises, of a privilege of cancellation originally provided in said lease, and to give proper receipts, releases and acquittances therefor and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by Assignee, of the indebtedness secured hereby, notwithstanding the fact that the amount owing thereunder may not then be due and payable or that the indebtedness is otherwise adequately secured, and Assignor does hereby authorize and direct any such lessee to deliver such payment to Assignee in accordance with the foregoing. The within authorization and such rights, powers and privileges shall be exclusive in Assignee, its successors and assigns so long as any part of the indebtedness secured hereby shall remain unpaid.

8. That Assignor does hereby authorize Assignee upon the occurrence of a default in the payment of any indebtedness secured hereby or in the observance of performance of any obligation, term, covenant, condition or warranty herein or in the said Note and Mortgage or in the said leases contained and in the name, place and stead of said Assignor to subject and subordinate at any time and from time to time, any lease affecting the said premises or any part thereof, to the lien of the said Mortgage or any other mortgage or deed of trust on or to any ground lease of said premises or to request or require such subordination, where such reservation, option or authority was reserved under any said lease to the Assignor, or in any case, where the Assignor otherwise would have the right, power or privilege so to do. This authorization and these rights, powers and privileges shall be exclusive in Assignee, its successors and assigns so long as any part of the indebtedness secured hereby shall remain unpaid, and Beneficiary does hereby warrant that Assignor has not, at any time prior to the date hereof, exercised any such right and covenants not to exercise any such right to so subordinate any such lease to said Mortgage or to any other mortgage or deed of trust or to any ground lease except with the prior written consent of Assignee.

9. Except for any liability, loss, damage or expense incurred as a result of Assignor's acts or incurred subsequent to the date Assignee or its nominee took title to said premises, that Assignor hereby agrees to indemnify and hold the Assignee harmless of and from any and all liability, loss, damage or expense which it may or might incur under or by reason of this Assignment, or for any action taken by the Assignee hereunder, or by reason or in defense of any and all claims and demands whatsoever which may be asserted against Assignee arising out of said lease(s), including, but without limitation thereto, any claim by any lessee of credit for rental paid to and received by Assignor, but not delivered to Assignee, for any period under any said lease more than one month in advance of the due date thereof; should the Assignee incur any such liability, loss, damage or expense, the amount thereof (including reasonable attorney's fees with interest thereon at the Default Rate set forth in said Note and Mortgage shall be payable by Assignor immediately upon demand, and shall be secured hereby and by said Mortgage.

10. That until the indebtedness secured hereby shall have been paid in full, Assignor will deliver to the Assignee executed copies of any and all other and future leases upon all or any part of the said premises and will transfer and assign such other and future leases upon the same terms and conditions as herein contained and Assignor hereby covenants and agrees to make, execute and deliver unto Assignee upon demand and at any time or times, any and all assignments and other instruments sufficient for the purpose or that the Assignee may deem to be advisable for carrying out the true purposes and intent of this Assignment (including assignment of the rent under any lease with the United States Government after allowance of the rental claim, ascertainment of the amount due and issuance of the warrant for payment thereof).

11. That the failure of the Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time or at any time or times, shall not be construed or deemed to be a waiver of any such right, and nothing herein contained, nor anything done or omitted to be done by Assignee pursuant hereto shall be deemed a waiver by Assignee of any of its rights and remedies under said Note and Mortgage or under the laws of the state in which the said premises are situate. The right of the Assignee to collect the said indebtedness and to enforce any other security therefor may be exercised by Assignee, either prior to, simultaneously with, or subsequent to any action taken hereunder.

12. That so long as any of the indebtedness secured hereby and by the said Note and Mortgage shall remain unpaid, unless the Assignee shall otherwise consent in writing, the Assignee's title and the leasehold estate(s) on said premises as hereinbefore described shall not merge, but shall always be kept separate and distinct, notwithstanding the union of said estate(s) either in the Assignor or in any lessee or in a third party by purchase or otherwise.

