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COOK COUNTY, ILLINOIS
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94552884 THIS DOCUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:

Elaine L. Quick
Textron Financial Corporation
2585 Washington Road, Suite 233
Pittsburgh, Pennsylvania 15241

AGREEMENT OF SECOND MODIFICATION OF NOTE, MORTGAGE
AND OTHER LOAN DOCUMENTS

THIS AGREEMENT OF SECOND MODIFICATION OF NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS (this "Agreement") is made effective as of the 1st day of December, 1993, by and among (i) AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally, but solely as Trustee under that certain Trust Agreement dated October 23, 1979, and known as Trust No. 48032 (said bank in its capacity as Trustee under the above mentioned Trust and not personally, being herein referred to as "Borrower"), (ii) THE FISHER BUILDING LIMITED PARTNERSHIP, an Illinois limited partnership (said partnership being herein referred to sometimes as either "Beneficiary" or "Guarantor") and (iii) TEXTRON FINANCIAL CORPORATION, a Delaware corporation (said corporation together with its successors and assigns, including each and every holder from time to time of the "Note" (as hereinafter defined) being hereinafter referred to as "Lender").

RECITALS:

A. Borrower, at the direction of Beneficiary, made, executed and issued a Promissory Note dated November 2, 1989 (the "Original Note"), in the principal sum of Two Million Six Hundred Thousand and No/100 Dollars (\$2,600,000.00) in favor of Lender.

B. The Note is secured by that certain Junior Mortgage, Security Agreement and Financing Statement dated November 2, 1989, and recorded November 3, 1989, in the office of the Recorder of Deeds, Cook County, Illinois as Document Number 89522809 (the "Original Mortgage") made by Borrower, at the direction of Beneficiary, in favor of Lender, mortgaging and conveying, and granting a security interest in, the property situated in Cook County, Illinois, and more particularly described on Exhibit A attached hereto and made a part of this Agreement and commonly known as 343 South Dearborn Street, Chicago, Illinois (the "Property").

C. The Note is further secured by (i) a Guaranty Agreement (the "Original Guaranty"), dated as of November 2, 1989, executed by Guarantor, (ii) a Junior Collateral Assignment of Leases and Security Agreement dated as of November 2, 1989, and recorded

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on November 3, 1989, in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 89522810 made by Borrower and Beneficiary in favor of Lender (the "Original Assignment of Leases"), and (iii) the other documents and instruments described in Exhibit B attached hereto and made a part of hereof (the "Original Other Security Documents"). The Original Note, the Original Mortgage, the Original Guaranty, the Original Assignment of Leases, the Original Other Security Documents and all other documents and instruments made and entered into in connection with the foregoing are herein collectively referred to as the "Original Loan Documents".

D. Lender, Borrower and Beneficiary have heretofore modified the terms of the Original Loan Documents as evidenced and secured by that certain Agreement of Modification and Extension of Note, Mortgage and Other Loan Documents, dated as of January 1, 1992 and recorded in the office of the Recorder of Deeds, Cook County, Illinois as Document No. 92616904 (the "First Modification"). The Original Note, Original Mortgage, Original Guaranty, Original Assignment of Leases and the Original Other Security Documents, as modified by the First Modification, are hereinafter referred to as the Note, Mortgage, Guaranty, Assignment of Leases and Other Security Documents. The Original Loan Documents, the First Modification (as hereinafter defined), this Agreement, and all amendments, modifications and supplements to any or all of the aforementioned documents are hereinafter collectively referred to as the "Loan Documents".

E. Beneficiary, for itself and on behalf of Borrower, has requested Lender, and Lender is willing, to further modify the terms of the Note, the Mortgage and the other Loan Documents subject to and in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth, and also in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to Lender by Borrower and Beneficiary, it is agreed as follows:

1. Definitions. All capitalized terms used herein and not herein defined shall have the meanings ascribed to such terms in the Note or the Mortgage.

2. Agreed Rate. The term Agreed Rate, as defined in paragraph I.A. of the Original Note and as used in the Loan Documents is deleted and the following substituted therefore:

I.A. "Agreed Rate" means a rate of interest equal to Net Cash Flow (as hereinafter defined), in no event to exceed the maximum rate of interest permitted by law.

