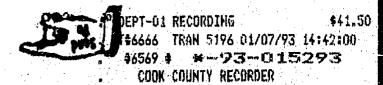
Mintiagy

This instrument was prepared by the attorney described below in consultation with counsel in the State in which the Property is located and, when recorded, the recorded counterparts should be returned to:

93015293

Andrew J. Weiner, Esq. Morriso, & Foerster 1290 Avarue of the Americas New York, NY 10104



#### COLLATERAL ASSIGNMENT

Enhassy Plaza)

THIS COLLATERAL PSSIGNMENT (this "Assignment") dated as of December 30, 1992 by HELLER REAL ESTATE LOAN, INC., a Delaware corporation, having an address at c/o Heller Real Estate Financial Services, 500 West Monroe Street, Chicago, Illinois 60661, (the "Assignor"), to U S WEST FINANCIAL SERVICES, INC., a Colorado corporation, having an address at One Canterbury Green, 210 Broad Street, P.O. Box 120013, Stamford, CT 06912-0013 (the "Assignee").

FOR VALUE RECEIVED, the Assignor des hereby SELL, ASSIGN, TRANSFER, SET OVER and DELIVER unto the Assignee, and does hereby GRANT unto the Assignee a CONTINUING SECURITY INTEREST IN:

- A. All of the Assignor's right, title and interest in and to the following documents and instruments evidencing, governing, securing and pertaining to the "Loan" made by the "Borrower" in respect of the "Project" (each as defined in Exhibit A attached hereto and made a part hereof):
  - 1. All instruments evidencing the obligations, liabilities, debts, claims and/or indebtedness of the Borrower to the Assignor by means of various mesne assignments in connection with the Loan; and

415g

Volume 1

SECTION,

Property or Coot County Clerk's Office

- 2. All instruments executed and delivered by or for the benefit of the Borrower encumbering, or creating a lien upon, the "Property" (as legally described in Exhibit B attached hereto and made a part hereof) to or for the benefit of the Assignor, as security for repayment of the Loan; and
- 3. All guaranties, insurance policies, affidavits, certificates, security agreements and other documents evidencing or securing the Loan; and
- 4. All assignments and/or pledges, if any, whether direct or collateral, made by the Borrower to the assignor, or leases, rents, beneficial or equitable interests, proceeds, royalties, contracts, plans, specifications, representation, warranties, permits, licenses, reserves, holdbacks, escrows, stocks, bonds and such other assignments of collateral that evidence and/or secure the Loan; and
- 5. All other documents, title insurance policies, financing statements, securities, or agreements, executed and/or delivered by and/or on behalf of the Borrower in favor of the Assignor, evidencing and/or securing the Loan; and
- B. All of the foregoing are collectively referred to herein as the "Loan Documents", including, without limitation, the items more particularly described in Exhibit C attached hereto and made a part hereof, as all of the same may have been amended, modified or assigned.

TO HAVE AND TO HOLD the same unto the Assignee and its successors and assigns forever.

This Assignment is executed and delivered pursuant to, and is subject to, the provisions of that certain Pledge and Security Agreement dated as of December 20, 1992 between the Assignor and the Assignee and all amendments, supplements, consolidations, replacements, extensions, renewals and other modifications thereof (the "Pledge and Security Agreement").

The Assignor hereby makes and grants to the Assignee as representations, warranties, covenants, agreements, rights and remedies under this Agreement only those representations, warranties, covenants, agreements, rights and remedies set forth in the Pledge and Security Agreement all of which are incorporated herein by reference.

No provision of this Assignment shall be modified, waived or terminated unless the same shall be in writing signed by the Assignee.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as of the date first above written.

1000 Ox COOX HELLER REAL ESTATE LOAN, INC., a Delaware Corporation

By:

CHAPMAN Title: Danier Vice Mesident

Property of Cook County Clerk's Office

STATE OF New York SS

I. Charlin K. Byle , a
Notary Public in and for said County, in the State afordshid, DO HEREBY CERTIFY, that
personally known to like to be the providence of
personally known to me to
be the Assistant Secretary of said Corporation, whose
· · · · · · · · · · · · · · · · · · ·
TO THE PERSON OF
TO A TATAMANAN WAA CATO INSTITUMBUL DO DOOTANT T
TALL TO A CONTRACT OF CONTRACT OF BOLIC COLUMN TO THE CONTRACT OF THE CONTRACT
act and deed of said Corporation, for the uses and purposes
act and dead of said tory
therein set forth.
day of December, A.D. 1992.
The state of the s
day of Typraman, A.D. 1900
Mailen Killy &
Malin K. B. a.  Notary Public

My Commission Expires:

CHARLINE K. BOYLE Notary Public, State of New York No. 4971476

Qualified in New York County Commission Expires, September 4, 1982 94 90015295

Stopenty of Colling Clenty

Stopen 100 Annual Clenty

Stopen 100 Annua

#### Embassy Plaza

#### EXHIBIT A

PROPERTY:

1933 North Meacham Road, Schaumburg, Illinois

(the "Project").

