NOTE AND MORTGAGE
MODIFICATION AGREEMENT

92988096

THIS NOTE AND MORTGAGE MODIFICATION AGREEMENT ("Agreement") is made as of the 22nd day of December, 1992 by and between **PHOENIX HOME LIFE MUTUAL INSURANCE COMPANY** (formerly known as Phoenix Mutual Life Insurance Company), a New York corporation, having an office at One American Row, Hartford, Connecticut 06115 ("Phoenix"), and **INDEPENDENT TRUST CORPORATION**, an Illinois corporation, not personally but solely as Trustee under a Trust Agreement dated October 22, 1987 and known as Trust No. 20019 (the "Trust"), and **REALTY ACQUISITION LTD.** (formerly known as ITC Realty Acquisition Ltd.), an Illinois corporation ("Realty Acquisition")(the Trust and Realty Acquisition being hereafter collectively referred to as "Borrower")

RECITALS:

A. Realty Acquisition is the sole beneficiary of the Trust.

B. On January 10, 1989, Phoenix made a loan in the amount of Fourteen Million Five Hundred Thousand Dollars ($14,500,000) (the "Loan") to Borrower, as evidenced by a Promissory Note (Illinois Form) ("Note") in the amount of $14,500,000.00 executed by the Trust payable to Phoenix, which is secured by, among other things, a Mortgage (Illinois Form) dated January 10, 1989 ("Mortgage") and an Assignment of Rents and Leases (Illinois Form) dated January 10, 1989, which were recorded in the Office of the Cook County, Illinois, Recorder on January 11, 1989 as Doc. Nos. 89-015501 and 89-015502, respectively, encumbering certain property ("Property") recited in the Mortgage. (Exhibit "A" hereto is a legal description of the land described in the Mortgage.)

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C. A portion of the proceeds of the Loan was used to reduce the indebtedness of Borrower to Exchange National Bank of Chicago (now known as LaSalle National Bank)("LaSalle") to One Million Dollars ($1,000,000) (the "Exchange Loan"), and LaSalle and the Trust entered into an Amended and Restated Mortgage reducing the indebtedness secured by such mortgage encumbering the Property to One Million Dollars. Such Amended and Restated Mortgage of LaSalle was recorded in the Office of the Cook County, Illinois Recorder on January 11, 1989, as Doc. No. 89-015503.

D. Phoenix and LaSalle entered into a certain Subordination Agreement dated as of January 10, 1989 (the "Subordination Agreement"), which was recorded in the Office of the Cook County, Illinois Recorder on January 11, 1989, as Doc. No. 89-015505, pursuant to which LaSalle subordinated the Exchange Loan to the Loan of Phoenix.

MAIL TO

Prepared By & Mail To D. Kopp
Greenberger Krauss et al
180 N. LaSalle
Chicago 60601

17-09-443-0
17-09-443-007

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E. As of December 1, 1992, the outstanding and unpaid principal balance of the Loan is $14,500,000.

F. The parties hereto desire to modify the terms of the Note and Mortgage by changing the interest rate and as otherwise amending the Note and Mortgage as contained herein.

G. Contemporaneously herewith, Phoenix, Borrower and Caraher Management Corporation, an Illinois corporation, as escrow agent ("Escrow Agent"), are entering into an escrow agreement ("Escrow Agreement") creating an escrow ("Escrow"), for purposes hereinafter described.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Modification of Note. The interest rate provisions of the Note and the payment provisions of the Note are hereby partially amended as follows:

(a) From January 1, 1992, continuing to and including December 31, 1992, in full payment of all interest earned and payable on the Note for such period, Borrower shall pay to Phoenix the sum of $338,750.00. Phoenix acknowledges that it has received said interest for the 1992 calendar year and Phoenix agrees that for such period, no other interest shall accrue, be earned or payable on the Note.

(b) As of January 1, 1993, continuing to and including December 31, 1993, the outstanding principal balance of the Note shall bear fixed interest at the rate of five and three-fourths percent (5.75%) per annum; and from January 1, 1994, continuing to and including December 31, 1994, the outstanding principal balance of the Note shall bear fixed interest at the rate of five and six tenths percent (5.6%) per annum; and from January 1, 1995 continuing to and including December 31, 1995, the outstanding principal balance of the Note shall bear fixed interest at the rate of five and three-fourths percent (5.75%) per annum; and from January 1, 1996 continuing to and including February 1, 1996, the outstanding principal balance of the Note shall bear interest at the rate of six and three-eighths percent (6.375%) per annum (collectively "Fixed Interest"). When the Loan is in default, whether by acceleration or otherwise, or after the maturity date, all principal shall bear interest at a rate that is two percent (2%) per annum in excess of the "Regular Rate" defined and stated in the Note as ten and one-half percent (10.5%).

