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(1)

THIRD MODIFICATION AGREEMENT

Handwritten initials/signature

THIS THIRD MODIFICATION AGREEMENT dated as of September 21, 1992, by and among LASALLE NATIONAL TRUST, N.A., a national banking association, Successor Trustee to LaSalle National Bank, as Trustee under a Trust Agreement dated May 1, 1989, and known as Trust No. 114406 (the "Mortgagor"), GM LIMITED PARTNERSHIP, an Illinois limited partnership (the "Beneficiary"), FCLS/GM INVESTORS GROUP, LTD., an Illinois corporation (the "General Partner"), ROBERT L. STOVALL, NORMAN O. STAVA, MICHAEL M. MULLEN, STEPHEN L. SCHLADER, DAVID KAHNWEILER, CARL M. MANOFSKY and TIMOTHY J. LUBY (the "Individual Guarantors"), and THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Bank");

W I T N E S S E T H:

WHEREAS, the Mortgagor, the Beneficiary, the General Partner, the Individual Guarantors and the Bank heretofore entered into the following documents (collectively, the "Documents"):

(i) Commitment Letter dated as of October 1, 1989 (the "Commitment"), from the Bank to the Mortgagor and the Beneficiary;

(ii) Amended and Restated Mortgage Note dated October 1, 1989 (the "Note"), from the Mortgagor to the Bank, in the principal amount of \$6,000,000;

(iii) Mortgage and Security Agreement dated as of October 1, 1989 (the "Mortgage"), from the Mortgagor to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on October 25, 1989, as Document No. 89505658;

(iv) Assignment of Rents and Leases dated as of October 1, 1989, from the Mortgagor and the Beneficiary to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on October 25, 1989, as Document No. 89505659;

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Permanent Index Numbers:

- 25-11-300-000
- 25-11-300-009
- 25-11-300-019
- 25-11-300-030

Address of Premises:

900 East 103rd Street
Chicago, Illinois

This Instrument Prepared by and to
be Returned after Recording to:

Alvin L. Kruse, Esq.
Elizabeth P. Strand, Esq.
Seyfarth, Shaw, Fairweather
& Geraldson

55 East Monroe Street
Suite 4200
Chicago, Illinois 60603

Handwritten notes on left margin:
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8-25-92
91-9-25-88
D-11

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(v) Security Agreement dated as of October 1, 1989, from the Beneficiary to the Bank;

(vi) Irrevocable Right to Approve dated as of October 1, 1989, from the Beneficiary to the Bank;

(vii) Indemnity Agreement dated as of October 1, 1989 (the "Indemnity Agreement"), from the Beneficiary, the General Partner and the Individual Guarantors to the Bank; and

(viii) Guaranty of Payment and Performance dated as of October 1, 1989 (the "Guaranty"), from the Beneficiary, the General Partner and the Individual Guarantors to the Bank; and

WHEREAS, the Documents were previously modified and amended by the Modification Agreement dated as of October 1, 1991 (the "First Modification"), by and among the Mortgagor, the Beneficiary, the General Partner, the Individual Guarantors and the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on November 13, 1991, as Document No. 91597307, and the Modification Agreement dated as of March 1, 1992 (the "Second Modification"), by and among said parties, recorded in said Recorder's Office on May 4, 1992, as Document No. 92302023 (the First Modification and the Second Modification being sometimes referred to herein collectively as the "Previous Modifications"); and

WHEREAS, the Documents, as modified and amended by the Previous Modifications, encumber the real estate described in Exhibit A attached hereto and the personal property located thereon (collectively, the "Premises"); and

WHEREAS, the parties desire to make certain modifications and amendments to the Documents, as previously modified and amended by the Previous Modifications, as more fully provided for herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals Part of Agreement; References to Documents. The foregoing recitals are hereby incorporated into and made a part of this Agreement. Except as otherwise stated herein, all references in this Agreement to any one or more of the Documents shall be deemed to include the previous modifications and amendments to the Documents provided for in the Previous Modifications, whether or not express reference is made to such previous modifications and amendments.