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13. That upon payment in full of all of the indebtedness secured by said Note and Mortgage and of all sums payable hereunder, this Assignment shall become and be void and of no effect, but the affidavit, certificate, letter or statement of any officer of Assignee showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person, firm or corporation, may and is hereby authorized to rely thereon. A demand on any lessee made by Assignee for payment of rents by reason of any default claimed by Assignee shall be sufficient warrant to said lessee to make future payments of rents to Assignee without the necessity for further consent by the said Assignor.

14. That all notices, demands or documents of any kind which Assignee may be required or may desire to serve upon Assignor hereunder shall be sufficiently served by delivering same to Assignor personally or by leaving a copy of same addressed to Assignor at the address appearing hereinabove, or by depositing a copy of same in the United States mail, postage prepaid and addressed to Assignor at said address.

15. That the terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the said premises, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all lessees, sub-tenants and assigns of same, and all subsequent owners of the said premises, and all subsequent holders of the said Note and Mortgage. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case. All obligations of each Assignor hereunder shall be joint and several.

16. This Assignment is subject and subordinate to the terms of that certain assignment, captioned "First Assignment of Lessor's Interest in Leases," dated and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 8864430 on October 7, 1988 from Assignor to Assignee. A default by Assignor under the foregoing assignment, after the expiration of applicable notice and cure periods, if any, shall likewise at Assignee's option, constitute a default by Assignor hereunder entitling Assignee to exercise any and all remedies hereunder and at law provided with regard thereto.

17. That notwithstanding any provisions herein to the contrary and without affecting in any manner the effectiveness and enforceability of this Assignment and the rights of Assignee hereunder, it is expressly understood and agreed that nothing herein or in the said Note and Mortgage contained shall be construed as creating any liability on Assignor, any of the general or limited partners of Assignor, or any of the partners or subpartners thereof, personally to pay any of the indebtedness secured hereby, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Assignee and by every person now or hereafter claiming any right or security hereunder, and that the rights of Assignee and every person now or hereafter claiming any right or security hereunder may be enforced solely against the collateral, except that Assignor shall be liable personally to the extent of any loss suffered by Assignee on account of (a) a breach by Assignor of its covenant and obligation to Assignee not to collect rent under the said lease(s) assigned hereby more than one (1) month in advance or (b) the misappropriation by Assignor of any security deposited with Assignor by any lessees under the said lease(s) assigned to Assignee hereunder.

Assignee agrees that, in exercising and enforcing its rights and remedies hereunder, Assignee will recognize Beneficiary as a validly formed and existing Illinois limited partnership and Assignee agrees not to enforce or recover any obligation of Beneficiary hereunder against or from any person or entity (i) purporting to be a limited partner in Beneficiary, whether or not such person or entity takes part in the management or control of the business of Beneficiary, (ii) purporting to be a shareholder of the general partner of Beneficiary or (iii) who is an employee, agent, officer, director or attorney of any of the foregoing. Without limitation of the foregoing, Assignee will

not seek to require any such purported limited partners or shareholders to make any payments or contributions to Beneficiary or to any general partner in Beneficiary on account of a deficit capital account or other funding obligation which such limited partners or shareholders may have as such partners or shareholders.

18. This Assignment is executed by LaSalle National Bank, not personally but as Trustee, as aforesaid, in the exercise of the power and authority conferred and vested in it as such Trustee and no personal liability shall be asserted or shall be enforceable against said LaSalle National Bank because or in respect of this Assignment or any promise, covenant, undertaking herein contained, all such liability, if any, being expressly waived by Assignee and each taker and holder hereof.

19. Notwithstanding any term or condition contained herein to the contrary, the Assignee, by acceptance hereof, agrees that the Assignor will not be deemed to be in default hereunder and the Assignee will not declare the sums secured hereby and by said Mortgage to be due and payable until (a) ten (10) days have passed since the date or time of the failure by Assignor to duly and timely comply with any obligation of Assignor hereunder that requires the payment of money or (b) (i) thirty (30) days have passed since the mailing or other written communication of notice to the Assignor of the failure of the Assignor to duly and timely comply with any obligation, term, covenant, condition or warranty hereunder (hereinafter called a "non-monetary default") and the Assignor has failed to cure said non-monetary default to the satisfaction of the assignee within said thirty (30) day period, or (ii) the Assignor has, in the reasonable business judgment of Assignee, ceased to diligently pursue the curing of the subject non-monetary default following notice and prompt commencement by the Assignor of such curative action, whichever of (b)(i) or (b)(ii) is later.