LOAY AMOUNT:

\$20,300,000. The "Loan" as evidenced by Promissory Note, dated December 22, 1988 as modified by Modification Agreement, dated August 15, 1991 by American National Bank and Trust Company of Chicago as Trustee under Land Trust Agreement, dated December 15, 1988 (Trust No. 107177-00), (the "Borrower") and 55

Equities and joined by Netzky Economic Transactions Corporation, payable to Heller

Financial, Inc.

Property of Cook County Clerk's Office

#### LEGAL DESCRIPTION OF MORTGAGED PROPERTY

Permanent Index Numbers: 07-01-101-008-0000 07-12-101-023-0000

Commonly known as: 1933 North Meacham Road, Schaumburg, Illinois

PARCEL 1:

LOT 2 IN THE RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 1 AND PART OF THE NORTH 1/2 OF SECTION 12, IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED OCTOBER 6, 1982 AS DOCUMENT NO. 26374113, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS GREATED BY ARTICLE IV OF THE DECLARATION OF PROTECTIVE COVENANTS, RECORDED MARCH 28, 1980 AS DOCUMENT NO. 25406331, FOR INGRESS AND EGRESS AND UTILITIES UPON, OVER, ALONG, AND ACROSS "DRUMMER DRIVE" AS DEFICTED ON EXHIBIT 3 OF DOCUMENT NO. 25406331.

#### PARCEL 3:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SLT FORTH IN PARAGRAPH 1 OF THE DECLARATION OF EASEMENTS FOR RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, FOR THE PURPOSE OF INGRESS AND EGRESS UPON, OVER, ALONG AND ACROSS THE AREAS DESIGNATED AS "ACCESS AND CIRCULATION ROADS AND SIDEWALKS" ON EXHIBIT B OF DOCUMENT NO. 26442124 AND CREATED BY DEED RECORDED DECEMBER 17, 1982 AS DOCUMENT NO. 26442125.

#### PARCEL 4:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURIENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY ARTICLE IV OF THE DECLARATION OF PROTECTIVE COVENANTS RECORDED MARCH 28, 1980 AS DOCUMENT NO. 25406331 FOR DRAINAGE OVER AND UPON THE "STORM WATER DEISNION AREAS" AS DEPICTED ON EXHIBIT 3 OF DOCUMENT NO. 25406331.

#### PARCEL 5:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 UPDN, OVER, UNDER, ALONG AND ACROSS THOSE PARTS OF LOTS 3, 4, 5 AND 6 AS SET FORTH ON THE PLAT OF SUBDIVISION OF WALDEN INTERNATIONAL, RECORDED JANUARY 30, 1980 AS DOCUMENT NO. 25342431, WITHIN THE AREAS MARKED "UTILITY EASEMENTS" AND UPON, OVER, UNDER, ALONG AND ACROSS THOSE PARTS OF LOTS 1 AND 3 AS SET FORTH ON THE PLAT OF RESUBDIVISION OF LOTS 1 AND 2 OF WALDEN INTERNATIONAL, RECORDED OCTOBER 6, 1982 AS DOCUMENT NO. 26374113, WITHIN THE AREAS MARKED "UTILITY EASEMENTS HEREBY DEDICATED" AND "EXISTING UTILITY EASEMENTS", FOR THE PURPOSES OF SEWER, GAS AND WATER SERVICES.

#### PARCEL 6:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 UPON, OVER, UNDER, ALONG AND ACROSS THOSE PARTS OF LOTS 1 AND 3 OF THE RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, AS SET FORTH IN THE DECLARATION OF EASEMENTS FOR RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, FOR CONSTRUCTING, UTILIZING, REPAIRING, HAINTAINING AND RECONSTRUCTING "UTILITY LINES" AS DEPICTED IN EXHIBIT C OF SAID DECLARATION RECORDED DECEMBER 17, 1982 AS DOCUMENT NO. 26442124 AND AS CREATED BY DEED RECORDED DECEMBER 17, 1982 AS DOCUMENT NO. 26442125, ALL IN COOK COUNTY, ILLINOIS.

Property or Cook County Clork's Office

#### Embassy Plaza

#### EXHIBIT C

- Mortgage, Security Agreement and Assignment of Leases and Rents, dated December 22, 1988 by American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated December 15, 1988 known as Trust Number 107177-00 (the "Mortgagor"), and Heller Financial, Inc. (the "Mortgagee"), recorded on December 28, 1988 in the office of the Recorder of December 28, 1988 in the office of the Recorder of December 28, 1988.
- Assignment of Leases and Rents, dated December 22, 1988 and recorded December 28, 1988 as Document No. 88596807 made by the Mortgagor.
- Modification Agreement, dated August 15, 1991
  between Mortgagor and Mortgagee recorded September
  9, 1991 as Document No. 91464229 with the Cook
  County Recorder of Deeds Office.

Property of Cook County Clerk's Office