Section 2. Extension of Maturity Date. The maturity date of the loan evidenced and secured by the Documents (the "Loan"), as previously extended by the Previous Modifications, is hereby further extended from April 15, 1992, to December 31, 1993, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the date "April 15, 1992" is hereby changed to "December 31, 1993" each time it appears in the Documents.

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Section 3. Increase in Loan. (a) The amount of the Loan is hereby increased by the amount of \$1,000,000, from \$6,000,000 to \$7,000,000, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the amount "\$6,000,000" is hereby changed to "\$7,000,000" each time it appears in the Documents, and the words "Six Million" are hereby changed to "Seven Million" each time they appear in the Documents. In addition, as a result of such increase, in order to maintain the limitation on the obligations of David Kahnweiler under the Indemnity Agreement and the Guaranty at nine percent (9%) of the amount of the Loan, the amount "\$540,000" is hereby changed to "\$630,000" each time it appears in the Documents, including, without limitation, Section 3 of the Indemnity Agreement and Section 7 of the Guaranty.

(b) The amount of the increase in the Loan shall be applied solely (i) to pay or reimburse costs, including leasing commissions and tenant improvements, associated with the Industrial Space Lease dated December, 1991, by and among the Mortgagor as landlord, and Morrison Knudsen Corporation, an Ohio corporation, as tenant, and (ii) to pay costs associated with the modification of the Loan provided for herein. Such amount shall be disbursed from time to time at the request of the Mortgagor and the Beneficiary, provided that (i) at the time of such request for disbursement there shall not have occurred or be continuing any event of default under any of the Loan Documents (as defined in the Documents), and no event shall have occurred and no condition shall exist which with the passage of time or the giving of notice, or both, would constitute such an event of default, and (ii) the Bank's title insurance policy shall be endorsed to cover the date and amount of such disbursement, subject to no new exceptions. Notwithstanding any other provision of this Agreement or the Documents, no portion of the amount of the increase in the Loan shall be used to make payments of any kind to General Motors Corporation ("GM"), or any of its affiliates or subsidiaries.

(c) Notwithstanding any other provision of this Agreement or the Documents, the Bank shall have no obligation to make any disbursements of the increase in the Loan unless the restructuring of the GM Loan (as defined in Section 7 hereof) is completed on terms and conditions satisfactory to the Bank within 60 days of the date hereof. For purposes of this paragraph, in order to be satisfactory to the Bank, such restructuring must be in accordance with the terms and conditions specified in Section 7 hereof. For purposes of this Agreement, that date within 60 days of the date hereof as of which the restructuring of the GM Loan has been completed on terms and conditions satisfactory to the Bank shall be known as the "Restructuring Date."

(d) Notwithstanding any other provision of this Agreement or the Documents, in the event that the Bank becomes obligated to make disbursements of the increase in the Loan pursuant to the provisions of paragraph (c) above, the aggregate amount of such disbursements shall be limited to an amount equal to the difference between (i) \$1,000,000, and (ii) the product obtained by multiplying

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\$22,500 by the number of calendar months and partial calendar months which have elapsed between May 1, 1992, and the Restructuring Date.

(e) All of the Documents are hereby modified and amended to incorporate the foregoing provisions of this Section 3.

Section 4. Reduction in Interest Rates. Effective as of October 1, 1992, the Prime-Based Rate and the LIBOR-Based Rate (each as defined in the Note) are each hereby reduced by one quarter of one percent (1/4%) per annum, from one and one quarter percent (1-1/4%) per annum to one percent (1%) per annum in addition to the Bank's Prime Rate (as defined in the Note) in the case of the Prime-Based Rate, and from three and one quarter percent (3-1/4%) per annum to three percent (3%) per annum in addition to the Adjusted LIBOR Rate (as defined in the Note) in the case of the LIBOR-Based Rate. All of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the figures "1.25%" and "1-1/4%" are each hereby changed to "1%" each time either figure appears in the Documents, the words "one and one quarter percent" are hereby changed to "one percent" each time they appear in the Documents, and the figure "3.25%" is hereby changed to "3.0%" each time it appears in the Documents, in each case effective as of October 1, 1992.