(c) As of January 1, 1993, continuing to and including February 1, 1996, the outstanding principal balance of the Note shall also bear contingent simple interest at

the rate of ten percent (10.0%) per annum, but in no event in excess of the highest rate permitted by applicable law ("Contingent Interest").

(d) Fixed Interest only payments shall be due and payable commencing on January 1, 1993 and continuing on the first day of each month thereafter to and including January 1, 1996, in a sum equal to one twelfth (1/12) of the product of the Fixed Interest rate then in effect multiplied by the then unpaid principal balance of the Note. On February 1, 1996, all unpaid principal and accrued interest shall be due and payable.

(e) All Contingent Interest shall be due and payable solely out of the Escrow Account (as hereinafter defined in subparagraph 1(m) below) and "Proceeds" (as hereinafter defined in subparagraph 1(g) below) and at the times specified in subparagraphs 1(g) and 1(m) below.

(f) If the calendar quarterly "Net Cash Flow" (as hereinafter defined) derived from the operation of the Property during any calendar quarter falling within the time period of January 1, 1993, continuing to and including December 31, 1995, is a positive monetary sum, then such positive monetary sum to the extent of any Contingent Interest due, shall be paid by Borrower to Phoenix no later the fifteenth (15th) day following the end of each calendar quarter. For purposes of this Agreement, "Net Cash Flow" is defined as "Gross Cash Flow" less "Gross Expenses". For purposes of this Agreement, "Gross Cash Flow" is defined as the total of all amounts actually received by Borrower, on a cash basis, during a given calendar quarter, with respect to or derived from the ownership, operation, management, leasing and occupancy of the Property, excluding insurance proceeds (except proceeds from rent loss or business interruption insurance), refinancing proceeds and security and other refundable deposits until forfeited or applied, but including, without limitation, all amounts paid by tenants of the Property as rent and all amounts paid to reimburse Borrower for the cost of operating and maintaining the Property. For the purposes of this Agreement, "Gross Expenses" is defined as the sum of the following items to the extent that they are paid (or set aside in the case of a reserve approved in writing by Phoenix), on a cash basis, during the calendar quarter in question: (i) installments of Fixed Interest; (ii) actual and bona fide operating expenses and real estate taxes with respect to the Property, substantiated by submitted receipts, excluding the following: distributions to or draws by the Trust or Realty Acquisition or any of the Trust's or Realty Acquisition's principals, partners or to any vendor, supplier or provider of service or goods to the Property in which the Trust or Realty Acquisition or any of its partners or principals possess a controlling ownership interest in the operations of such entity; debt service on encumbrances junior to the Mortgage (including, without limitation, the Exchange Loan), costs of tenant improvements and leasing commissions and capital improvements other than tenant improvements and leasing commissions which are covered in (iii) below and capital improvements that are covered in (iv) below, but including management, supervisory or administrative fees or disbursements to First Management Realty Corporation, an Illinois corporation (which is an affiliate of Realty Acquisition), which management, supervisory or administrative fees or disbursements shall not to exceed a total of two and one-half percent

(2.5%) of Gross Flow per calendar quarter; expenses for real estate taxes, assessments and insurance (or escrowed deposits for the same as required by the Mortgage), utilities, security, supplies, repairs, landscaping, maintenance, advertising and promotion, accounting, audit, licenses, attorney's fees for leasing matters and any other reasonable and customary expenses associated with the management and operation of the Property; (iii) costs of tenant improvements and leasing commissions at market rates paid to third parties under arms' length leasing agreements ("Tenant Improvements" and "Leasing Commissions" respectively); and (iv) capital improvement expenses approved by Phoenix in writing and in advance.