3. Pay Rate. The term Pay Rate is set forth in the Modification and as used in the Loan Documents is hereby deleted.

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4. Payments on Account of the Credit and Interest. Paragraph 4 of the Modification is deleted in its entirety and the following substituted in lieu thereof:

Maker shall pay to Payee "Net Cash Flow Payments" (as such term is defined below) on the first day of each calendar month commencing on January 1, 1994, until the Maturity Date.

(a) "Net Cash Flow Payments" means one hundred percent (100%) of the "Net Cash Flow" (as such term is defined below) from the Property for the month that is two (2) months prior to each monthly payment due date (for example, the first monthly payment due January 1, 1994 shall be based on Net Cash Flow for November, 1993, as set forth in Statements (defined below) provided to Lender no later than December 15, 1993).

(b) "Net Cash Flow" means all revenues from the Property less (A) all ordinary, necessary and customary expenses paid by Maker in connection with the ownership and operation of the Property provided such expenses shall not include fees paid to manage the Property in excess of three percent (3%) of gross revenues from the Property or salaries or other remuneration paid to any partner of Beneficiary or Guarantor, (B) amounts escrowed by Maker with the Senior Mortgagee pursuant to the Senior Loan Documents for the payment of taxes and insurance, (C) payments by Maker on account of the Senior Debt pursuant to the Senior Loan Documents, (D) the cost of any tenant improvements and leasing commissions paid by Maker in connection with leasing of space within the Property, (E) the cost of any capital improvements and repairs to the Property which have been approved by the Senior Mortgagee and (F) the establishment and maintenance of a reserve account in the amount of \$25,000 for major repairs or capital improvements to the Property as provided in the Senior Loan Documents.

(c) Net Cash Flow shall be determined on a cash basis of accounting and Maker shall compute Net Cash Flow monthly and within fifteen (15) days after the end of each calendar month, shall deliver to Payee the following statements (the "Statements"): (A) a profit and loss statement for the preceding calendar month, which will show gross revenues, expenses and Net Cash Flow for such month, and (B) a current rent roll for the Property, each certified as being true, correct and complete by the general partners of Guarantor. Maker shall deliver to Payee such other financial information as Payee may reasonable requested at any time and from time to time. The calculation of Net Cash Flow by Maker shall be subject to the approval of Payee. In the event that Payee does not approve the Statements, then at Payee's request, Maker shall cause to be prepared and delivered to Payee an income statement for the period in question and a balance sheet dated as of the last day of the period in question (the "Audited Statements") audited by a certified public accountant acceptable to Payee and prepared in accordance with generally accepted accounting principles applied on basis consistent with prior accounting periods. If the Net Cash Flow as determined by the Audited Statements varies from the Net Cash Flow as shown in the Statements by less than 5% then Payee shall reimburse Maker for the cost of the audit. If, however, Net Cash Flow as determined by the Audited Statements

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varies from Net Cash Flow as shown in the Statements by more than 5%, Maker shall bear the cost of the audit."

5. **Prepayment.** The Credit and Interest may be prepaid, in whole or in part, at any time, upon thirty (30) days written notice to Lender, without prepayment premium or penalty.

6. **Additional Interest Based on Appreciation of the Property.** The following is reaffirmed:

Additional Interest. (i) In addition to the amounts to be paid by Maker to Payee as set forth in paragraph 4 of this Agreement, Maker shall pay to Payee a sum equal to twenty-five percent (25%) of the "Net Appreciated Value" (as such term is defined below) of the Property on the earlier of (a) the date the Credit is due and payable in full, whether by acceleration or otherwise, or (b) the date Maker voluntarily pays the Credit in full.

(ii) "Net Appreciated Value" means the difference between (A) the "Fair Market Value" (as such term is herein defined) of the Property, less (B) the sum of the then outstanding principal balance of the Senior Debt, plus the then outstanding principal balance of the Credit.