Section 5. Election of LIBOR Rate Option. The Mortgagor does hereby elect to exercise the LIBOR Rate Option (as defined in the Note) with respect to the entire unpaid principal balance of the Note as of the date hereof (\$5,000,000). For purposes of such election, the Interest Period (as defined in the Note) shall commence on October 1, 1992, and, notwithstanding any provision of the Note to the contrary, shall end on the maturity date of the Loan. This Section 5 shall constitute an Election Notice (as defined in the Note).

Section 6. Monthly Principal Payments. The Mortgagor shall make monthly payments on the principal of the Note on the first day of the month following the month in which the Restructuring Date occurs, and on the first day of each month thereafter to and including December 1, 1993. Each such monthly payment shall be in an amount equal to the sum of (i) \$22,500, and (ii) the Gross Rents (as defined below), if any, received by the Mortgagor in the calendar month preceding the month in which such payment of principal is due, for that portion of the Premises which is not subject to a lease or leases as of September 21, 1992. For purposes of this Section 6, "Gross Rents" shall mean, for any period, all payments of any kind collected by the landlord under leases of such portion of the Premises for such period (other than security deposits not exceeding an amount equal to one month's rent for each tenant), without deduction of any kind. All mandatory and voluntary payments and prepayments on any portion of the principal of the Loan then bearing interest at a LIBOR-Based Rate (as defined in the Note), including, without limitation, the monthly payments of principal provided for in this Section 6, shall be subject to the provisions of paragraph (b) on page 5 of the Note. All of the Documents are hereby modified and amended accordingly. Without

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limitation on the generality of the foregoing, the following shall be inserted (i) following the second sentence of Section 2 of the Commitment, and (ii) in the 24th line of Section 2.1 of the Mortgage, following the sentence which ends with the date "November 1, 1989":

Monthly installments on the principal of the Note shall be payable on the first day of the month following the month in which the Restructuring Date (as defined in the Third Modification Agreement dated as of September 21, 1992, by and among the Mortgagor, the Beneficiary, the General Partner, the Individual Guarantors and the Bank) occurs, and on the first day of each month thereafter to and including December 1, 1993. Each such monthly installment shall be in an amount equal to the sum of (i) \$22,500, and (ii) the Gross Rents (as defined below), if any, received by the Mortgagor in the calendar month preceding the month in which such installment of principal is due, for that portion of the Premises which is not subject to a lease or leases as of September 21, 1992. For purposes of this paragraph, "Gross Rents" shall mean, for any period, all payments of any kind collected by the landlord under leases of such portion of the Premises for such period (other than security deposits not exceeding an amount equal to one month's rent for each tenant), without deduction of any kind.

In addition, the first three sentences of the fourth paragraph on page one of the Note shall be deleted and the following sentences shall be substituted therefor:

Interest on this Note shall be payable in arrears on the first day of each month commencing November 1, 1989. Monthly installments on the principal of this Note shall be payable on the first day of the month following the month in which the Restructuring Date [as defined in the Third Modification Agreement dated as of September 21, 1992, by and among the Mortgagor, and the Beneficiary, the General Partner and the Limited Partners (each as defined below) and the Bank] occurs, and on the first day of each month thereafter to and including December 1, 1993. Each such monthly installment shall be in an amount equal to the sum of (i) \$22,500, and (ii) the Gross Rents (as defined below), if any, received by the Mortgagor in the calendar month preceding the month in which such installment of principal is due, for that portion of the Premises which is not subject to a lease or leases as of September 21, 1992. For purposes of