IN WITNESS WHEREOF, this Assignment has been duly executed by the Assignor the day and year first above written.

LaSALLE NATIONAL BANK, not individually, but as Trustee under that certain Trust Agreement, dated March 1, 1984 and known as Trustee No.107701.

By [Signature]
Vice President

(Corporate Seal)

Attest:

By [Signature]
Assistant Secretary

This Assignment was prepared by and record and return to:

William H. Goebel, Esq.
Teachers Insurance and Annuity Association of America
730 Third Avenue
New York, New York 10017

JMB/URBAN 900 DEVELOPMENT PARTNERS, LTD.,
an Illinois limited partnership

By: 900 Co., Inc., a Delaware corporation,
General Partner

By [Signature]
President

Attest: [Signature]
(Assistant) Secretary

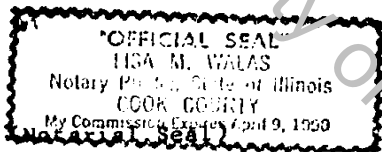
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ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Lisa M. Walas, a Notary Public, in and for said County, in the State aforesaid, do hereby certify, that Stuart Nathan, President of 900 Co., Inc. (the sole general partner of JMB/Urban 900 Development Partners, Ltd., an Illinois limited partnership), and Deborah Neuman, Assistant Secretary of said 900 Co., Inc., who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act as the free and voluntary act of both said 900 Co., Inc and JMB/Urban 900 Development Partners, Ltd. for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 9th day of May, 1989.



Lisa M. Walas
Notary Public

My Commission Expires:

April 9, 1990

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Exhibit A

Schedule of Leases

Name of Lessee	Doing Business As	Occupancy Date	Lease Date	Guarantor	1st Amend. Date	2nd Amend. Date	Other
RETAIL							
Alice's Garden Inc.	Alice's Garden	9/24/88	6/1/88	Joel and Estelle T. Zo	6/1/88		
America's Kitchen Inc.	America's Kitchen	9/24/88	1/7/88	Errant Enterp. Inc.	4/13/88		
Aquascutum of London Inc.	Aquascutum of London Ltd.	9/24/88	3/11/88	Aquascutum International Ltd.	3/7/88		Lease Assign. 4/13/88
Atlas Galleries Inc.	Atlas Galleries	9/24/88					
Au Corton Inc.	Au Corton	9/24/88	11/11/88	2/16/88			
Fine Jewelers Wild Central, Inc.	Sailey, Banks & Biddle	9/24/88	9/15/87	Zale Corporation	11/9/87	11/20/87	
Lee Benkendorf	The Benkendorf Collection	9/24/88	5/17/87				
Federated Deptment Stores Inc.	Bloomington's	9/22/88	8/10/84			11/5/87	
Edward Marshall Boehm Inc.	Boehm	9/24/88	4/30/88			12/17/85	11/17/86
MCBE 1001, Inc	Boogies Diner	7/1/89 *					
Andre-Boudin B Kerry Inc.	Boudin Bakery Cafe	9/24/88	1/26/89	Herry So Round Enterprises Inc.	1/26/89		
Kuern Bush Shoe Co.	Brass Boot	11/19/88	10/9/87			11/13/87	
			6/17/88				

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Guar. of Cont. Compl.

