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Wal-Mart, Mt. DEPT. OF RECORDING Illinois 047.50

T#2222 TRAM 4477 06/24/94 15:48:00

#4349 + KE * - 94 - 557529

ASSUMPTION OF MORTGAGE AND NOTE COOK COUNTY RECORDER

THIS AGREEMENT OF ASSUMPTION OF MORTGAGE AND NOTE ("Agreement") made as of the 17th day of June, 1994, by and among Mart Acquisitions Limited Partnership, an Illinois limited partnership, having an address at 2901 Butterfield Road, Oak Brook, Illinois 60521 ("Obligor"; sometimes referred to herein as "Mart"), Fanslow Family Trust #200, f/b/o Richard G. Fanslow, Jr. as to an undivided Nine and One-Half Percent (9-1/2%); Fanslow Family Trust #200, f/b/o Vicki Zammichieli as to an undivided Nine and One-Half Percent (9-1/2%); Fanslow Family Trust #200, f/b/o Paul Fanslow as to an undivided Nine and One-Half Percent (9-1/2%); Fanslow Family Trust #200, f/b/o Tracy Armstrong as to an undivided Nine and One-Half Percent (9-1/2%); Fanslow Family Trust #200, f/b/o Richard Fanslow as to an undivided Seventeen Percent (17%); Fanslow Family Trust #200, f/b/o Kathy Fanslow as to an undivided Seventeen Percent (17%); Mt. Prospect Wal-Mart, Inc., an Illinois corporation as to an undivided Nineteen Percent (19%); and EMJT Corp. as to an undivided Nine Percent (9%) (collectively herein referred to as "Purchaser") and Manufacturers and Traders Trust Company, a New York banking corporation, having an address c/o One M & T Plaza, 7th Floor, Buffalo, New York 14203, as trustee ("Mortgagee").

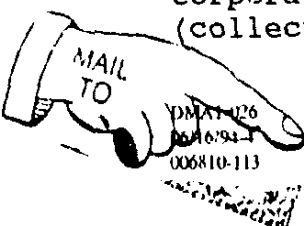
W I T N E S S E T H:

WHEREAS, Mortgagee owns the interest of "Noteholder" under that certain Deed of Trust and Security Agreement ("Mortgage") in the original principal sum of Seven Million Nine Hundred Two Thousand Eight Hundred Thirty Three and 64/100 Dollars (\$7,902,833.64) dated as of September 1, 1992 given by Mart to Bond Lease Corporation IV, which Mortgage was recorded in the Office of the Clerk of the Recorder of Cook County, Illinois (the "Office") as Document No. 92695950 and encumbers the real property described in Exhibit A attached hereto and the improvements therein (the "Property"), which Mortgage was thereafter assigned by Bond Lease Corporation IV, an Illinois corporation ("Bond Corporation"), to Mortgagee by that certain Note and Mortgage Assignment made by Bond Corporation to Mortgagee recorded in the Office as Document No. 92695952. Said Mortgage was given in connection with that certain first fee mortgage loan in the amount of \$7,902,833.64 made by Bond Corporation to Mart (the "Loan");

WHEREAS, Mortgagee is the owner and holder of those certain note(s) dated September 1, 1992 given by Mart to Bond Corporation in the original principal sum of \$7,902,833.64 (collectively, the "Note"), which Note is secured by: (i) the

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AFTER RECORDATION RETURN TO:
 COMMONWEALTH LAND TITLE INSURANCE
 COMPANY

14343 DALLAS PARKWAY, SUITE 770
 DALLAS, TEXAS 75240

ATTN: Steve Taylor

47 50
 B.M.H.

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COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, IL 60602
TEL: (773) 399-3000 FAX: (773) 399-3001
WWW.COOKCOUNTYCLERK.COM

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COOK COUNTY CLERK'S OFFICE
CASH RECEIPT

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Mortgage, (ii) that certain Assignment of Leases, Rents, Issues and Profits dated September 1, 1992 given by Mart, as assignor, to Bond Corporation, as assignee, which was recorded in the Office on September 18, 1992 as Document No. 92695951 (collectively, the "Assignment"), and (iii) UCC-1 financing statements made by Mart, as debtor, for the benefit of Bond Corporation, as secured party, recorded in the Office on September 18, 1992 as Document Nos. 92695954 and 92695956 (collectively, the "UCC") (the Note, the Mortgage, the Assignment and the UCC are hereinafter collectively referred to as the "Loan Documents");

WHEREAS, as of June 17, 1994 (the "Effective Date"), there is owing on the Note and the Mortgage the unpaid principal sum of Seven Million Five Hundred Twenty-Two Thousand One Hundred Ninety-Six and 48/100 Dollars (\$7,522,196.48), together with interest (said principal sum, interest and all other sums which may or shall become due under the Note, and/or the Mortgage, as modified, amended and restated pursuant to the provisions hereof, being hereinafter collectively referred to as the "Debt");

WHEREAS, Obligor and Purchaser have requested (i) the consent of Mortgagee to the transfer of all of Obligor's interest in the Property (as defined in the Mortgage) from Obligor to Purchaser and (ii) the release of Obligor from all liability for the payment of the Debt and the performance of the terms and conditions of the Loan Documents;