(iii) "Fair Market Value" means (A) in the case of a sale of the Property to a bona fide third party, the gross sales price less reasonable and customary sales costs and expenses, including, without limitation, title insurance premiums, survey costs, reasonable legal fees and expenses and brokerage commissions paid to unaffiliated real estate brokers (which commissions shall not exceed six percent (6%) of the gross sales price) and less any applicable capital gains tax, (B) in the case of a refinance wherein the Credit will be paid with the proceeds of a new first mortgage or deed of trust, the fair market value as determined by the appraisal prepared for the lender in connection with such refinancing, if such appraisal is acceptable to Payee in its sole and absolute discretion; provided that if such refinancing lender does not require an appraisal or such appraisal is not approved by Payee, then the fair market value shall be determined as provided in clause (C) below; and (C) in any other case, the fair market value determined by an "Appraisal" (as such term is defined below). If the Fair Market Value is determined pursuant to clause (B) or (C), then the appraised value shall be reduced by an amount equal to a reasonable estimate of the costs and expenses described in clause (A) which would have been incurred if the Property was sold at the appraised value.

(iv) "Appraisal" means an appraisal of the Property performed by a national appraisal firm having the MAI designation selected by Maker and approved by Payee, which appraises the Property at its then highest and best use, free and clear

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of all liens and encumbrances for borrowed money, which appraised value shall be conclusive as to the Fair Market Value for purposes of this Note."

7. Representations and Warranties.

(a) Borrower hereby represents to, and Beneficiary hereby represents and warrants to, and covenants with Lender that:

(i) Beneficiary is the sole beneficiary and owner of 100% of the entire beneficial interest, with full power of direction, in an under the Trust Agreement, free and clear of all claims, liens, interests, charges and encumbrances except those evidenced by the Senior Loan Documents and the Loan Documents;

(ii) The balance of the Credit plus all accrued interest and other charges unpaid under the Note on December 1, 1993 is the sum of Two Million Three Hundred Thirty-Eight Thousand Four Hundred Eight and 49/100 Dollars (\$2,338,408.49);

(iii) At the date hereof, the Loan Documents are in full force and effect;

(iv) At the date hereof, neither Borrower nor Beneficiary has any right or claim of set-off, discount, deduction, defense or counterclaim which could be asserted in any action brought to enforce the Loan Documents;

(v) At the date hereof, the Guaranty is in full force and effect and Beneficiary has no right or claim of set-off, discount, deduction, defense or counterclaim which could be asserted in any action brought to enforce the Guaranty;

(vi) Lender is not in default in the performance or observance of any of its covenants, agreements and obligations under the Loan Documents;

(vii) There are no actions, suits or proceedings (including, without limitation, proceedings before any court, arbitrator or governmental authority or agency) pending or threatened against Borrower, Beneficiary, or the Property (or to the knowledge of Borrower or Beneficiary, any basis for any such action, suit or proceeding), which if adversely determined, might individually, or in the aggregate, materially adversely:

(1) impair the ability of Borrower or Beneficiary to pay or perform their respective obligations under the Loan Documents and the Guaranty; or

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(2) affect the Property or the use, manner of use, or operation thereof;

(viii) There is no presently known fact which affects, or may affect in the future (so far as Borrower or Beneficiary can foresee), materially and adversely the condition (financial or other) of Borrower or Beneficiary, the operation, use or manner of use of the Property or the ability of Borrower or Beneficiary to pay or perform their respective obligations under the Loan Documents and the Guaranty;

(ix) Neither the Loan Documents, the Guaranty nor any other document or written materials delivered or made, and no other communication made, to Lender or any employee or agent of Lender contains any untrue statement of a material fact or fails to state a material fact necessary in order to make any statement contained therein not misleading in light of the circumstances in which such statement was made; and

(x) As of the date hereof, all of the representations and warranties made by Borrower and Beneficiary in the Loan Documents remain true and correct.

(b) The representations and covenants of Borrower and the representations, warranties and covenants of Beneficiary made in subparagraph 7 (a) hereof are, as of the date hereof, and shall be, at all times, true and correct in all material respects, and are and shall be of continuing force and effect until all of the Secured Indebtedness has been fully and finally paid and performed.