(g) For purposes herein, the term "Proceeds" shall mean:

(1) In the event of a sale of the Property to a third party buyer ("Sale") not affiliated with the Trust or Realty Acquisition or any partner or affiliate thereof in any way (such status as partner or affiliate to be determined in Phoenix' sole discretion) the gross proceeds of whatever form or nature, including without limitation cash, the outstanding balance of any financing then encumbering the Property which will remain as a lien on the Property following such Sale (not including the loan evidenced by the Note which shall be due and payable upon any such sale) and the cash equivalent or the fair market value of any non-cash consideration received in lieu of cash including the present value of any promissory note received as part of the proceeds of such sale (such present value to be determined by an independent certified public accountant selected by Borrower and satisfactory to Phoenix if Borrower and Phoenix are unable to agree upon the present value within ten [10] days following the date of such sale) payable directly or indirectly to or for the benefit or account of the Borrower, or any partner or affiliate thereof, and including with respect to a condemnation or taking in eminent domain of any part of the Property or any interest therein, or a conveyance in lieu thereof, the entire condemnation award of compensation payable in connection with such taking or conveyance (including without limitation any amounts attributable to the value of any unexpired lease which are otherwise payable to an affiliate of Borrower or of any constituent partner of Borrower); or

(2) In the event of any other sale or an involuntary sale following a default, the entire amount of the fair market value of the Property determined pursuant to the appraisal procedures hereinafter described and in the event of a refinance, the amount of the refinancing or 75% of the fair market value of the Property determined pursuant to the appraisal procedures hereinafter described.

(h) In the event of a Sale where all Contingent Interest will not be paid in full, the Borrower shall send Phoenix a copy of the purchase and sale agreement between Borrower and the buyer together with all of the entity documents of the buyer showing the principals hereof along with any request for a payoff statement and/or release of the Mortgage. At any time when it shall be necessary to determine the appraised value of the Property or any

portion thereof pursuant to this Agreement, the fair market value of the entire Property shall be determined pursuant to subparagraph 1(i) below.

(i) In the event of any other sale or refinance under subparagraph 1(g)(2) above where the Contingent Interest will not be paid in full, the appraised value of the Property shall be determined as provided herein. Along with any request for a payoff statement and/or release of the Mortgage, the Borrower shall send Phoenix the name and address of the person designated to act as appraiser on its behalf, which appraiser shall be acceptable to Phoenix. Such appraiser shall prepare and complete an M.A.I. appraisal of the Property within thirty days. Borrower shall pay the costs of such appraiser. As soon as the first appraiser knows at what final value he will appraise the Property, he shall notify Phoenix and Borrower. If Phoenix does not agree with the value determined by such first appraiser, Phoenix shall chose its own appraiser within five (5) days of such notice, which second appraiser shall prepare and complete an M.A.I. appraisal of the Property within thirty (30) days. As soon as such second appraiser knows at what final value he will appraise the Property, he shall notify Borrower and Phoenix. Phoenix shall have the right, if it chooses, to accept the first appraiser's value and to reject its own appraiser's value. Borrower shall pay the reasonable costs of such second appraiser. So long as Phoenix has not rejected such second appraiser's value, within seven (7) days after the second appraiser has determined at what final value he will appraise the Property, the first and second appraisers shall meet and attempt to agree upon a single value of the Property. If, at such meeting such two appraisers shall not be able to agree upon a single value, they shall themselves appoint a third appraiser; and in the event of their being unable to agree upon such appointment within 5 days after the time aforesaid, the third appraiser shall be selected by the parties themselves if they can agree thereon within a further period of 5 days. If the parties do not so agree, then either party, on behalf of both, may apply to any court of general jurisdiction for the appointment of such third appraiser, and the other party shall not raise any question as to the court's full power and jurisdiction to entertain the application to obtain the appointment of the third appraiser and make the appointment. The third appraiser shall prepare and complete an M.A.I. appraisal of the Property within thirty days. As soon as such third appraiser knows as what final value he will appraise the Property, he shall notify Borrower and Phoenix. Borrower shall pay the costs of such third appraiser. If the appraised values listed by all three appraisals are greater than 5% different from one another, then the appraised value in the middle shall be deemed to be the true value of the Property. If the appraised value given by two appraisals are within 5% of each other, but the third is not, then the true value of the property shall be deemed to be the average of such two appraised values and the third appraised value shall not be counted. If all three appraisals are within 5% of each other, then the true value of the property shall be deemed to be the average of all three appraised values. This manner of determining appraised value shall in all cases be binding and conclusive upon the Borrower and Phoenix. Notwithstanding the foregoing, if an involuntary sale following a default occurs, and Phoenix has not been paid all of the principal, Fixed Interest, Contingent Interest and other charges due hereunder, then Phoenix alone shall select an appraiser whose decision shall be binding and conclusive upon the parties. Each appraiser shall be an M.A.I. appraiser with at least seven (7) years experience appraising commercial office buildings in the