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Name of Lessee	Doing Business As	Occupancy Date	Lease Date	Guarantor	Guar. Date	1st Amend. Date	2nd Amend. Date	Other
Michigan Avenue Jewelers Inc.	Brilliance	9/24/88	9/10/87	.....	.....	11/30/87	.....	.....
Cashie, Inc.	Cashie	9/24/88	5/4/88	.....	.....	.....	.....	.....
Dalays (Canada) Limited	Cactus	9/24/88	12/17/87	.....	.....	.....	.....	.....
D.S.P. Enterprises Inc.	Centerbury of New Zealand	9/24/88	7/15/88	John & Nancy Apostis, Nicholas & Cynthia Steinmetz, & Daniel & Linda Peretz	7/15/88	.....	.....	.....
Cashmere Cashmere, Inc.	Cashmere Cashmere	9/24/88	4/11/88	.....	.....	4/25/88	.....	.....
Jordan Friedman, Ltd.	Charles Jourdan	1/28/89	11/21/88	Jordan Friedman & Gloria Friedman	11/21/88	.....	.....	Licence & Indem. Agreement 8/30/88
The Chicago Sports Section Inc.	The Chicago Sports Section	9/24/88	1/8/88	Des Porte & Assoc, Four Star Investors, Brad S. O'Halloran and Robert J. Trainer	1/8/88	.....	.....	.....
Chicago Trunk & Leather Works Inc.	Chicago Trunk & Leatherworks	9/24/88	11/12/87	.....	.....	.....	.....	.....
Magnificent Silver Inc.	Christofle	9/24/88	5/25/88	Christofle Silver Inc. Roudin and Mira Terzian, and Mira Terzian Enterprises, Inc.	5/25/88	.....	.....	Guar. of Comp 5/25/88
Plitt Theaters Inc.	Cineplex Odeon Cinemas	9/24/88	10/5/87	.....	.....	3/7/88	3/22/88	.....
Ciro of Bond St. Inc.	Ciro	9/24/88	5/2/88	.....	.....	.....	.....	Guar. of Compl. 5/2/88
Coach Leatherwear Company Inc.	The Coach Store	9/24/88	1/19/88
Walden Boot Co. Inc.	Coopersmith	9/24/88	3/8/88

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<u>Name of Lessee</u>	<u>Doing Business As</u>	<u>Occupancy Date</u>	<u>Lease Date</u>	<u>Guarantor</u>	<u>Guar. Date</u>	<u>1st Amend. Date</u>	<u>2nd Amend. Date</u>	<u>Other</u>
The Custom Shop 00 North Corp.	The Custom Shop Tailor	12/7/88	8/17/88	The Custom Shop Connecticut Ave. Corp.	8/17/88			
Elephants 900, I c.	Elephants	3/25/89	12/5/88	Barbara Pressman, Howard Bedno, Catherine Bedno	12/5/88			
Episode Michigan Inc.	Episode	9/24/88	4/12/88	Florida Adams Inc.	4/12/88			
File Sports, Inc.	File	6/1/89	2/13/89					
Fogal Legware of Switzerland Inc.	Fogal	9/24/88	4/20/87	Fogal AG	4/20/87	12/16/87		Guar. of Compl.
Future Ionics Inc.	Future Ionics	9/24/88	5/17/88					
Fine Arts Group Ltd. Partnership	Gallery Lara	11/23/88	5/23/88					
Galt Toys International Inc.	Galt Toys	10/8/88	12/28/87	Yun H. Oh	12/28/87	9/7/88		Annual Cert. of Not Worth Guar. of 8/21/87
Glasses Ltd.	Glasses Ltd.	9/2/88	6/3/87					
Glove Me Tender Inc.	Glove Me Tender	4/14/88	6/21/88	Daniel & Jeanette Samo and Carl & Nancy Boyer	6/21/88	11/15/87		
Goldi's Unmatched Pear Inc.	Goldi	9/24/88	1/23/88	Goldi and Mark Miller	1/23/88			
Gucci America Inc.	Gucci	9/24/88	11/5/87					
Heidi's Inc.	Heidi's Salon	9/24/88	9/29/87	Michael Stein	9/29/87	12/28/87	9/7/88	
Levy 900 Corp.	Kopper's Dining Car	10/28/88	4/6/88	Lawrence and Mark Levy	4/6/88	8/19/88		
I.B. Diffusion L.P.	I.B. Diffusion	9/24/88	1/14/88					