8. Incorporation of Loan Documents.

(a) All of the terms, covenants, agreements, conditions, representations, warranties and provisions contained in each of the Loan Documents are adopted and incorporated into all of the other Loan Documents to the same full extent and with the same binding force and effect as if all the terms, covenants, agreements, conditions, representations, warranties and provisions of each of the Loan Documents were stated in full in all of the other Loan Documents, it being the intent that each of the Loan Documents complements and supplements the others to the fullest extent necessary or required to protect, preserve and confirm all the rights, benefits, privileges, powers and remedies of Lender and under the Loan Documents.

(b) Any breach or violation by Borrower or Beneficiary of any of the covenants, agreements, conditions, representations and warranties of Borrower or Beneficiary, respectively, under this Agreement shall constitute and be a default under the Loan Documents and shall entitle Lender, at the election of Lender, to exercise any and all rights, powers and remedies available to Lender under the Loan Documents and the Guaranty.

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(c) Except as herein expressly modified, all the Loan Documents and the terms and provisions thereof are hereby reaffirmed and ratified and remain in full force and effect, and unchanged, in all respects.

9. Reaffirmation of Guaranty. Guarantor, as guarantor under the Guaranty, hereby acknowledges and consents to the modifications of the Loan Documents as herein provided and, in consideration of the modification of the terms of the Note, being a beneficiary thereof, hereby agrees that:

(a) The modification to the Note, and the other Loan Documents as herein provided does not and shall not in any way limit, prejudice or impair the obligations of Guarantor, as guarantor, under the Guaranty, or the rights, powers, privileges, benefits and remedies of Lender under the Guaranty;

(b) The Guaranty and all the provisions thereof are hereby reaffirmed and ratified and remain in full force and effect;

(c) The Guaranty, when made, constituted and, at the date hereof, continues to constitute a valid and binding obligation of Guarantor, as guarantor, to pay unconditionally and absolutely the entire amount of the Credit evidenced by the Note which obligation is enforceable in accordance with the terms and conditions of the Guaranty; and

(d) Guarantor hereby waives all errors and imperfections, if any, in the Guaranty and all defenses, if any, on account thereof in case of any subsequent action to enforce the Guaranty.

10. Lender's Representation. Lender hereby represents to Borrower and Beneficiary that Lender is, at the date hereof, the absolute and exclusive owner of the Note and, as such, has full power and authority to enter into, and is bound by, this Agreement.

11. No Waiver. Notwithstanding any prior act of Lender or any procedure established by Lender with regard to the loan evidenced by the Note, Borrower and Beneficiary both acknowledge and agree that Lender has not heretofore waived any of its rights or remedies under the Note and the other Loan Documents nor has Lender waived any of the duties or obligations of Borrower and Beneficiary thereunder. No waiver by Lender of any covenant or condition under the Note or the Loan Documents shall be deemed a waiver of any subsequent breach of the same or any other covenant or condition. No covenant, term or condition of the Note or the Loan Documents shall be deemed waived by Lender unless waived in writing.

12. Nature of Relationship. Lender, Borrower and Beneficiary intend that the relationship between them shall be solely that of creditor and debtor. Nothing contained in this Agreement or the Loan Documents shall be deemed or construed to create a partnership, joint venture, or co-ownership by, between or among Lender, Borrower and

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Beneficiary or any of them. Lender shall not be in any way responsible or liable for the debts, losses, obligations, or duties of Borrower or Beneficiary 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, operating or occupancy of the Property and to perform all obligations of the Borrower and Beneficiary under agreements or contracts relating to the Property shall be the responsibility of Borrower and Beneficiary. Borrower and Beneficiary, at all times consistent with the terms and provisions of the Note and the Loan Documents, shall be free to determine and follow their own policies and practices in the conduct of their business on the Property.

12. Covenant Not to Sue and Release.

(a) Borrower and Beneficiary for themselves, their respective officers, directors, partners, affiliates, successors and assigns and all others claiming by or through them hereby covenant that they will not bring, commence, prosecute or maintain any suit, action or proceeding, either at law or in equity, in any court of the United States or of any State thereof, arising under or by virtue of the Loan Documents or arising out of any negotiations or communications entertained in connection with this Agreement.