greater metropolitan Chicago area. In making any such determination of fair market value, the rental, if any, then payable with respect to the Property shall not be conclusive evidence of fair market value, and the appraisers shall include as part of the fair market value of the Property the value of the leasehold estate(s) owned by any affiliate of the Trust or Realty Acquisition or of any constituent general partner of the Trust or Realty Acquisition to the extent that such value is attributable to any terms or conditions of such leases which are less favorable to the lessor than could reasonably have been obtained at the time such leases were executed from an unrelated third party in an arms' length transaction for similar space and for the same term in the area.

(j) Notwithstanding any of the foregoing provisions or any other provision of this Agreement, Phoenix shall in no event be liable to Borrower for any reduction in the fair market value of the Property. If at any time it is calculated, Contingent Interest shall be a negative amount, Phoenix shall in no way be liable for such amount and there shall be no deduction or offset for such negative amount at any time when Contingent Interest shall be subsequently calculated.

(k) Phoenix shall have the right, at Phoenix's sole discretion, to elect at any time to receive less than the full amount of Contingent Interest which would be payable by Borrower to Phoenix in accordance with the foregoing provisions. Phoenix shall exercise such election by delivery of written notice so stating, which notice may state that Phoenix elects to receive any fraction of the Contingent Interest that would otherwise be payable (as specified in such notice). Any such election by Phoenix shall not impair Phoenix' right, power or remedy which Phoenix may otherwise have with respect to the Note or the Mortgage, nor shall any such election be construed as a waiver of any such rights, powers or remedies.

(l) Borrower and Phoenix intend that the relationship between them shall be solely that of creditor and debtor. Nothing contained in this Agreement or in any other document or instrument made in connection with the loan evidenced by the Note, including without limitation Phoenix's right to receive Contingent Interest, shall be deemed or construed to create a partnership, tenancy-in-common, joint tenancy, joint venture or co-ownership by or between Borrower and Phoenix. Phoenix shall not be in any way responsible or liable for the debts, losses, obligations or duties or Borrower with respect to the Property or otherwise. All obligations to pay real property or other taxes, assessments, insurance premiums and all other fees and charges arising from the ownership, operation or occupancy of the Property and to perform all leases and other agreements and contracts relating to the Property shall be the sole responsibility of Borrower. Borrower at all times consistent with the Note, Mortgage or other documents executed in connection therewith, shall be free to determine and follow its own policies and practices in the conduct of its business on the Property.

(m) Contemporaneously with the execution hereof, Borrower shall deposit the sum of Sixteen Thousand Dollars ($16,000.00) into the escrow account ("Escrow Account") established pursuant to the terms of the Escrow Agreement, and Borrower shall

withdraw from the Escrow Account for payment of a portion of the costs of this Loan restructuring the amounts provided for pursuant to Section 1 of the Escrow Agreement. If the Fixed Interest, Tenant Improvements and Leasing Commissions incurred from the operation of the Property during any given calendar quarter from January 1, 1993, to and including December 31, 1995, are greater than the Gross Cash Flow derived from the operation of the Property during the same corresponding calendar quarter from January 1, 1993 to and including December 31, 1995 ("Deficit"), then a sum equal to the amount of the Deficit shall be withdrawn from the Escrow Account, disbursed to the Borrower and be applied by the Borrower to the Fixed Interest, Tenant Improvements and Leasing Commissions (in the order of priority and to the extent approved in advance in writing by Phoenix) so that the Deficit for said calendar quarter is reduced to zero (or as close to zero as possible). Net Cash Flow from the date hereof until December 31, 1995, shall be paid to Phoenix to the extent of Contingent Interest due. In addition, Borrower shall cause the additional amount (the "Additional Monthly Escrow Deposit") of Eight Thousand Dollars ($8,000) to be deposited into the Escrow for each and every month commencing with the month of January of 1993 and ending with the month of December of 1995. The funds for the Additional Monthly Escrow Deposit shall be derived from sources of capital other than Gross Cash Flow or any other revenues of or from the Property. Notwithstanding the foregoing, in the event that all Contingent Interest is paid in full on December 31, 1995 or thereafter, then the Escrow Agreement shall terminate and all remaining funds in the Escrow Account, after the payment of the fees and expenses of Escrow Agent, shall be paid to the Borrower and the Borrower shall no longer have to place any sums in the Escrow Account. In the event that there is any unpaid then due Contingent Interest, the portion of the Escrow Account necessary to pay said Contingent Interest shall be disbursed to Phoenix on the earlier of February 1, 1996, or on the date that the events in Section 1(g)(1) or Section 1(g)(2) occur or on the date the Note is paid in full.

