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ASSIGNMENT OF LEASE AND ACCEPTANCE AND ASSUMPTION OF LEASE

DEED-01 RECORRING \$14.25
143333 TRAN 3524 01/17/91 13:09:00
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COOK COUNTY RECORDER

LaSALLE NATIONAL TRUST, N.A., Successor Trustee to LaSALLE NATIONAL BANK, a national banking association, not personally but solely as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said bank in pursuance of a trust agreement dated January 10, 1976 and known as Trust No. 10-30868-09, Assignor, in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby sell, assign, convey, transfer and set over unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally but solely as Trustee under a Trust Agreement dated September 17, 1990 and known as Trust No. 112671-01, Assignee, all of the right, title and interest of Assignor in, to and under:

E111309 (RM) N901015

A. That certain Indenture of Lease and the leasehold estate thereby created (hereinafter collectively called the "Land Lease") by and between 199 Lake Shore Drive, Inc. as original Lessor (the interest of said Lessor being now held by HARRIS TRUST AND SAVINGS BANK, a national banking association, as Trustee under Trust Agreement dated July 28, 1986 and known as Trust No. 43663) and American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated February 10, 1960 and known as Trust No. 15196 as original Lessee (the interest of said Lessee having been heretofore assigned to Mid-Continental Realty Corporation and assigned from Mid-Continental Realty Corporation to Paul D. Wilcher and assigned from Paul D. Wilcher to Assignor) dated March 1, 1960 and recorded with the Recorder of Deeds of Cook County on March 1, 1960 as Document No. 17792948, demising and leasing for a term of ninety-nine (99) years and ten (10) months commencing March 1, 1960 and ending December 31, 2059, the premises (hereinafter referred to as the "Premises") in the City of Chicago, County of Cook, and State of Illinois, commonly known as 860 N. DeWitt Place, Chicago, Illinois and legally described as:

Lot 34 (except the West 15 1/2 feet) and all of Lots 35 and 36 in Lake Shore Drive Addition to Chicago a Subdivision of part of Blocks 14 and 20 in Canal Trustee's Subdivision of South Fractional 1/4 of Section 3, Township 39 North Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

and

B. The buildings and improvements situated on the Premises, including, without limitation, a multi-story building which contains 146 apartments, garage, the commercial space and all other improvements and structures located on the Premises, together with all rights, easements and hereditaments, privileges and appurtenances thereunto belonging (hereinafter collectively called the "Improvements").

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TO HAVE AND TO HOLD said Land Lease and Improvements for and during the full unexpired term of said Land Lease.

This Assignment and conveyance is executed pursuant to and in the exercise of the power of authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned.

This Instrument prepared by:

Manning K. Leiter
200 N. LaSalle Street, Suite 2300
Chicago, Illinois 60601

P.I.N. 17-03-221-010

MAIL TO

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ENCLOSURE

ENCLOSURE

Be sure to return this to the
address shown on the envelope

Assignee hereby accepts the foregoing Assignment and assumes all the terms and covenants contained in the Land Lease to be kept, observed and performed by the Lessee on and after the date hereof and agrees that it will comply with and be bound by all such terms and covenants; provided, however, that no personal liability shall be asserted or enforced against the Assignee for failure to perform any of said terms and covenants, and all parties dealing with the Assignee shall look solely to the interest of the Assignee in and to the Land Lease and the Improvements assigned and conveyed hereby.

Pursuant to the provisions of Article TWENTY-EIGHT of the Land Lease, the Assignee accepts said assignment upon the condition that none of the covenants, undertakings, representations and agreements contained in the Land Lease, either expressed or implied, are made or intended as personal covenants, undertakings, representations or agreements of the Assignee or for the purpose of binding the Assignee personally. No personal liability or personal responsibility shall be assumed by nor shall at any time be asserted or enforced against the Assignee, or against the successors or assigns of the Assignee by Assignee of the foregoing assignment, all such personal liability, if any, having heretofore been expressly waived and released under the provisions of Article TWENTY-EIGHT of the Land Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed as of the 16th day of January, 1991.

ASSIGNOR

LaSALLE NATIONAL TRUST, N.A.,
Successor Trustee to LaSALLE
NATIONAL BANK, not personally but
solely as Trustee aforesaid

By: 

TRUSTEE

ASSIGNEE

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not personally
but solely as Trustee aforesaid

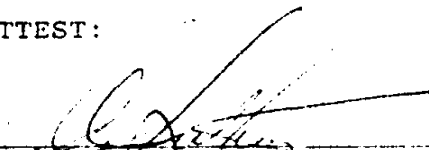
By: 

ATTEST:



Secretary

ATTEST:



Secretary

This instrument is executed by the undersigned Trustee, not personally but solely as Trustee in the exercise of the powers and authority conferred upon and reposed in it as such Trustee by the instrument or instruments which created and reposed in it as such Trustee, and the undersigned Assignee, not personally but solely as Assignee of the instrument or instruments which created and reposed in it as such Assignee, and the undersigned Secretary, not personally but solely as Secretary of the undersigned Trustee, and the undersigned Secretary, not personally but solely as Secretary of the undersigned Assignee, and no liability or responsibility shall be assumed or enforced against the undersigned Trustee, or the undersigned Assignee, or the undersigned Secretary, or any of them, for any liability, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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SEE TRUSTEE'S RIDER ATTACHED HERETO.

RECORDED IN THE OFFICE OF THE CLERK OF COOK COUNTY

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RIDER ATTACHED TO AND MADE A PART OF DOCUMENT
DATED 1/16/91 UNDER TRUST NO. 10-30868-09

This instrument is executed by LA SALLE NATIONAL TRUST, N.A., not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LA SALLE NATIONAL TRUST, N.A., are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made of information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LA SALLE NATIONAL TRUST, N.A., by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

FORM XX 0421

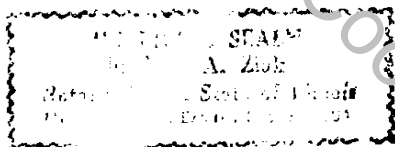
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Cook County Clerk's Office

STATE OF ILLINOIS)
) SS:
COUNTY OF C O O K)

I, MICHELE A. ZIAK, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that JOSEPH W. LANG, as President and Corinne [unclear], as Secretary of LaSALLE NATIONAL TRUST, N.A., Successor Trustee to LaSALLE NATIONAL BANK, a national banking association, not personally but solely as Trustee under Trust Agreement dated January 10, 1976 and known as Trust No. 10-30869-09, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such [unclear] President and [unclear] Secretary of said Bank, 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 and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and said [unclear] Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Bank did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of January, 1991.

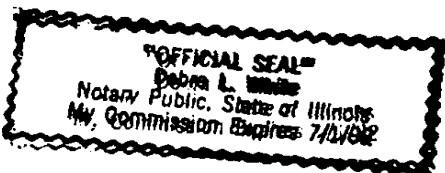


Michele A. Ziak
Notary Public

STATE OF ILLINOIS)
) SS:
COUNTY OF C O O K)

I, DEBRA L. WHITE, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that T. MICHAEL WILLIAMS, as VICE President and [unclear], as ASSISTANT Secretary of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally but solely as Trustee under Trust Agreement dated September 17, 1990 and known as Trust No. 112671-01, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE President and ASSISTANT Secretary of said Bank, 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 and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and said ASSISTANT Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Bank did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of January, 1991.



Debra L. White
Notary Public

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