(b) Borrower and Beneficiary, for themselves, their respective officers, directors, partners, affiliates, successors and assigns and all others claiming by or through them hereby waive, releases and forever discharges the Lender, its directors, officers, employees, agents, attorneys, legal representatives, and their successors and assigns from any and all defenses, claims, demands, actions, causes of actions, obligations, damages, losses, attorneys' fees, costs, expenses and liabilities of any nature whatsoever, whether or not now existing, known or unknown, suspected or claimed, or hereafter becoming known, accrued or hereafter accruing, which Borrower or Beneficiary or both of them ever had, now has or may claim to have as of the date of this Agreement against Lender, by reason of any act or omission concerning any matter, cause or thing, arising from or out of the Loan Documents, the Property, this Agreement, all of the Borrower's or Beneficiary's actions and conduct regarding or relating to the Loan Documents, this Agreement and/or the Property, including, without limitations, claims or defenses related to any "lender liability" theories, including, without limitation, fraud, interference with contract, bad faith, etc. ("Claims"). Borrower and Beneficiary hereby acknowledge that they may hereafter discover facts different from or in addition to those it now believes to be true with respect to such Claims, and Borrower and Beneficiary expressly agree to assume the risk of the possible discovery of additional or different facts, and agrees that this paragraph shall be and remain in effect in all respects regardless of such additional or different facts.

(c) As to matters released in paragraph (b) hereof, Borrower and Beneficiary agree to waive and relinquish all rights and benefits it may have under State or Federal law.

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14. Termination of Automatic Stay. In the event that Beneficiary shall be dissolved, or a decree or order for relief shall be entered by a court having jurisdiction in the premises in respect of Beneficiary in a voluntary or involuntary case under the Federal Bankruptcy Code as now or hereafter constituted, or Beneficiary shall file a voluntary petition in bankruptcy for reorganization or an arrangement or any composition, readjustment, liquidation, dissolution or similar relief pursuant to any similar present or future state or federal bankruptcy law, or shall be adjudicated a bankrupt or become insolvent, or shall commit any act of bankruptcy as defined in such law, or shall take any action in furtherance of any of the foregoing, Beneficiary agrees that any automatic stay applicable to any such above mentioned action, case or proceeding which would otherwise prevent Lender from pursuing or exercising any of its rights or remedies against Beneficiary shall automatically be lifted and released against Lender and Lender shall then be entitled to pursue and exercise any and all rights, remedies and recourses available against Beneficiary arising under or in connection with the Loan Documents or which may otherwise be available at law or in equity with respect to the loan transaction.

15. Property Alterations. Borrower shall not make any alterations, improvements or additions in, on and about the Property, except for alterations, improvements or additions not exceeding Twenty Thousand Dollars (\$20,000.00) in cost (in aggregate per one (1) year term) and tenant improvements, without prior written notice to Lender.

16. Waiver of Jury Trial. FOR AND IN CONSIDERATION OF LENDER HAVING MODIFIED THE LOAN DOCUMENTS AS PROVIDED HEREIN, BORROWER AND BENEFICIARY HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING (I) BROUGHT BY THE BORROWER, THE BENEFICIARY, THE LENDER OR ANY OTHER PERSON RELATING TO (A) THE LOAN EVIDENCED BY THE NOTE OR (B) THE LOAN DOCUMENTS, OR (II) TO WHICH THE LENDER IS A PARTY. EACH OF BORROWER AND BENEFICIARY HEREBY AGREES THAT THIS AGREEMENT CONSTITUTES A WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY, AND BORROWER AND BENEFICIARY DO HEREBY CONSTITUTE AND APPOINT LENDER ITS TRUE AND LAWFUL ATTORNEY-IN-FACT, WHICH APPOINTMENT IS COUPLED WITH AN INTEREST, AND BORROWER AND BENEFICIARY EACH DO HEREBY AUTHORIZE AND EMPOWER LENDER, IN THE NAME, PLACE AND STEAD OF EACH OF BORROWER AND BENEFICIARY, TO FILE THIS AGREEMENT WITH THE CLERK OR JUDGE OF ANY COURT OF COMPETENT JURISDICTION AS A STATUTORY WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY. EACH OF BORROWER AND BENEFICIARY ACKNOWLEDGES THAT ITS WAIVER OF TRIAL BY JURY HAS BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY BORROWER AND BENEFICIARY AS PART OF A BARGAINED FOR LOAN TRANSACTION.