(n) Failure by Borrower to timely deposit into the Escrow any Additional Monthly Escrow Deposit as of when due, shall constitute a default under the Note entitling the Holder (as defined in the Note) to exercise all rights and remedies provided for therein. Such remedy shall be the sole remedy of Phoenix against Realty Acquisition for such failure to timely deposit into the Escrow one or more Additional Monthly Escrow Deposits.

(o) Notwithstanding anything to the contrary in the Note, the Note may be prepaid in whole, but not in part, on the first day of any month upon giving Phoenix thirty (30) days prior written notice of the intent to prepay in full without the payment of any premium as referenced on the bottom of page one and the top of page two of the Note.

2. Modification to Mortgage. The Mortgage is amended as follows:

(a) In addition to securing the principal balance and Fixed Interest and other payments required by the Borrower under the Note, the Mortgage shall secure the Contingent Interest due under the Note as described in this Agreement.

(b) In addition to the annual financial statements required to be delivered to Phoenix pursuant to Section 16 of the Mortgage, (i) Borrower must deliver to Phoenix, no later than the fifteenth (15th) day following each calendar quarter, an unaudited financial statement prepared by Borrower and certified as to accuracy by the chief financial officer of Realty Acquisition. Said financial statement shall set forth information sufficient (as determined by Phoenix) to calculate the Net Cash Flow from the operation and rental of the Property for the preceding calendar quarter (e.g., the statement due by April 15th in a particular year shall cover the Net Cash Flow received by Borrower during the preceding January, February and March etc.), and (ii) Borrower must deliver to Phoenix the following information prior to spending any Gross Cash Flow to pay for tenant improvements or leasing commissions with respect to the Property: (A) copies of all invoices to be paid with respect to all tenant improvement work completed and/or leasing commissions earned with respect to space in the improvements on the Property; (B) an affidavit from the President of Realty Acquisition confirming that (1) the invoices submitted cover all costs to date of construction and/or leasing commissions with respect to the space in question, (2) Borrower will promptly pay all such invoices and (3) no liens will attach to the Property as a result of the tenant improvement work or leasing commissions in question; and (C) lien waivers from each supplier, materialman, contractor and subcontractor supplying work or materials in connection with the tenant improvement work in question and a release from each broker receiving a leasing commission.

(c) Phoenix and its authorized agents shall have the right to audit Borrower's books and records at Borrower's expense not to exceed $5,000.00 on a yearly basis, and Phoenix, or its authorized agents may audit the books and records of Borrower at any other time at Phoenix' own expense.

(d) Borrower hereby grants to Phoenix a continuing security interest in all of Borrower's right, title and interest in , to and under the Escrow Account, all instruments, securities, documents, accounts, general intangibles, money and other property and contents therein and thereof, and all rights relating thereto and proceeds therefrom and thereof, including, without limitation, the deposits made into the Escrow Account from time to time in the possession or control of the Escrow Agent, all books and records relating to the types and items of property described in the foregoing clause and all proceeds (whether cash or noncash) and products of the property described in the foregoing clause and all replacements and substitutions therefor and all additions and accessions thereto.

(e) Failure by Borrower to timely deposit into the Escrow any Additional Monthly Escrow Deposit as and when due, shall constitute an Event of Default under the Mortgage entitling the Holder of the Note to exercise all rights and remedies provided for in the Note and Mortgage.

3. Waiver and Release. The Trust and Realty Acquisition hereby waive any and all claims that either of them might have against Phoenix for anything that might have occurred on or before the date of this Agreement, and the Trust and Realty Acquisition hereby

release Phoenix, its owners, directors, officers and employees from all acts or omissions that have occurred on or before the date of this Agreement. The Trust and Realty Acquisition hereby confirm that they have received good and valuable consideration for the waiver and release provided for in the preceding sentence of this Section 3.

