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COOK COUNTY, ILLINOIS
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TOGETHER WITH all improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures and personal property of every nature whatsoever now or hereafter owned by Borrower and on, or used or intended to be used in connection with the Land or the improvements, or in connection with any construction thereon, including all extensions,

THE LAND located in the State of Illinois and legally described in Exhibit attached hereto (the "Land");

(as hereinafter defined) and not secondarily; which property, rights and interests are hereby pledged primarily and on a parity with the Land described property, rights and interests (which are referred to herein as the "Premises"), all of MORTGAGE AND CONVEY unto Lender, its successors and assigns forever, the following receipt and sufficiency of which is hereby acknowledged, Borrower DOES HEREBY with such payment, performance and observance, and for other valuable consideration, the other Loan Documents; and to charge the properties, interests and rights hereinafter described of all the covenants, agreements and provisions contained in this Mortgage, the Note and the sometimes referred to herein as "Indebtedness"; and to secure the performance and observance as fully and with the same effect as if set forth herein at length (collectively, such sums are the terms and provisions of the Loan Documents are hereby incorporated herein by this reference an Illinois limited partnership and the sole beneficiary of Borrower ("Beneficiary") and Lender; Agreement of even date herewith by and among Borrower, Atlantis Partnership No. 405, L.P., Mortgage or any of the other Loan Documents (as that term is defined in that certain Loan to secure the payment of all other sums which may be at any time due under the Note, this replacements, renewals and extensions thereof, in whole or in part) according to its tenor, and under the Note and interest and premiums on the principal indebtedness under the Note (and all Note, and due on August 26, 1995. In order to secure the payment of the principal indebtedness Thousand and No/100 Dollars (\$26,500,000.00), bearing interest and payable as set forth in the payable to the order of Lender in the principal sum of Twenty Six Million Five Hundred Borrower has executed and delivered to Lender a Note (the "Note") of even date herewith

NATIONAL TRUST, N.A., not personally but solely as Trustee under Trust Agreement dated August 1, 1994 and known as August 1, 1994 and known as Trust No. 118678, LASALLE NATIONAL TRUST, N.A., not personally but solely as Trustee under Trust Agreement dated August 1, 1994 and known as Trust No. 118802 and LASALLE NATIONAL TRUST, N.A., not personally but solely as Trustee under Trust Agreement dated August 1, 1994 and known as (collectively "Borrower"), having an address at 135 South LaSalle Street, Chicago, Illinois 60603, to LASALLE NATIONAL BANK (the "Lender"), having an address at 120 South LaSalle Street, Chicago, Illinois 60603.

MORTGAGE

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TOGETHER WITH all fixtures and articles of personal property now or hereafter owned by Borrower and forming a part of or used in connection with the Land or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidders, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Land or the Improvements in any manner; it being mutually agreed that all of the aforesaid property owned by Borrower and placed on the Land or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty, and security for the Indebtedness; notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code), this instrument shall

to Borrower to collect the rentals under any such Lease;

TOGETHER WITH all interest of Borrower in all leases now or hereafter on the Premises, whether written or oral (the "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given

in accordance with the terms and conditions of the Loan Agreement;

TOGETHER WITH all income from the Premises to be applied against the Indebtedness; provided, however, that Borrower, so long as no Default has occurred and is continuing hereunder, may collect income as it becomes due, but not more than one (1) month in advance thereof, and Borrower or Beneficiary may use such income and proceeds in

TOGETHER WITH all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Land, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Borrower of, in and to the same.

additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of Borrower in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Borrower or on its behalf (the "Improvements");

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1. Payment of Indebtedness and Performance of Covenants. Borrower shall (a) pay the Indebtedness and Release Prices (as hereinafter defined) when due; and (b) punctually perform and observe all of the requirements of the Note, this Mortgage and the other Loan Documents. Borrower shall have the privilege of making prepayments on the principal of the

BORROWER FURTHER COVENANTS AND AGREES AS FOLLOWS:

PROVIDED, NEVERTHELESS, that if Borrower shall pay in full when due the Indebtedness and shall timely perform and observe all of the provisions herein and in the Note and the other Loan Documents provided to be performed and observed by Borrower, then the lien of this Mortgage and the interest of Lender in the Premises shall be released at the cost of Borrower but shall otherwise remain in full force.

BORROWER COVENANTS that it is lawfully seized of the Land, that other than the Permitted Exceptions set forth on Exhibit B of the Loan Agreement, the same is unencumbered, and that it has good right, full power and lawful authority to convey and mortgage the same, and that it will warrant and forever defend the Land and the quiet and peaceful possession of the same against the lawful claims of all persons whomsoever.

TO HAVE AND TO HOLD the Premises, unto Lender, its successors and assigns, forever, for the purposes and upon the uses herein set forth together with all right to possession of the Premises after the occurrence of any Default as hereinafter defined; Borrower hereby **RELEASING AND WAIVING** all rights under and by virtue of the homestead exemption laws of the State of Illinois.