17. Subordination. The liens and security interests of the Loan Documents, as hereby amended, are hereby subject and subordinate to the liens and security interests

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granted by Borrower in favor of Principal Mutual Life Insurance Company (formerly known as Bankers Life Company) ("Principal") to secure a certain Secured Promissory Note dated January 17, 1986, in the original principal amount of \$8,000,000.00, as such note and the loan documents creating such liens and security interests have been amended pursuant to a certain Amendment to Secured Promissory Note, Deed of Trust, Security Agreement and Assignment of Rents, Collateral Assignment of Leases and Rents and Assignment of Beneficial Interest for Collateral Security dated as of April 1, 1992, and recorded on September 18, 1992, as Document No.92695340 in the Office of the Recorder of Deeds of Cook County, Illinois. Lender hereby consents to an additional advance under the Principal loan of up to \$1,200,000.00 for the sole purpose of funding tenant improvements, capital improvements and repairs to the Property, which advances by Principal shall be made, if at all, by April 1, 1995; provided however, that Beneficiary shall provide Lender with prior written notice of any such advances, together with the purpose therefor.

18. Miscellaneous.

(a) Time is of the essence with respect to the payment, performance and observance of each and every covenant, agreement, condition, representation, warranty and obligation of Borrower and Beneficiary under the Loan Documents and of Beneficiary under the Guaranty.

(b) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute and be taken as one and the same instrument.

(c) None of the covenants, terms or conditions of this Agreement shall in any manner be altered, waived, modified, changed or abandoned, except by written instrument, duly signed and delivered by all the parties hereto.

(d) This Agreement contains the whole agreement between the parties hereto as to the subject matter hereof and there are no other terms, obligations, covenants, representations, warranties, statements or conditions, oral or otherwise, of any kind.

(e) This Agreement shall extend to, be obligatory upon and inure to the benefit of the respective successors and assigns of Borrower, Lender and Beneficiary.

(f) The recitals to this Agreement are hereby incorporated into and made a part of this Agreement, and shall constitute covenants and representations of Borrower and covenants, representations and warranties of Beneficiary which shall be binding upon and enforceable against Borrower and Beneficiary respectively.

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(g) This Agreement has been executed by Borrower and Beneficiary in the State of Illinois and, together with all the Loan Documents, shall be construed and enforced in accordance with the laws of the State of Illinois.


(h) The paragraph headings contained herein are for convenience only and are not intended, and shall not be construed, to alter, limit or enlarge the scope or meaning of the language contained in this Agreement.


19. **Exculpation.** This Agreement is executed by American National Bank and Trust Company of Chicago, not personally, but in its capacity as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and American National Bank and Trust Company of Chicago hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing contained herein or in the Loan Documents shall be construed as creating any liability on American National Bank and Trust Company of Chicago, personally to pay and perform any of the obligations and liabilities evidenced by the Note and secured by the Mortgage and the other Loan Documents.

IN WITNESS WHEREOF, the Lender, Borrower and Beneficiary have caused this Agreement to be executed the day and year first above written.

Borrower:


American National Bank and Trust
Company of Chicago, as Trustee
as aforesaid and not personally


Attest: 
Its: Notary Public

By: 
Its: VP

Lender:

Textron Financial Corporation
a Delaware corporation

Attest: 
Its: Asst Secretary

By: 
Its: Vice President

SIGNATURES CONTINUED ON NEXT PAGE

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Beneficiary/Guarantor:

The Fisher Building Limited
Partnership, an Illinois
limited partnership

By: Meredith & Co., Inc. General Partner

By: [Signature]

Its: President

Attest: [Signature]

Its: ASSISTANT SECRETARY

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

E. M. SOVIENSKI

I E. M. SOVIENSKI, a Notary Public in and for the County and State
aforesaid, DO HEREBY CERTIFY, that J. MICHAEL WHELAN
President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
a national banking association, and Gregory S. Kasprzyk
Secretary of said banking association, and known to me to be the same persons whose
names are subscribed to the foregoing instrument as such VICM President and Assistant
Secretary, respectively, appeared before me this day in person and acknowledged that they
signed and delivered the said instrument as their own free and voluntary act and as the free
and voluntary act of said banking association, as Trustee, for the uses and purposes therein
set forth; and the said ASSISTANT Secretary then and there acknowledged that said
ASSISTANT Secretary, as custodian of the seal of said banking association, caused
the seal of said banking association to be affixed to said instrument as said Assistant
Secretary's own free and voluntary act and as the free and voluntary act of said banking
association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this JUN 10 1994
_____ day of _____
_____, 1993.