WHEREAS, Mortgagee has agreed to consent to the transfer of the Property in the manner aforesaid and to the release of Obligor provided, as a condition precedent to such consent by Mortgagee and in consideration of such consent, Obligor and Purchaser shall agree in the manner set forth herein that, (a) Purchaser shall assume the obligations of Obligor to pay the Debt due under the Note, (b) Purchaser shall assume the liability and obligations for the performance of all terms and conditions of the Note, the Mortgage, the Assignment and all other Loan Documents to the extent herein provided, and (c) the Loan Documents shall be modified in the manner set forth herein; and

WHEREAS, title to the Property is now vested in Purchaser;

NOW, THEREFORE, in pursuance of said agreement and, in consideration of Ten Dollars (\$10.00), the mutual covenants and agreements contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. Purchaser hereby assumes and agrees to pay the principal balance owed under the Note and the Mortgage as of the Effective Date hereof, to wit: Seven Million Five Hundred Twenty-

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Two Thousand One Hundred Ninety-Six and 48/100 Dollars (\$7,522,196.48), and all interest due thereunder, in the lawful money of the United States of America pursuant to the terms of the Note as the same may be amended pursuant to the terms hereof, and Purchaser hereby assumes and covenants to perform all the terms and conditions of the Note, the Mortgage, the Assignment and all other Loan Documents as of the Effective Date hereof, as all or any of the same may be amended pursuant to the terms hereof, and agrees to be personally bound for such performance to the same extent as if said instruments had originally been executed by Purchaser notwithstanding any failure of Obligor to perform the warranties or covenants running from Obligor to Purchaser, it being understood and agreed, however, that Purchaser shall be granted the benefit of, and assumes the above obligation subject to, the terms of paragraph 35 of the Mortgage entitled "Exculpation". The obligation of each entity listed herein as Purchaser shall be several and not joint and several.

2. Obligor is hereby released from all liability for the performance of the terms and conditions of the Note and the Mortgage including any liability of personal judgment, subject however to the provision that this Agreement shall in no way affect, impair or diminish the lien or the validity of Obligor's warranties or covenants of title under the Note and the Mortgage during the period of Obligor's ownership of the Property or affect, impair or diminish the obligations of Obligor to Mortgagee under the terms of subparagraph 33(h) of the Mortgage.

3. Purchaser represents, warrants and covenants that there are no offsets, counterclaims or defenses against the Debt, this Agreement, the Mortgage, the Note, the Assignment or other Loan Documents, that Purchaser (and the undersigned representative of Purchaser, if any) has full power, authority and legal right to execute this Agreement and to keep and observe all of the terms of this Agreement on Purchaser's part to be observed or performed, and that the Note, the Mortgage, the Assignment, the other Loan Documents, and this Agreement constitute valid and binding obligations of Purchaser. All of the covenants, representations and warranties set forth in the Mortgage, the Note, the Assignment and the other Loan Documents, as the same may have been modified or amended by the terms of this Agreement, with respect to Purchaser, are hereby restated, ratified and confirmed in all respects with respect to Purchaser by Purchaser as of the date hereof and are and shall remain in full force and effect. Mortgagee has full power, authority and legal right to execute this Agreement on Mortgagee's part to be observed or performed, and this Agreement constitutes valid and binding obligations of Mortgagee.

4. This Agreement, and any provision hereof, may not be modified, amended, waived, extended, changed, discharged or

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terminated orally or by any act or failure to act on the part of Purchaser, Obligor or Mortgagee, except by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

5. If any term, covenant or condition of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.

6. This Agreement shall be governed by and construed in accordance with the governing law provisions set forth in the Note and the Mortgage and the applicable laws of the United States of America.

7. All capitalized words and phrases not otherwise defined herein shall have the meanings ascribed to them in the Note, the Assignment and/or the Mortgage.

8. This Agreement shall bind, jointly and severally, the heirs, executors, administrators, successors and assigns of Mortgagee, Obligor and Purchaser.

9. This Agreement may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one and the same instrument.

10. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not 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 nor shall at any time be asserted or enforceable against the Trustee, or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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IN WITNESS WHEREOF, Obligor, Purchaser and Mortgagee have duly executed this Agreement the date and year first above written.

MART ACQUISITIONS LIMITED PARTNERSHIP
an Illinois limited partnership

By: INLAND REAL ESTATE ACQUISITIONS,
INC., the general partner

By: [Signature]
G. Joseph Cosenza
President

Attest:

By: [Signature]
Gary Pechter
Assistant Secretary

CORPORATE SEAL

FANSLOW FAMILY TRUST #200,
f/b/o Richard G. Fanslow, Jr.