TOGETHER WITH all proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof; and Borrower hereby appoints Lender its attorney-in-fact and authorizes Lender, at its option, on behalf of Borrower, or the successors or assigns of Borrower, to adjust, compromise, claim, collect and receive such proceeds, to give proper acquittances therefor and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by Lender, of the Indebtedness, notwithstanding the fact that the same may not then be due or that the Indebtedness is otherwise adequately secured, subject, however, to the terms and conditions of the Illinois Condominium Property Act, the Declarations and the CCR (as such terms are defined in the Loan Agreement);

constitute a security agreement, creating a security interest in such goods, as collateral, in Lender as a secured party and Borrower as Debtor, all in accordance with said Uniform Commercial Code as more particularly set forth in Paragraph 14 hereof; and

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3.2 Contest of Mechanic's Liens Claims. Notwithstanding the foregoing prohibition against encumbrances, Borrower may in good faith and with reasonable diligence contest the validity or amount of any mechanics' lien and defer payment and discharge thereof during the pendency of such contest, provided that:

3.1 Prohibition. Subject to the provisions of Paragraph 4 hereof, Borrower shall not create or suffer or permit any encumbrance to attach to or be filed against the Premises or any part thereof, excepting only (i) the lien of real estate taxes and assessments not due, (ii) any liens and encumbrances of Lender, and (iii) any other lien or encumbrance permitted by the terms hereof, including the junior mortgage lien described in paragraph 15 hereof.

3. Liens.

2. Maintenance, Repair, Compliance with Law, Use, etc. Borrower shall (a) promptly repair or restore any portion of the Improvements which may become damaged, whether or not proceeds of insurance are available or sufficient for that purpose; (b) keep the Premises in good condition and free from waste; (c) pay all operating costs of the Premises; (d) complete, within a reasonable time, any Improvements at any time in the process of erection upon the Premises; (e) comply with all requirements of law relating to the Premises or any part thereof by any governmental authority; (f) refrain from any action and correct any condition which would increase the risk of fire or other hazards to the Improvements; (g) comply with any restrictions of record with respect to the Premises and the use thereof; and observe and comply with any conditions necessary to preserve and extend any and all rights, licenses, permits (including, without limitation, zoning variances, special exceptions and nonconforming uses), privileges, franchises and concessions that are applicable to the Premises or its use and occupancy; and (h) cause the Premises to be managed in a competent and professional manner by a manager approved by Lender. Lender hereby approves of Habitat Management Co. or Atlantis Realty Group, Ltd. or its affiliate as a satisfactory manager. Without the prior written consent of Lender, Borrower shall not cause, suffer or permit any (i) material alterations of the Premises except as required by law or except as permitted or required to be made by the terms of the Loan Agreement; (ii) change in the intended use or occupancy of the Premises for which the Improvements were constructed; (iii) change in the identity of the person or firm responsible for managing the Premises; (iv) zoning reclassification with respect to the Premises; (v) unlawful use of, or nuisance to exist upon, the Premises; or (vi) granting of any easements, licenses, covenants, conditions or declarations of use against the Premises, other than use restrictions contained or provided for in Leases approved by Lender.

Note (in addition to the required payments thereunder or payment of applicable Release Prices, as provided in the Loan Agreement) in accordance with the terms and conditions set forth in the Note, but not otherwise.

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4.2 **Contest.** Borrower, in good faith and with reasonable diligence, may contest the validity or amount of any such Taxes, provided that:

4.1 **Payment.** Borrower shall pay when due all taxes, assessments and charges of every kind levied or assessed against the Premises or any interest therein or any obligation or instrument secured hereby, and all installments thereof (all herein generally called "Taxes"), whether or not assessed against Borrower, and Borrower shall furnish to Lender receipts therefor on or before the date the same are due; and shall discharge any claim or lien relating to taxes upon the Premises, other than matters expressly permitted by the terms hereof.