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this paragraph, "Gross Rents" shall mean, for any period, all payments of any kind collected by the landlord under leases of such portion of the Premises for such period (other than security deposits not exceeding an amount equal to one month's rent for each tenant), without deduction of any kind. All of the unpaid principal of and accrued and unpaid interest on this Note shall be due and payable on December 31, 1993. Interest shall be computed on the basis of a 360-day year and the actual number of days elapsed. All payments on account of the indebtedness evidenced by this Note shall be applied first to interest on the unpaid principal balance and the remainder to principal, and all amounts which are so applied to principal shall be applied first to principal then bearing interest at the Prime-Based Rate and the remainder to principal then bearing interest at a LIBOR-Based Rate (as defined below).

and clause (i) in paragraph (b) on page 5 of the Note shall be amended and restated in its entirety, as follows:

- (i) any mandatory or voluntary payment or prepayment of such principal during an Interest Period in accordance with the terms hereof, including, without limitation, the monthly payments of principal provided for herein, [.]

Section 7. Second Mortgage. (a) The Mortgagor, the Beneficiary and the Individual Guarantors are in the process of negotiating a restructuring of the \$3,000,000 mortgage loan (the "GM Loan") from GM to the Individual Guarantors, secured by the Second Mortgage (as defined in the Documents). In order to allow time for such restructuring to be completed, for a period of 60 days commencing on the date hereof, the Bank shall continue to forbear from taking any action under the Documents as a result of existing defaults under the Second Mortgage.

(b) Notwithstanding the provisions of paragraph (a) above, it shall constitute an event of default under the Documents, and the Second Mortgage shall no longer be a "Permitted Encumbrance" under the terms of the Mortgage, (i) if such restructuring of the GM Loan is not completed within 60 days of the date hereof on terms and conditions satisfactory to the Bank, or (ii) if at any time the Bank determines in its sole discretion that the negotiations concerning such restructuring have ceased or that for other reasons such restructuring will not be completed, or (iii) if at any time GM shall proceed to exercise any of its rights or remedies under the Second Mortgage or any of the other documents evidencing and/or securing the GM Loan (collectively, the "GM Loan Documents").

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(c) For purposes of this Agreement; in order to be satisfactory to the Bank, the restructuring of the GM Loan must be in accordance with the following:

(i) the GM Loan Documents shall be amended to provide for a maturity date of October 15, 1997, or a date subsequent thereto;

(ii) the GM Loan Documents shall be amended to provide that interest on the GM Loan shall accrue at the fixed rate of eight percent (8%) per annum but shall be payable monthly in arrears at the fixed rate of six percent (6%) per annum, with the difference between the amount of accrued interest and the amount of interest payable monthly to be payable at maturity;

(iii) the GM Loan Documents, as amended, shall not provide for any voluntary or mandatory payments on the principal of the GM Loan until such time as the \$1,000,000 increase in the amount of the Loan provided for in this Agreement, and all accrued and unpaid interest thereon, shall have been paid in full;

(iv) the GM Loan Documents, as amended, shall confirm and reconfirm that the Second Mortgage and the other GM Loan Documents are subject and subordinate in all respects to the Documents;

(v) GM shall waive in writing all existing defaults and events of default under the GM Loan Documents, and all rights and remedies arising under the GM Loan Documents or under applicable law as a result of all such existing defaults and events of default; and

(vi) all other terms and conditions of the GM Loan Documents, as amended, shall be satisfactory to the Bank in its sole and absolute discretion.

(d) In the event that the restructuring of the GM Loan is completed within 60 days of the date hereof in accordance with paragraph (c) above, the Second Mortgage shall continue to be a "Permitted Encumbrance" under the terms of the Mortgage. It shall constitute an event of default under the Documents, and the Second Mortgage shall cease to be a "Permitted Encumbrance" under the terms of the Mortgage, if any portion of the principal of the GM Loan is repaid prior to the date on which the \$1,000,000 increase in the Loan provided for in this Agreement, and all accrued and unpaid interest thereon, are paid in full.