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Name of Lessee	Port Business As	Occupancy Date	Lease Date	Guarantor	Guar. Date	1st Amend. Date	2nd Amend. Date	Other
The Icing Inc.	The Icing	9/24/88	3/31/88	.....	.....	.....	.....	.....
International Galleries Ltd.	International Galleries	9/24/88	10/14/87	Arnold Weinger and Tom Green	10/14/87	12/2/87	.....	.....
Janis 900 Inc.	Janis	9/24/88	5/6/88	Janis and Saul Steiner	5/6/88	.....	.....	.....
Jessica McClintock, Inc.	Jessica McClintock	11/23/88	9/30/88	.....	.....	.....	.....	.....
Sacro Corp.	Johnny Rockets	3/7/89	10/13/87	Stanley and Stephanie Sackin	11/4/87	2/12/88	.....	.....
Petite Concept Ltd.	Karen Austin Petites	9/24/88	7/14/87	.....	.....	12/24/87	4/4/88	.....
Laura Todd of America Corp.	Laura Todd Cookies	11/09/88	10/09/87	.....	.....	11/25/87	.....	Lease Assign. 1/26/88
Attire Inc.	Le Sweaterie	9/24/88	6/17/88	.....	.....	.....	.....	.....
Tuckerman Optics Co.	Le Cirque Optique	9/24/88	5/14/87	.....	.....	11/10/87	.....	.....
Le Louvre Inc.	Le Louvre	9/24/88	4/28/88	Ilye and Lyudmila Katz	4/28/88	.....	.....	.....
Little Rubin Affiliates Inc.	Little Rubin	9/24/88	10/12/87	.....	.....	1/30/88	.....	.....
Hollands Enterprises Inc.	Hollands Sport	4/14/88	5/10/88	Joseph Cecil and George Kelly	5/10/88	.....	.....	.....
Wilson's Tannery West Inc.	Kaxim	9/24/88	12/9/87	Melville Realty Company, Inc.	9/30/88	.....	.....	Lease Assign. 9/9/88
J&T Metzky Inc.	M&J Savitt	9/24/88	5/13/87	Janeane and Theodore Metzky	5/13/87	11/13/87	.....	.....
Minime Ltd.	Minime	3/5/89	9/21/88	Karen Defilipi Alholfeld	1/9/89
Kordi International Inc.	Kordi	9/24/88	7/1/87	11/20/87

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<u>Name of Lessee</u>	<u>Doing Business As</u>	<u>Occupancy Date</u>	<u>Lease Date</u>	<u>Guarantor</u>	<u>Cur. Date</u>	<u>1st Amend. Date</u>	<u>2nd Amend. Date</u>	<u>Other</u>
Record Loan Inc.	The Music Company	9/24/88	12/14/87	.....	.....	.....	.....	.....
Toujours L'Amour Inc.	Neuchatel Chocolates	9/24/88	6/11/87	Pat Hudson, Patricia & Krifor Yvremian	6/29/87	11/12/87	.....	Cur. of Compl. 6/11/87
KCS Inc.	Oilly	9/24/88	5/5/88	George Harman, as J. John Melipr	8/2/88	.....	.....	.....
Porte International U.S.A. Ltd.	Porte International	9/24/88	5/28/87	.....	.....	12/23/87	.....	.....
Robin Kay/U.S.A. Partnership	Robin Kay	9/24/88	12/31/87	Lawrence D. Glass	1/27/88	.....	.....	.....
Shirmax Retail Ltd.	Shirley K Maternity	9/24/88	2/18/88	Shirmax Fashion Ltd.	2/18/88	.....	.....	.....
Knitcraft Corp.	St. Croix	9/24/88	1/27/88	.....	.....	.....	.....	.....
Tobin Michigan P/e Ltd.	Tobin Jewelers	9/24/88	9/25/87	Ann Tobin Mart	9/25/87	11/5/87	.....	.....
T.W. Best Limited Partnership	Eastern Lobby Shops	9/24/88	5/12/88	.....	.....	.....	.....	.....
Labone L.P.	Tucci Benuch	10/31/87	6/8/88	Lecture Entertain You Inc. and Labone Limited Partnership	6/8/88	.....	.....	.....
United Audio Centers Inc.	United Audio	9/24/88	11/12/87	.....	.....	.....	.....	.....
Marks Bros. Jewers Inc.	The Whitehall	9/24/88	4/17/87	.....	.....	11/13/82	.....	.....
OFFICE	.....	.....	.....	Collection	.....	.....	.....	.....
Avastar Corporation	Avastar Corporation	8/1/89*	9/29/88	Robert G. Stehlik	9/29/88
JMB Realty Corp.	(1)	8/3/87