4. **Taxes.**

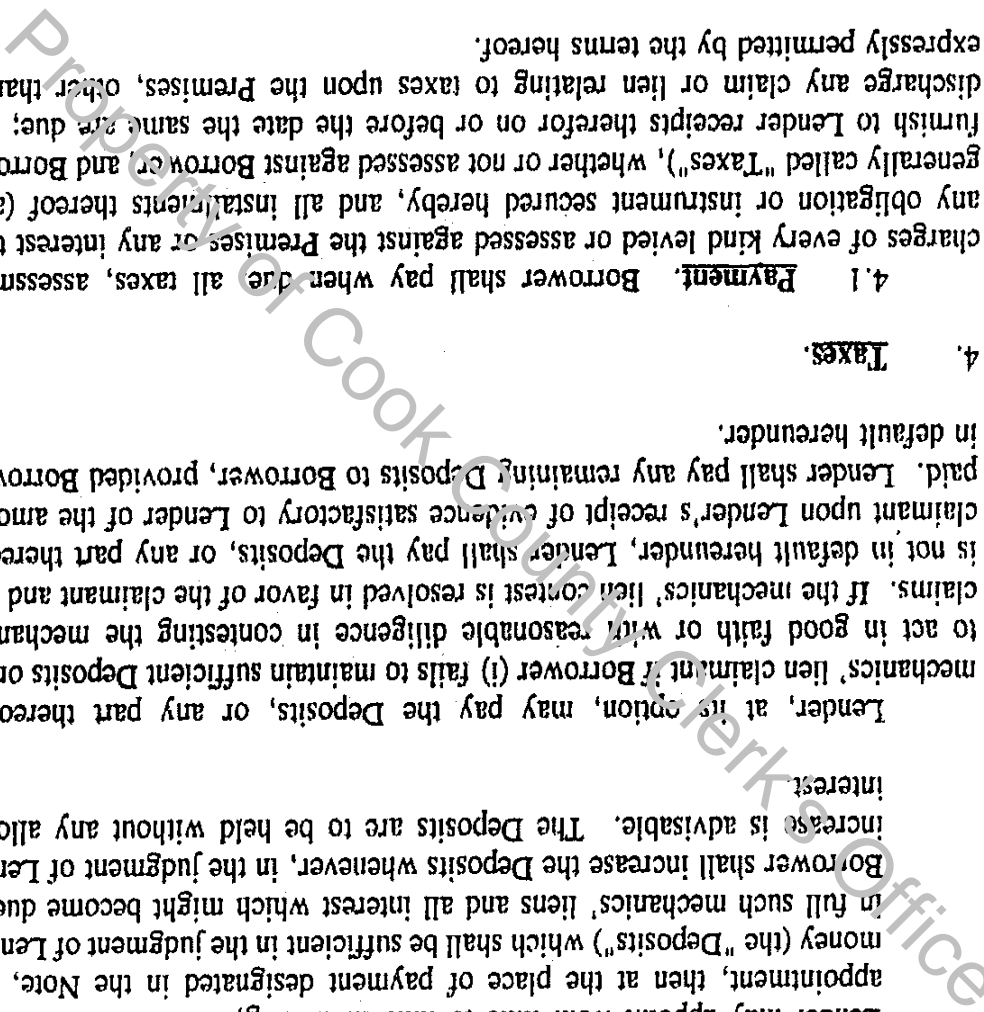
Lender, at its option, may pay the Deposits, or any part thereof, to the mechanics' lien claimant if Borrower (i) fails to maintain sufficient Deposits or (ii) fails to act in good faith or with reasonable diligence in contesting the mechanics' liens claims. If the mechanics' lien contest is resolved in favor of the claimant and Borrower is not in default hereunder, Lender shall pay the Deposits, or any part thereof, to the claimant upon Lender's receipt of evidence satisfactory to Lender of the amount to be paid. Lender shall pay any remaining Deposits to Borrower, provided Borrower is not in default hereunder.

3.2.3 Borrower shall have either obtained a title insurance endorsement over such mechanics' liens insuring Lender against loss by reason of the mechanics' Liens or Borrower shall have deposited with Lender at such place as Lender may appoint from time to time in writing, and in the absence of such appointment, then at the place of payment designated in the Note, a sum of money (the "Deposits") which shall be sufficient in the judgment of Lender to pay in full such mechanics' liens and all interest which might become due thereon. Borrower shall increase the Deposits whenever, in the judgment of Lender, such increase is advisable. The Deposits are to be held without any allowance of interest.

3.2.2 Within ten (10) days after Borrower has been notified of the filing of such mechanics' lien, Borrower shall have notified Lender in writing of Borrower's intention to contest such mechanics' lien; and

3.2.1 Such contest shall prevent the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such mechanics' lien;

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5. Change in Tax Laws. If, by the laws of the United States of America, or of any state or municipality having jurisdiction over Lender, Borrower or the Premises, any tax is imposed or becomes due in respect of the issuance of the Note or the recording of this Mortgage, Borrower shall pay such tax in the manner required by such law. In the event that any law, statute, rule, regulation, order or court decree has the effect of deducting from the value of the Premises for the purpose of taxation any lien thereon, or imposing upon Lender the payment of the whole or any part of the taxes required to be paid by Borrower, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of Lender in the Premises, or the manner of collection of taxes, so as to affect this Mortgage, the Indebtedness or Lender, then Borrower, upon demand by Lender, shall pay such taxes, or reimburse Lender therefor on demand, unless Lender determines, in Lender's exclusive

If Borrower fails to (i) prosecute such contest with reasonable diligence or (ii) maintain sufficient funds on deposit as hereinabove provided, Lender, at its option, may apply the monies and liquidate any securities deposited with Lender, in payment of, or on account of, such Taxes, or any portion thereof then unpaid, including all penalties and interest thereon. If the amount of the money and any such security so deposited is insufficient for the payment in full of such Taxes, together with all penalties and interest thereon, Borrower shall forthwith, upon demand, either deposit with Lender a sum that, when added to such funds then on deposit, is sufficient to make such payment in full, or, if Lender has applied funds on deposit on account of such Taxes, restore such deposit to an amount satisfactory to Lender. Provided that Borrower is not then in default hereunder, Lender shall, after final disposition of such contest and upon Borrower's written request and Borrower's delivery to Lender of an official bill for such Taxes, apply the money so deposited in full payment of such Taxes or that part thereof then unpaid, together with all penalties and interest thereon.

4.2.3 Borrower has deposited with Lender, at such place as Lender may designate from time to time in writing, a sum of money or other security acceptable to Lender that, when added to the monies or other security, if any, deposited with Lender pursuant to Paragraph 8 hereof, is sufficient, in Lender's judgment, to pay in full such contested Tax, including interest and penalties, and Lender deems such an increase advisable. Any deposits made hereunder are to be held without any allowance of interest thereon.