(e) All of the Documents are hereby modified and amended to incorporate the foregoing provisions of this Section 7.

Section 8. Extension and Exit Fees. As a condition to the extension of the maturity date of the Loan provided for herein, the Mortgagor and the Beneficiary shall pay to the Bank (i) on the date

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of the execution and delivery of this Agreement; a non-refundable extension fee in the amount of \$10,000, and (ii) at the maturity of the Loan, whether on the date stated in the Documents or by prepayment, acceleration or otherwise, a non-refundable exit fee in the amount of \$70,000. The obligation to pay such extension and exit fees shall be secured by the Documents.

Section 9. Appraisals. The Bank shall have the right, following the occurrence of any event of default under the Documents, to obtain a current appraisal of the Premises, the cost of which appraisal shall be paid by the Mortgagor and the Beneficiary. The obligation to pay the cost of any such appraisals shall be secured by the Documents. All of the Documents are hereby modified and amended to incorporate the provisions of this Section 9.

Section 10. Attachment to Note. The Bank may, and prior to any transfer by it of the Note shall, attach a copy of this Agreement to the original Note and place an endorsement on the Note making reference to the fact that such attachment has been made.

Section 11. Documents to Remain in Effect; Confirmation of Obligations; References. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as previously modified and amended by the Previous Modifications and as expressly modified and amended herein. The Mortgagor, the Beneficiary, the General Partner and the Individual Guarantors hereby (i) confirm and reaffirm all of their obligations under the Documents, as previously modified and amended by the Previous Modifications and as modified and amended herein; (ii) acknowledge and agree that the Bank, by entering into this Agreement, does not waive any existing or future default or event of default under any of the Documents, or any rights or remedies under any of the Documents, except as expressly provided herein; (iii) acknowledge and agree that the Bank has not heretofore waived any default or event of default under any of the Documents, or any rights or remedies under any of the Documents, and (iv) acknowledge that they do not have any defense, set-off or counterclaim to the payment or performance of any of their obligations under the Documents, as previously modified and amended by the Previous Modifications and as modified and amended herein. All references in the Documents to any one or more of the Documents, or to the "Loan Documents," shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as previously modified and amended by the Previous Modifications and as modified and amended by this Agreement.

Section 12. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Mortgagor hereby certifies and represents, and the Beneficiary, the General Partner and the Individual Guarantors hereby certify, represent and warrant, to the Bank that all certifications, representations and warranties contained in the Documents and in all certificates heretofore delivered to the Bank are true and correct as of the date hereof, and all such

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certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.

Section 13. Entire Agreement. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

Section 14. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

Section 15. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 16. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 17. Construction.

(a) The words "hereof", "herein", and "hereunder", and other words of a similar import refer to this Agreement as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

Section 18. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 19. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

Section 20. Execution by Mortgagor. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made

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on the part of the Mortgagor, while in form purporting to be the representations, covenants, undertakings and agreements of the Mortgagor are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by LaSalle National Trust, N.A., in its own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against LaSalle National Trust, N.A., on account of this Agreement or on account of any representation, covenant, undertaking or agreement in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

LASALLE NATIONAL TRUST, N.A., Successor
Trustee to LaSalle National Bank, as Trustee
as aforesaid and not personally

By *Emeray Collins*
Title:

(SEAL)

Attest:

[Signature]
Title:

GM LIMITED PARTNERSHIP

By FCLS/GM Investors Group, Ltd.,
General Partner

By _____
Title:

FCLS/GM INVESTORS GROUP, LTD.