By: [Signature]
William P. Rosenthal, not
personally but solely as Co-Trustee

By: [Signature]
Kathy Fanslow, not personally
but solely as Co-Trustee

FANSLOW FAMILY TRUST #200,
f/b/o Vicki Zammichieli

By: [Signature]
William P. Rosenthal, not
personally but solely as Co-trustee

By: [Signature]
Kathy Fanslow, not personally
but solely as Co-Trustee

(signatures continued on next page)

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(signatures continued from preceding page)

FANSLow FAMILY TRUST #200,
f/b/o Paul Fanslow

By: William P. Rosenthal
William P. Rosenthal, not
personally but solely as Co-Trustee

By: Kathy Fanslow
Kathy Fanslow, not personally
but solely as Co-Trustee

FANSLow FAMILY TRUST #200,
f/b/o Tracy Armstrong

By: William P. Rosenthal
William P. Rosenthal, not
personally but solely as Co-Trustee

By: Kathy Fanslow
Kathy Fanslow, not personally
but solely as Co-Trustee

FANSLow FAMILY TRUST #200,
f/b/o Richard Fanslow

By: William P. Rosenthal
William P. Rosenthal, not
personally but solely as Co-Trustee

By: Kathy Fanslow
Kathy Fanslow, not personally
but solely as Co-Trustee

FANSLow FAMILY TRUST #200,
f/b/o Kathy Fanslow

By: William P. Rosenthal
William P. Rosenthal, not
personally but solely as Co-Trustee

By: Kathy Fanslow
Kathy Fanslow, not personally
but solely as Co-Trustee

(signatures continued on next page)

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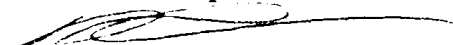
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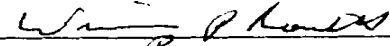

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(signatures continued from preceding page)

MOUNT PROSPECT WAL-MART, INC.,
an Illinois corporation

By: 
Richard Fanslow, President

EMJT CORP., an Illinois corporation

By: 
Its: 

MANUFACTURERS AND TRADERS TRUST
COMPANY

By: 
Its: NANCY L. GEORGE
TRUST OFFICER

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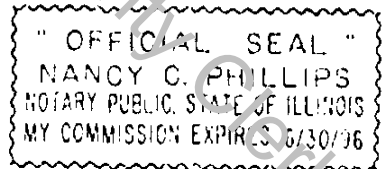
STATE OF Illinois)
COUNTY OF DuPage) SS

I, Nancy C. Phillips, a Notary Public in and for said County, in the State aforesaid, do hereby certify that G. Joseph Cosenza, President of Inland Real Estate Acquisitions, Inc., an Illinois corporation, the general partner of Mart Acquisitions Limited Partnership, an Illinois limited partnership, and Gary Pechter, Assistant Secretary of said corporation, personally 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 that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as general partner of Mart Acquisitions Limited Partnership as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of June, 1994.

Nancy C. Phillips
Notary Public

My Commission Expires:



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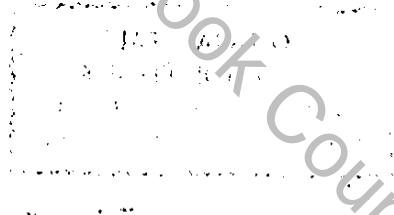
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COOK COUNTY CLERK
JAN 1 2011
CHICAGO, ILL 60601

COOK COUNTY CLERK

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EXHIBIT A LEGAL DESCRIPTION

Wal-Mart Subdivision recorded June 25, 1992 as Document Number 92461456 and corrected by Corrective Plat of Wal-Mart Subdivision recorded September 2, 1992 as Document Number 92651280, being part of Lot 1 of Plaza Subdivision more particularly described as follows:

That part of Lot 1 (excepting therefrom those parts thereof taken for the Department of Transportation by condemnation registered as Document Number 3201616); also (excepting therefrom that part thereof taken for Centennial Subdivision by Plat registered as Document Number 3202476) in Plaza Subdivision, being a Subdivision of part of the Southwest quarter of Section 35, Township 42 North, Range 11 East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on July 16, 1979 as Document Number 3104778; described as follows:

Beginning at the Northwest corner of said Lot 1; thence South 29° 46' 10" East along the Southwesterly line of said Lot 1, being also the Northeasterly right-of-way line of Rand Road as dedicated by Document Number 3104778, a distance of 290.41 (record=297.66) feet to a point of curvature; thence continuing Southeasterly along said Northeasterly line on a tangential curve, concave to the Northeast, having a radius of 2,072.46 feet, for an arc distance of 730 feet; thence North 20° 56' 31" East, 615.29 feet to the Southwest corner of Centennial Subdivision, according to the Plat thereof recorded February 11, 1981 as Document Number 3202476; thence North 00° 00' 30" East along the West line of Centennial Subdivision aforesaid, 234.66 feet to a point on the North line of said Lot 1 in Plaza Subdivision; thence North 89° 39' 13" West along said North line, 832.25 (record=832.55) feet to the point of beginning).

Together with non-exclusive easement rights under that

Easement with covenants, conditions and restrictions dated September 28, 1990 and recorded as Document Number 90474272, made by and between Mount Prospect Plaza Limited Partnership and Wal-Mart Stores, Inc., relating to parking, access, ingress and egress, parking, lighting and maintenance.

TAX# 03-35-302-013

ADDRESS 930 EAST MT. PROSPECT RD
MT. PROSPECT

925521280

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of the Court

[Name]

[Name]

[Name]

[Name]

99550099

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