4.2.2 Borrower has notified Lender in writing of the intention of Borrower to contest the same before any Tax has been increased by any interest, penalties or costs; and

4.2.1 Such contest shall prevent the collection of the Taxes so contested and the sale or forfeiture of the Premises or any part thereof or interest therein to satisfy the same;

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Judgment, that such payment or reimbursement by Borrower is unlawful; in which event the
 Indebtedness shall be due within thirty (30) days after written demand by Lender to Borrower.
 Nothing in this Paragraph 5 shall require Borrower to pay any income, franchise or excise tax
 imposed upon Lender, excepting only such which may be levied against the income of Lender
 as a complete or partial substitute for taxes required to be paid by Borrower pursuant hereto.

6. **Insurance Coverage.** Borrower will insure the Premises against such perils and
 hazards, and in such amounts and with such limits, as Lender may require from time to time,
 and in any event, will continuously maintain the following described policies of insurance (the
 "Insurance Policies");

6.1 Builder's risk insurance on an "all risks" basis for one hundred percent
 (100%) of the insurable value of all construction work in place or in progress from time
 to time insuring the Project, including materials in storage and while in transit, against
 loss or damage by fire or other casualty, with extended coverage, vandalism and
 malicious mischief coverage, bearing a replacement cost agreed amount endorsement;

6.2 For any portion of the Project which has been completed, casualty
 insurance against loss and damage by all risks of physical loss or damage, including fire,
 windstorm, flood, earthquake, vandalism and other risks covered by the so-called
 extended coverage endorsement, in amounts not less than the full insurable replacement
 value of all improvements, fixtures and equipment from time to time on the Premises and
 bearing a replacement cost agreed amount endorsement;

6.3 Comprehensive public liability insurance against death, bodily injury and
 property damage in an amount not less than Ten Million and No/100 Dollars
 (\$10,000,000.00);

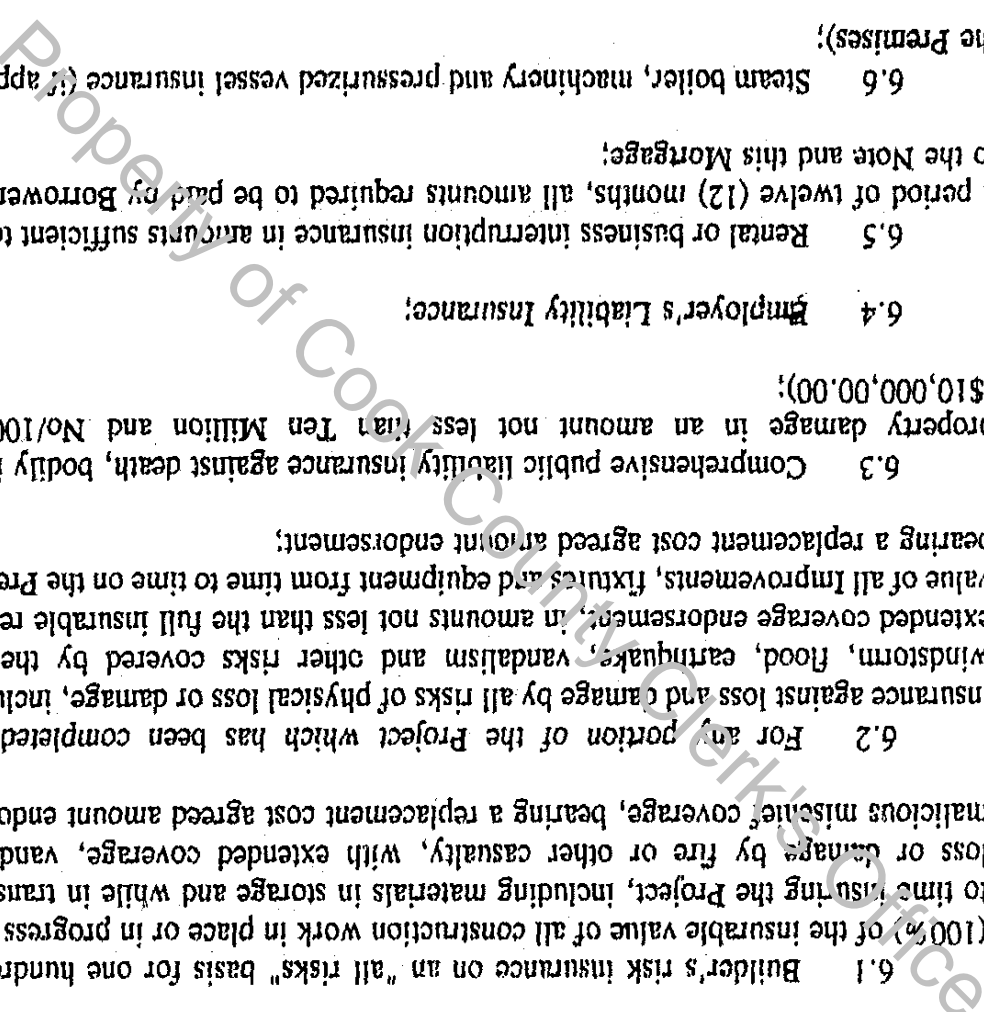
6.4 Employer's Liability Insurance;

6.5 Rental or business interruption insurance in amounts sufficient to pay, for
 a period of twelve (12) months, all amounts required to be paid by Borrower pursuant
 to the Note and this Mortgage;

6.6 Steam boiler, machinery and pressurized vessel insurance (if applicable to
 the Premises);

6.7 If the Federal Insurance Administration (FIA) has designated the Premises
 to be in a special flood hazard area and has designated the community in which the
 Premises are located eligible for sale of subsidized insurance, first and second layer flood
 insurance when and as available; and