By _____
Title:

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on the part of the Mortgagor, while in form purporting to be the representations, covenants, undertakings and agreements of the Mortgagor are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by LaSalle National Trust, N.A., in its own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against LaSalle National Trust, N.A., on account of this Agreement or on account of any representation, covenant, undertaking or agreement in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

LASALLE NATIONAL TRUST, N.A., Successor
Trustee to LaSalle National Bank, as Trustee
as aforesaid and not personally

By _____
Title:

(SEAL)

Attest:

Title:

GM LIMITED PARTNERSHIP

By FCLS/GM Investors Group, Ltd.,
General Partner

By _____
Title: PRESIDENT

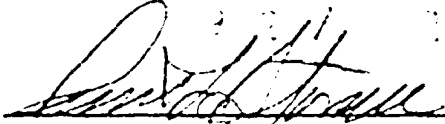
FCLS/GM INVESTORS GROUP, LTD.

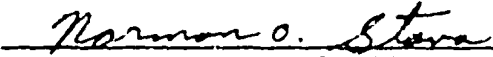
By _____
Title: PRESIDENT


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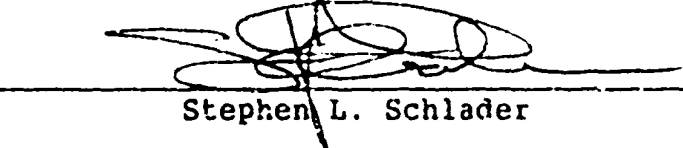
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Robert L. Stovall


Norman O. Stava


Michael M. Mullen


Stephen L. Schlader

David Kahnweiler

Carl M. Manofsky

Timothy J. Luby

THE NORTHERN TRUST COMPANY

By _____
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Robert L. Stovail

Norman O. Stava

Michael M. Mullen

Stephen L. Schlader


David Kahnweiler

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Timothy J. Luby

THE NORTHERN TRUST COMPANY

By _____

Title: _____

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Robert L. Stovall

Norman O. Stava

Michael M. Mullen

Stephen L. Schlader

David Kahnweiler

Carl M. Mandfsky

Carl M. Mandfsky

Timothy J. Luby

Timothy J. Luby

THE NORTHERN TRUST COMPANY

By _____
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Robert L. Stovall

Norman O. Stava

Michael M. Mullen

Stephen L. Schlader

David Kahnweiler

Carl M. Manofsky

Timothy J. Luby

THE NORTHERN TRUST COMPANY

By

Alva S. Ryan, Vice President

Title:

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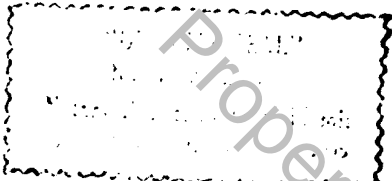
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me
this 30 day of September, 1992, by Rosemary Collins and
Assistant Vice President and ASSISTANT SECRETARY
respectively, of LaSalle National Trust, N.A., Successor Trustee to
LaSalle National Bank, Trustee under a Trust Agreement dated May 1,
1989, and known as Trust No. 114406, on behalf of said Trustee.



Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this
____ day of September, 1992, by _____,
of FCLS/GM Investors Group, Ltd., an Illinois corporation, general
partner of GM Limited Partnership, an Illinois limited partnership,
on behalf of the corporation and such limited partnership.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this
____ day of September, 1992, by _____,
of FCLS/GM Investors Group, Ltd., an Illinois corporation, on behalf
of the corporation.

Notary Public

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

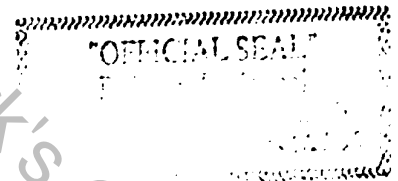
The foregoing instrument was acknowledged before me this ____ day of September, 1992, by _____ and _____, respectively, of LaSalle National Trust, N.A., Successor Trustee to LaSalle National Bank, Trustee under a Trust Agreement dated May 1, 1989, and known as Trust No. 114406, on behalf of said Trustee.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 29th day of September, 1992, by ROBERT L. STOVALL, PRESIDENT, of FCLS/GM Investors Group, Ltd., an Illinois corporation, general partner of GM Limited Partnership, an Illinois limited partnership, on behalf of the corporation and such limited partnership.