E. M. Sovienksi
Notary Public

My Commission Expires:



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STATE OF Pennsylvania)
)SS.
COUNTY OF Allegheny)

I, Alice Marcufaitis, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that R. A. Layton, Vice President of **TEXTRON FINANCIAL CORPORATION**, a Delaware corporation, and _____, Asst Secretary of said corporation, and known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Asst 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; and the said Asst Secretary then and there acknowledged that said Asst Secretary, as custodian of the seal of said corporation, caused the seal of said corporation to be affixed to said instrument as said Asst Secretary's own free and voluntary act and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4th day of April, 1994, 1993.

Alice Marcufaitis
Notary Public

My Commission Expires:

Notarial Seal
Alice Marcufaitis, Notary Public
Upper St. Clair Twp., Allegheny County
My Commission Expires Oct. 19, 1995
Member, Pennsylvania Association of Notaries

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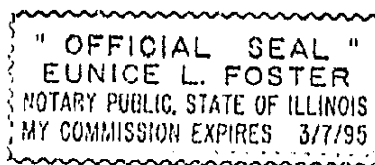
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Eunice L. Foster, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that GARY J. GRIES, President of Murdoch & Coll, Inc., an Illinois corporation, as general partner of THE FISHER BUILDING LIMITED PARTNERSHIP, an Illinois limited partnership, and THOMAS A. BEENIAK, ASST. Secretary of said corporation, and known to me to be the same persons whose names are subscribed to the foregoing instrument as such President, and ASSISTANT Secretary, respectively, appeared before me this day in person and acknowledged 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; and the said ~~Assistant~~ ASSISTANT Secretary then and there acknowledged that said ASSISTANT Secretary, as custodian of the seal of said corporation, caused the seal of said corporation to be affixed to said instrument as said ASSISTANT Secretary's own free and voluntary act and as the free and voluntary act of said corporation, such general partner, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 18th day of March, 1994.

Eunice L. Foster
Notary Public



My Commission Expires:

3-7-95

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 18, 19 AND 24 (EXCEPT THAT PART OF SAID LOTS TAKEN FOR DEARBORN STREET) IN GEORGE W. SNOW'S SUBDIVISION OF BLOCK 139 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 17-26-234-006
17-26-234-005

Commonly known as: 343 South Dearborn
Chicago, Illinois

Cook County Clerk's Office

94552884

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EXHIBIT B

OTHER LOAN DOCUMENTS

1. UCC Financing Statement (Form 1) with the Borrower and Beneficiary, as debtor, and Lender, as secured party, in respect of the property described in the Assignment of Leases.
2. UCC Financing Statement (Form 2) with the Borrower and Beneficiary, as debtor, and Lender, as secured party, in respect of the property described in the Assignment of Leases.
3. Junior Security Agreement made by Beneficiary in favor of Lender as further and additional security for payment of the Secured Indebtedness.
4. UCC Financing Statement (Form 1) with Borrower and Beneficiary, as debtor, and Lender, as secured party regarding the property described in the Security Agreement.
5. UCC Financing Statement (Form 2) with Borrower and Beneficiary, as debtor, and Lender, as secured party regarding the property described in the Security Agreement.
6. Guaranty Agreement made by the Guarantor in favor of Lender guaranteeing the payment of the Note.
7. Junior Collateral Assignment of Beneficial Interest and Security Agreement made by Beneficiary in favor of Lender assigning and granting a security interest in the beneficial interest in the Trust.
8. Loan Agreement among Borrower, Beneficiary, and Lender.

Any term herein used but not defined shall have the same meaning as assigned to such term in the instrument to which this Exhibit is attached.

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