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8.1 Borrower, if required by Lender, shall deposit with Lender on the first business day of each month, an amount equal to one-twelfth (1/12) of the Taxes and Premiums thereof to become due with respect to the Premises between (1) one and thirteen (13) months after the date of such deposit, provided that in the case of the first such deposit, Borrower shall deposit in addition an amount which, when added to the aggregate amount of monthly deposits to be made hereunder with respect to Taxes and Premiums to become due within thirteen (13) months after such first deposit, will provide (without interest) a sufficient fund to pay such Taxes and Premiums one (1) month prior to the date when they are due. The amounts of such deposits (herein generally called "Tax and Insurance Deposits") shall be based upon Lender's estimate of the amount of Taxes and Premiums. Borrower, promptly upon the demand of Lender, shall make additional Tax and Insurance Deposits as Lender may require from time to time due to (i) failure of Lender to require, or failure of Borrower to make, Tax and Insurance Deposits in previous months, (ii) underestimation of the amounts of Taxes and/or Premiums, due dates and amounts of Taxes and/or Premiums, or (iii) application of the Tax and Insurance Deposits pursuant to Paragraph 8.3 hereof. Additionally, upon the execution hereof, Borrower shall deposit with Lender, as a Tax and Insurance Deposit, the amount of all Taxes and Premiums to become due and payable prior to the first monthly Tax and Insurance Deposit or within one (1) month thereafter. Lender shall hold all Tax and Insurance Deposits without any allowance of interest thereon.

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8. Deposits for Taxes and Insurance Premiums. In order to assure the payment of Taxes and insurance policy premiums ("Premiums") when due:

7. Insurance Policies. All Insurance Policies shall be in form, companies and amounts reasonably satisfactory to Lender. All Insurance Policies shall (i) include, when available, non-contributing Lender endorsements in favor of and with loss payable to Lender, (ii) include standard waiver of subrogation endorsements, (iii) provide that the coverage shall not be terminated or materially modified without thirty (30) days' advance written notice to Lender, and (iv) provide that no claims shall be paid thereunder without ten (10) days' advance written notice to Lender. Borrower will deliver copies of all Insurance Policies and original insurance binders to Lender evidencing the coverage of all Insurance Policies, premium prepaid or paid in installments over a period not to exceed eight (8) months, and will deliver renewal or replacement policies at least thirty (30) days prior to the date of expiration of any policy. The requirements of the preceding sentence shall apply to any separate policies of insurance taken out by Borrower concurrent in form or contributing in the event of loss with the Insurance Policies. Insurance Policies maintained by tenants under the Leases, if in conformity with the requirements of this Mortgage and if approved by Lender, may be presented to Lender in satisfaction of Borrower's obligation to provide the insurance coverages provided by those Insurance Policies.

6.8 The types and amounts of coverage as are customarily maintained by owners or operators of like properties.

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9.1 In case of loss or damage in excess of One Million Dollars (\$1,000,000) covered by any of the Insurance Policies, Lender (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be), at its option, may either (i) settle and adjust any claim under such Insurance Policies without the consent of Borrower, or (ii) allow Borrower to settle and adjust such claim without the consent of Lender; provided that in either case Lender shall, and is hereby

9. Proceeds of Insurance. Borrower will give Lender prompt notice of any loss or damage to the Premises, and:

8.5 The provisions of this Mortgage are for the benefit of Borrower and Lender alone. No provision of this Mortgage shall be construed as creating in any other party any rights in and to the Tax and Insurance Deposits or any rights to have the Tax and Insurance Deposits applied to payment of Taxes and Premiums. Lender shall have no obligation or duty to any third party to collect Tax and Insurance Deposits.