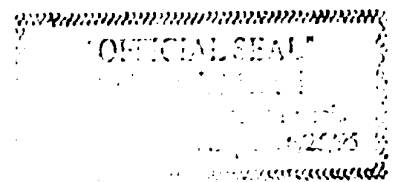
Robert J. Menacci
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 29th day of September, 1992, by ROBERT L. STOVALL, PRESIDENT, of FCLS/GM Investors Group, Ltd., an Illinois corporation, on behalf of the corporation.

Robert J. Menacci
Notary Public



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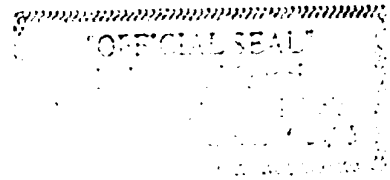
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 29th day of September, 1992, by Robert L. Stovall.

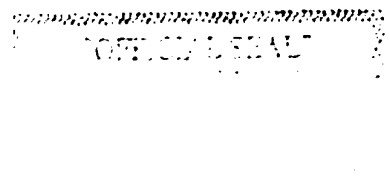
Robert J. Francis
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 29th day of September, 1992, by Norman O. Stava.

Robert J. Francis
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 29th day of September, 1992, by Michael M. Mullen.

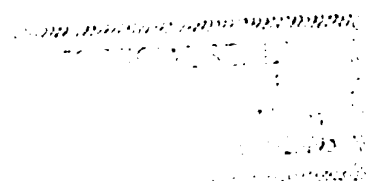
Robert J. Francis
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 29th day of September, 1992, by Stephen L. Schlader.

Robert J. Francis
Notary Public



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STATE OF ILLINOIS)
COUNTY OF ~~COOK~~ DuPage) SS

30 The foregoing instrument was acknowledged before me this day of September, 1992, by David Kahnweiler.

NOTARIAL PUBLIC, STATE OF ILLINOIS
My Commission Expires

[Signature]
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) SS

The foregoing instrument was acknowledged before me this day of September, 1992, by Carl M. Manofsky.

Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) SS

The foregoing instrument was acknowledged before me this day of September, 1992, by Timothy J. Luby.

Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) SS

The foregoing instrument was acknowledged before me this day of September, 1992, by _____, of The Northern Trust Company, an Illinois banking corporation, on behalf of the corporation.

Notary Public

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UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this
day of September, 1992, by David Kahnweiler.

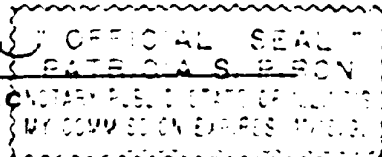
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

29th The foregoing instrument was acknowledged before me this
day of September, 1992, by Carl M. Manofsky.

Patricia S. Quinn

Notary Public

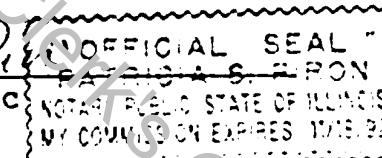


STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

29th The foregoing instrument was acknowledged before me this
day of September, 1992, by Timothy J. Luby.

Patricia S. Quinn

Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this
day of September, 1992, by
of The Northern Trust Company, an Illinois
banking corporation, on behalf of the corporation.

Notary Public

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Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this ___ day of September, 1992, by David Kahnweiler.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this ___ day of September, 1992, by Carl M. Manofsky.

Notary Public

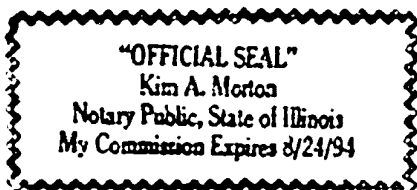
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this ___ day of September, 1992, by Timothy J. Luby.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 30 day of September, 1992, by LISA D. EYEN, VICE PRESIDENT of The Northern Trust Company, an Illinois banking corporation, on behalf of the corporation.