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<u>Name of Lessee</u>	<u>Doing Business As</u>	<u>Occupancy Date</u>	<u>Lease Date</u>	<u>Guarantor</u>	<u>Quar. Date</u>	<u>1st Amend. Date</u>	<u>2nd Amend. Date</u>	<u>Other</u>
JHG Insurance Agency, Inc	-----	8/2/88	9/2/87	-----	-----	-----	-----	-----
JHG Institutional Realty Corporation	-----	8/26/88	8/10/87	-----	-----	-----	-----	-----
Michael Reese Health Network	The Michael Reese Center	2/27/88	5/6/88	Michael Reese Hospital and Medical Center	5/6/88	-----	-----	-----
J. Walter Thompson U.S.A. Inc.	J. Walter Thompson	7/1/89*	12/19/88	J. Walter Thompson Company The J.W.T. Group Inc. WPT Group Plc	12/19/88	-----	-----	-----
JHG Realty Corp.	-----	12/7/88	12/14/88	-----	-----	-----	-----	-----

(1) JHG Realty Corporation commenced occupancy in stages on the following dates: 8/5/88, 8/19/88, 8/19/88 and 8/26/88

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EXHIBIT B

Legal Description of Commercial Parcel

PARCEL ONE:

All that leasehold estate (except the last day of the Initial Term thereof unless extended, in which case excepting the last day of the extended term) created by, and all of the right, title and interest of the Mortgagor as lessee in, to and under that certain Lease Agreement dated October 7, 1988 between La Salle National Bank, Trust No. 113495, as Lessor, and La Salle National Bank, Trust No. 107701 (Mortgagor), as Lessee, a memorandum of which was recorded October 7, 1988 as Document No. 88-464, 426 and the First Amendment to said Lease, a memorandum of which Amendment was recorded MAY 10, 1989 as Document No. 89209936 (herein called "Ground Lease"), which Ground Lease demises and leases for a term commencing October 7, 1988 and expiring at midnight on June 30, 2064 the following described land (excepting and excluding all right, title and interest of Grantor [as reserved in the deed from La Salle National Bank, Trust No. 107701, to La Salle National Bank, Trust No. 113495, recorded October 7, 1988 as Document No. 88-464425] in and to the buildings and improvements, or portions thereof, then or thereafter existing on or within said land, which interest shall terminate on the expiration, or sooner termination, of the Ground Lease) together with all rights and privileges of said lessee as same relate to an interest in the following described land:

Lots 1, 2, 3, 6 and 7 in 900 North Michigan, being a Resubdivision of the land, property and space of part of Block 13 and the accretions thereto in Canal Trustees' Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded May 9, 1989 as Document No. 89-208433.

PARCEL TWO:

Ownership interest in the Improvements located on the land described in Parcel One, said interest being all right, title and interest of Grantor (as reserved in the deed from La Salle National Bank, Trust No. 107701, to La Salle National Bank, Trust No. 113495, recorded October 7, 1988 as Document No. 88-464425) in and to the buildings and improvements, or portions thereof, then or thereafter existing on or within said land, which interest shall terminate on the expiration, or sooner termination, of the Ground Lease.

89209936

EXHIBIT B-1

Permanent Tax Numbers Continued:

17-03-211-002
Affects Lots 1 and 4 to 7

17-03-211-001
Affects Lots 1 and 3 to 7

17-03-211-009
Affects Lots 1 and 4 to 7

17-03-211-016
Affects Lots 1 and 4 to 7

17-03-211-017
Affects Lots 1 and 4 to 7

17-03-211-015
Affects Lots 1 and 4 to 7

17-03-210-008
Affects Lot 2 and 3

17-03-210-007
Affects Lot 2 and 3

17-03-210-001
Affects Lot 2

17-03-210-004
Affects Lot 2

17-03-210-003
Affects Lot 2

17-03-210-002
Affects Lot 2

17-03-210-014
Affects Lot 2

17-03-210-013
Affects Lot 2

17-03-210-011
Affects Lot 2

Common Address: 900 North Michigan Avenue,
Chicago, Illinois