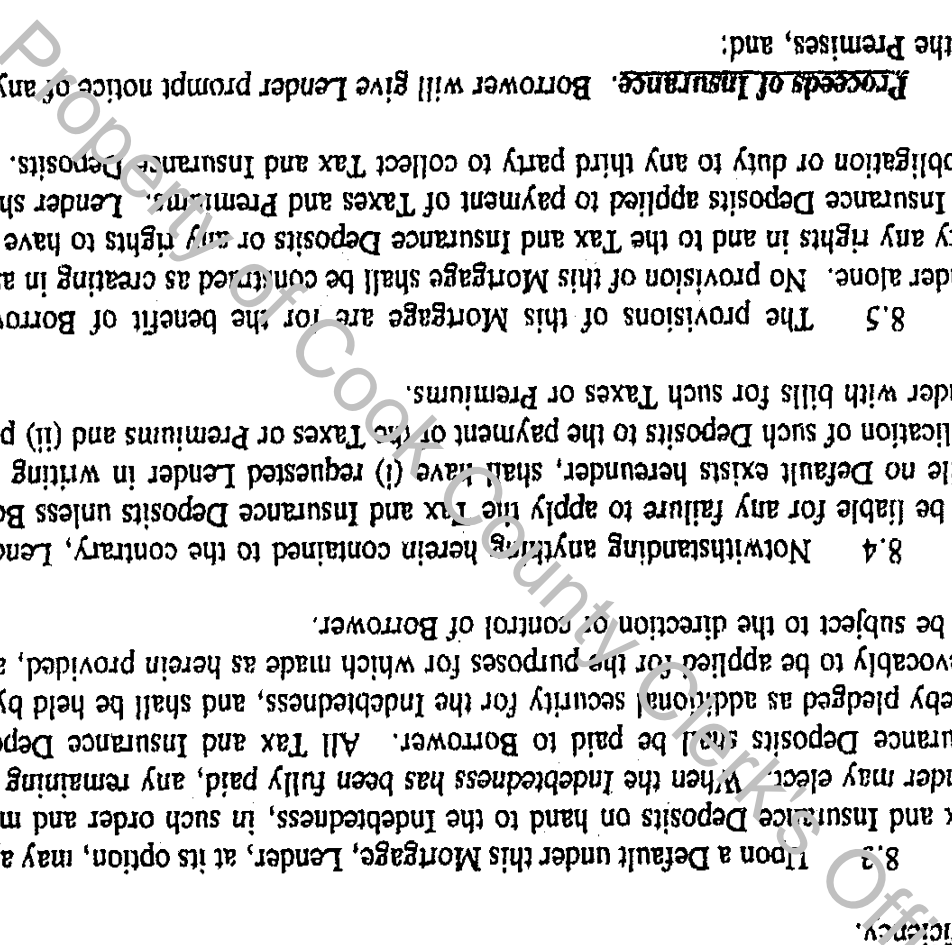
8.4 Notwithstanding anything herein contained to the contrary, Lender shall not be liable for any failure to apply the Tax and Insurance Deposits unless Borrower, while no Default exists hereunder, shall have (i) requested Lender in writing to make application of such Deposits to the payment of the Taxes or Premiums and (ii) presented Lender with bills for such Taxes or Premiums.

8.3 Upon a Default under this Mortgage, Lender, at its option, may apply any Tax and Insurance Deposits on hand to the Indebtedness, in such order and manner as Lender may elect. When the Indebtedness has been fully paid, any remaining Tax and Insurance Deposits shall be paid to Borrower. All Tax and Insurance Deposits are hereby pledged as additional security for the Indebtedness, and shall be held by Lender irrevocably to be applied for the purposes for which made as herein provided, and shall not be subject to the direction or control of Borrower.

8.2 Lender will pay, out of the Tax and Insurance Deposits, upon the presentation to Lender by Borrower of the bills therefor, the Taxes and Premiums or will reimburse, upon the presentation of receipted bills therefor, Borrower for such payments made by Borrower. If the total Tax and Insurance Deposits on hand shall not be sufficient to pay all of the Taxes and Premiums when the same shall become due, then Borrower shall pay to Lender on demand the amount necessary to make up the deficiency.

Notwithstanding any provision hereof to the contrary, Lender shall not require Borrower to make Tax and Insurance Deposits unless one or more of the following events has occurred: (i) a Default has occurred hereunder; (ii) Borrower has failed to provide for the payment of Taxes and Premiums in a manner satisfactory to Lender; or (iii) Borrower has failed to maintain the Insurance Policies in a manner satisfactory to Lender.

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10. Disbursement of Insurance Proceeds. Insurance proceeds held by Lender for restoration or repairing of the Premises shall be disbursed from time to time upon Lender being furnished with (i) evidence satisfactory to it of the estimated cost of the restoration or repair, (ii) funds sufficient in addition to the proceeds of insurance, to fully pay for the restoration or repair and to pay debt service on the Loan during the period of restoration or repair, and (iii) such architect's certificates, waivers of lien, contractor's sworn statements, fire insurance endorsements, plats of survey and such other evidences of cost, payment and performance as Lender may require and approve. No payment made prior to the final completion of the restoration or repair shall exceed ninety percent (90%) of the value of the work performed from time to time, as such value shall be determined by Lender in its sole judgment; funds deposited hereunder other than insurance proceeds shall be disbursed prior to disbursement of such proceeds; and at all times the undisbursed balance of such proceeds remaining in the hands of Lender, together with funds deposited or irrevocably committed, to the satisfaction of Lender, by or on behalf of Borrower to pay the cost of such repair or restoration, shall be sufficient in

9.3 Whether or not insurance proceeds are made available to Borrower, Borrower shall restore or repair the improvements, to be of at least equal value, and of substantially the same character as prior to such casualty, all to be effected in accordance with plans, specifications and procedures approved in advance by Lender, and Borrower shall pay all costs of such restoring or repairing.

9.2 Lender, in its sole discretion, shall elect to apply the proceeds of Insurance Policies collected by Lender pursuant to Section 9.1 above either (i) to reduce the indebtedness; or (ii) to reimburse Borrower for the cost of restoring or repairing the Premises subject to the conditions and in accordance with the provisions of Paragraph 10 hereof. In the event Lender applies the proceeds of Insurance Policies to the indebtedness and such proceeds do not discharge that indebtedness in full, the entire indebtedness shall become immediately due and payable with interest thereon at the Default Rate specified in the Note (the "Default Rate").

Each insurance company which has issued an Insurance Policy is hereby authorized and directed to make payment for all losses covered by any Insurance Policy in excess of One Million Dollars (\$1,000,000) to Lender alone, and not to Lender and Borrower jointly. In case of any loss or damage less than One Million Dollars (\$1,000,000), Borrower may settle any such claim and apply the proceeds to the repair and restoration of the Premises. Notwithstanding anything to the contrary contained herein, the collection of any insurance proceeds by Lender or Borrower is subject to the terms and provisions of the Illinois Condominium Property Act, the Declarations and the CCR.