4. Full Force and Effect. Except as expressly modified and amended herein, all provisions of the Note and Mortgage shall remain in full force and effect, including all rights and remedies reserved to Phoenix in the event of a default.

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

6. Grant of Security Interest. Without limiting anything set forth in the Mortgage or in any other document securing the Loan and/or Borrower's obligations to Phoenix in respect of the Loan, Borrower hereby grants Phoenix a security interest in and lien on all monies from time to time deposited into the Escrow or the Escrow Account, and all earnings thereon and proceeds thereof, as security for the repayment of the Loan.

7. Liability of Realty Acquisition. Nothing contained in this Agreement or in the Escrow Agreement or in any document delivered as part of the Loan restructuring contemplated by this Agreement shall impose on Realty Acquisition any personal liability, or expand any personal liability of Realty Acquisition, beyond the personal liability of Realty Acquisition (if any) that already exists pursuant to the provisions of the Note, Mortgage, and the other documents that secure the Loan and/or Borrower's obligations to Phoenix in respect to the Loan.

This Agreement is signed by INDEPENDENT TRUST CORPORATION not individually but solely as Trustee under a certain Trust Agreement known as Trust No. 20019 [illegible] TRUST CORPORATION, [illegible] or otherwise in said property is hereby [illegible] parties hereto and their respective successors and assigns.

This Agreement is signed by INDEPENDENT TRUST CORPORATION not individually but solely as Trustee under a certain Trust Agreement known as Trust No. _____. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee or any person interested beneficially or otherwise in said property which may result hereunder, shall be satisfied only out of any trust property which may be held [illegible] personal liability of INDEPENDENT [illegible] interested beneficially [illegible] by the [illegible] agreements.

All representations and undertakings of INDEPENDENT TRUST CORPORATION as trustee as aforesaid and not individually ~~(no three of the beneficiaries only)~~ and no liability is assumed by or shall be asserted against the INDEPENDENT TRUST CORPORATION personally as a result of the signing of this instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year first written above.

Phoenix

PHOENIX HOME LIFE MUTUAL INSURANCE COMPANY
(formerly known as Phoenix Mutual Life Insurance Company), a New York corporation

By: _____
Print Name: Lawrence P. Fleming
Title: Second Vice President

Borrower

INDEPENDENT TRUST CORPORATION, an Illinois corporation, not personally but as Trustee as aforesaid

By: _____
Print Name: _____
Title: Gary J. Irwin, Trust Officer

Attest: _____
Print Name: _____
Title: DAVID L. SHOUP
TRUST OFFICER

REALTY ACQUISITION LTD. (formerly known as ITC Realty Acquisition Ltd.), an Illinois corporation

By: _____
Print Name: LAWRENCE W. CARRIOTTI
Title: PRESIDENT

Attest: _____
Print Name: JACK L. HARGROVE
Title: SECRETARY

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12/21/92

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STATE OF CONNECTICUT)
) SS. Hartford
COUNTY OF HARTFORD)

I, Maria E. Herrera, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Laurence P. Fleming, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as Second Vice President of PHOENIX HOME LIFE MUTUAL INSURANCE COMPANY, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own, free and voluntary act and as the free and voluntary act of PHOENIX HOME LIFE MUTUAL INSURANCE COMPANY for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of December, 1992.

Maria E. Herrera
Notary Public

My Commission Expires:
MARIA E. HERRERA
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 1997

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Gary J. Irwin, Trust Officer, the _____ of INDEPENDENT TRUST CORPORATION, an Illinois corporation, and _____, the _____ of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such corporation's Gary J. Irwin, Trust Officer and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth and the said instrument.

GIVEN under my hand and notarial seal this 29th day of December, 1992.

Notary Public

My Commission Expires:

April 24, 1996

"OFFICIAL SEAL"
Carolyn Johnson
Notary Public, State of Illinois
My Commission Expires 4/24/96

92588036

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Tracy M. Urso, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Laurence N. Capriotti, the President of REALTY ACQUISITION LTD., and Jack L. Harrove, the Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such President and 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 and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of December, 1992.

Tracy M. Urso
Notary Public

"OFFICIAL SEAL"
TRACY M. URSO
Notary Public, State of Illinois
My Commission Expires Dec. 19, 1995

My Commission Expires:
December 19, 1995

92958056

Exhibit A

Legal Description

LOT 1 IN BLOCK 41 IN ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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