Notary Public

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EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1:

The South 925.46 feet of that part of the Southwest 1/4 of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, lying West of the Westerly right of way line of The Pullman Railroad (except therefrom the West 666.93 feet and also except therefrom the South 47 feet) and (except the North 15 feet of the South 925.46 feet of the East 165 feet of the West 1636.43 feet of the Southwest 1/4 of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

That part of the Southwest 1/4 of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, bounded by the following described line: commencing at a point of 666.93 feet East and 925.46 feet North of the Southwest corner of the Southwest 1/4 of said Section 11, said Point being also the Northwest corner of a tract of Land conveyed to The Defense Plant Corporation by Deed dated June 16, 1941 and recorded June 17, 1941 as Document Number 12704008 in Book 36734, Page 248 thereof; Thence North a distance of 100 feet; Thence East along a line parallel to and 100 feet northerly of the North line of the premises conveyed to The Defense Plant Corporation by the Deed recorded as Document Number 12704008 aforesaid a distance of 295 feet to a point; Thence South a distance of 100 feet to the North line of the premises conveyed to The Defense Plant Corporation as aforesaid; Thence West 295 feet to the place of beginning, all in Cook County, Illinois.

PARCEL 3:

A Tract of land located in the Southwest 1/4 of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, Bounded by A line as follows: commencing at a point of the South line of said Section 666.93 feet East of the Southwest corner of said Section 11, said point being also the point of Intersection of an extension of the West line of a tract of land in said Section conveyed to Defense Plant Corporation, by Deed bearing date of June 16, 1941 and recorded on June 17, 1941 in the office of Recorder of Deeds in Cook County, Illinois as Document Number 12704008 in Book 36734, at Page 248 thereof; Thence North along the said extension of the West line of said Tract so conveyed and continuing along said West line, a distance of 1025.46 feet to a point; Thence West along a line parallel to the South line of said Section, a distance of 50 feet to a point; Thence South along a line parallel to the West line of said Tract so conveyed, a distance of 1025.46 feet to a point on the South line of said Section, which is 616.93 feet East of the Southwest corner of said Section; Thence East along the South line

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of said Section to the place of beginning (except the South 47 feet taken, used or occupied as a public street) all located in the City of Chicago, Cook County, Illinois.

PARCEL 4:

The North 15 feet of the South 940.46 feet of the East 165 feet of the West 1126.93 feet of the Southwest 1/4 of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 5:

That part of the Southwest 1/4 of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Commencing at the point of intersection of a line 925.46 feet North of (at right angle measurement) and parallel with the South line of said Southwest 1/4 with the Westerly right of way line of the Pullman Railroad Company (said Westerly line lying 35 feet Westerly of and parallel with the center line of an existing single track in said right of way); thence "West" in said line 925.46 feet North of said South line for a distance of 70.74 feet to the point of beginning of the tract to be described to wit: thence North 46 degrees 17 minutes 39 seconds East 51.03 feet to a point in the Southwesterly line of a highway right of way (said Southwesterly line being drawn from a point 1470.0 feet South of and 317.0 feet West of the Northeast corner of said Southwest 1/4 as measured on the East line thereof and on a line at right angles thereto) to the point of intersection of a line 30 feet Westerly of and parallel with the Westerly right of way of the Pullman Railroad aforesaid with a line 950.0 feet North of (at right angles measurement) and parallel with the South line of said Southwest 1/4; thence South 45 degrees 20 minutes 21 seconds East in said Southwest right of way line 15.25 feet to said point of intersection 950 feet North and 30 feet Westerly of said railroad; thence South 19 degrees 44 minutes 54 seconds West 26.07 feet to a point on said line 925.46 feet North of and parallel with said South line which is 38.93 feet East of the point of beginning; thence West in said parallel line 38.93 feet to the point of beginning, in Cook County, Illinois.

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