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12. Assignment of Rents, Leases and Profits. To further secure the Indebtedness, Borrower hereby assigns unto Lender all of the rents, leases and income now or hereafter due under any Leases agreed to by Borrower or the agents of Borrower or which may be made or agreed to by Lender under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such Leases, rents and income thereunder, to Lender. Borrower hereby irrevocably appoints Lender its attorney-in-fact (this power of attorney and any other powers of attorney granted herein are powers coupled with an interest and cannot be re-

11. Condemnation and Eminent Domain. All awards (the "Awards") made to the present, or any subsequent, owner of the Premises, by any governmental or other lawful authority for the taking, by condemnation or eminent domain, of all or any part of the Premises, are hereby assigned by Borrower to Lender. Lender may collect the Awards from the condemnation authorities, and may give appropriate acquittances therefor. Borrower shall immediately notify Lender of the actual or threatened commencement of any condemnation or eminent domain proceedings affecting any part of the Premises and shall deliver to Lender copies of all papers served in connection with any such proceedings. Borrower shall make, execute and deliver to Lender, at any time upon request, free of any encumbrance, any further assignments and other instruments deemed necessary by Lender for the purpose of assigning the Awards to Lender. If any portion of or interest in the Premises is taken by condemnation or eminent domain, and the remaining portion of the Premises is not, in the judgment of Lender, a complete economic unit having equivalent value to the Premises as it existed prior to the taking, then, at the option of Lender, the entire Indebtedness shall immediately become due. After deducting from the Award for such taking all of its expenses incurred in the collection and administration of the Award, including attorneys' fees, Lender shall be entitled to apply the net proceeds toward repayment of such portion of the Indebtedness as it deems appropriate without affecting the lien of this Mortgage, subject, however, to the terms and conditions of the Illinois Condominium Property Act, the Declarations and the CCR. In the event of any partial taking of the Premises or any interest in the Premises, which, in the judgment of Lender, leaves the Premises as a complete economic unit having equivalent value to the Premises as it existed prior to the taking, and provided Borrower is not in default hereunder, the Award shall be applied to reimburse Borrower for the cost of restoration and rebuilding the Premises in accordance with plans, specifications and procedures approved in advance by Lender, and such Award shall be disbursed in the same manner as is provided above for the application of insurance proceeds. If all or any part of the Award is not applied for reimbursement of such restoration costs, the Award shall be applied, at the option of Lender, against the Indebtedness in such order or manner as Lender shall elect, or paid to Borrower, subject, however, to the terms and conditions of the Illinois Condominium Property Act, the Declarations and the CCR.

the reasonable judgment of Lender to pay the entire unpaid cost of the restoration or repair, free of all liens or claims for lien. Any surplus remaining out of insurance proceeds held by Lender after payment of such costs of restoration or repair shall be paid to Borrower, provided Borrower is not in default hereunder. No interest shall be allowed to Borrower on account of any proceeds of insurance or other funds held by Lender.

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14. **Security Agreement.** Borrower and Lender agree that this Mortgage shall constitute a Security Agreement within the meaning of the Illinois Uniform Commercial Code (hereinafter referred to as the "Code") with respect to (i) all sums at any time on deposit for the benefit of Lender or held by the Lender (whether deposited by or on behalf of Borrower or anyone else) pursuant to any of the provisions of the Mortgage or the other Loan Documents, specifically excluding, however, any earnest money deposits made by purchasers under Unit

13. **Observance of Lease Assignment.** Borrower agrees that if Borrower shall terminate or modify any of the Leases without Lender's prior written consent, or if Borrower shall suffer any default under the provisions of any assignment of any Lease given as additional security for the payment of the Indebtedness and such default shall not be cured within the applicable grace period provided therein; then such default shall constitute a Default and at the option of Lender, and upon thirty (30) days notice to Borrower, the Indebtedness shall become due.

of those assignments shall control in the event of a conflict with the terms of this Mortgage. collateral assignment of rents or separate assignments of any of the Leases to Lender, the terms and consistent with the Leases. If Lender requires that Borrower execute and record a separate and promptly request estoppel letters from each commercial tenant in a form satisfactory to Lender Borrower will furnish Lender with executed copies of each of the Leases and Borrower shall applicable cure periods set forth herein. Within thirty (30) days of Lender's written demand, be continuing under this Mortgage, which Default shall not have been cured within the exercise any of the powers conferred upon it by this Paragraph until a Default shall exist and Although the assignment contained in this Paragraph is a present assignment, Lender shall not further assurances and assignments in the Premises as Lender shall require from time to time. upon any part of the Premises and shall execute and deliver, at the request of Lender, all such exercise of the powers herein granted Lender. Borrower shall assign to Lender all future leases pursuant to Paragraph 18 hereof. Borrower expressly waives all liability of Lender in the in possession in the absence of the taking of actual possession of the Premises by Lender of the Premises. Nothing herein contained shall be construed as constituting Lender a mortgagee it will not assign any of the rents or profits of the Premises, except to a purchaser or grantee set-off against any person in possession of any portion of the Premises. Borrower agrees that reduced or otherwise discharged or compromised by Borrower. Borrower waives any rights of the payment of none of the rents for any portion of the Premises has been or will be waived, in possession of any portion of the Premises for more than one installment in advance and that Paragraph 18 hereof. Borrower represents that no rent has been or will be paid by any person indemnity as Lender would have upon taking possession pursuant to the provisions of powers and subject to the same immunities, exoneration of liability and rights of recourse and Agreement), and to collect all rents due under each of the Leases, with the same rights and of any purchaser under a Sale Contract for a Unit (as such terms are defined in the Loan Premises to any party upon such terms as Lender shall determine, subject, however, to the rights possession of the Premises as provided in Paragraph 18 hereof, to lease any portion of the voked, modified or altered without the written consent of Lender) with or without taking

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14.5 No Financing Statement (other than Financing Statements showing Lender as the sole secured party, or with respect to liens or encumbrances, if any, expressly permitted hereby, including the junior mortgage lien permitted under paragraph 15 hereof) covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and Borrower, at its own cost and expense, upon demand, will furnish to Lender such further information and will execute and deliver to Lender such financing statements and other documents in form satisfactory to Lender and will do all such acts as Lender may request at any time or from time to time or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness, subject to no other liens or encumbrances, other than liens or encumbrances benefiting Lender and no other party and liens and

14.4 The only persons having any interest in the Premises are Borrower, Lender and holders of interests, if any, expressly permitted hereby, including purchasers of Units in the Premises pursuant to Sales Contracts or lessees under Leases.

14.3 The Collateral will be kept at the Land and, except for Obsolete Collateral (as hereinafter defined), will not be removed therefrom without the consent of Lender (being the Secured Party as that term is used in the Code). The Collateral may be affixed to the Land but will not be affixed to any other real estate.

14.2 The Collateral is to be used by Borrower solely for business purposes.

14.1 Borrower (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the lien hereof, other liens and encumbrances benefiting Lender and no other party, and liens and encumbrances, if any, expressly permitted by the other Loan Documents.

Sales Contracts or any monies on deposit in the Unit Improvement Account (as defined in the Loan Agreement), and (ii) with respect to any personal property included in the granting clauses of this Mortgage, which personal property may not be deemed to be affixed to the Premises or may not constitute a "fixture" (within the meaning of Section 9-313 of the Code) (which property is hereinafter referred to as "Personal Property"), and all replacements of, substitutions for, additions to, and the proceeds thereof (all of said Personal Property and the replacements, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as the "Collateral"), and that a security interest in and to the Collateral is hereby granted to the Lender, and the Collateral and all of Borrower's right, title and interest therein are hereby assigned to Lender, all to secure payment of the Indebtedness. All of the provisions contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this Paragraph shall not limit the applicability of any other provision of this Mortgage but shall be in addition hereto:

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14.8 This Mortgage is intended to be a financing statement within the purview of Section 9-402(6) of the Code with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Premises. The addresses of Borrower (Debtor) and Lender (Secured Party) are hereinabove set forth. This

Code. 14.7 The terms and provisions contained in this Paragraph 14, unless the context otherwise requires, shall have the meanings and be construed as provided in the

14.6 Upon the occurrence and continuance of a Default hereunder, Lender shall have the remedies of a secured party under the Code, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose, so far as Borrower can give authority therefor, with or without judicial process, may enter (if this can be done without breach of the peace) upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Lender shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to return the Collateral subject to Borrower's right of redemption in satisfaction of Borrower's obligations, as provided in the Code. Lender may render the Collateral unusable without removal and may dispose of the Collateral on the Premises. Lender may require Borrower to assemble the Collateral and make it available to Lender for its possession at a place to be designated by Lender which is reasonably convenient to both parties. Lender will give Borrower at least twenty (20) days' notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of Borrower hereinafter set forth at least twenty (20) days before the time of the sale or disposition. Lender may buy at any public sale. Lender may buy at private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations. Any such sale may be held in conjunction with any foreclosure sale of the Premises. If Lender so elects, the Premises and the Collateral may be sold as one lot. The net proceeds realized upon any such disposition, after deduction for the expenses of making, holding, preparing for sale, selling and the reasonable attorneys' fees and legal expenses incurred by Lender, shall be applied against the indebtedness in such order or manner as Lender shall select. Lender will account for and pay to Borrower any surplus realized on such disposition.

encumbrances (if any) expressly permitted hereby; and Borrower will pay the cost of filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by Lender to be desirable.

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in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly (including the nominee agreement), voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this Paragraph 15 shall not apply (i) to liens securing the indebtedness, (ii) to the lien of current taxes and assessments not in default, (iii) to any transfers of the Premises, or part thereof, or interest therein, or any beneficial interests, or shares of stock or partnership or joint venture interests, as the case may be, by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate or personal representatives, (iv) to the sale of any Units as

15.4 All or any part of the partnership interest of Beneficiary;

15.3 Any shares of capital stock of the corporation which is the general partner in Beneficiary or a corporation which is the owner of substantially all of the capital stock of such corporation (other than the shares of capital stock of a corporate trustee or a corporation whose stock is publicly traded on a national securities exchange or on the National Association of Securities Dealers' Automated Quotation System);

15.2 All or any portion of the beneficial interest or power of direction in or to the trust under which Borrower is acting, if Borrower is a Trustee;

15.1 The Premises or any part thereof or interest therein, excepting only sales or other dispositions of Collateral (herein called "Obsolete Collateral"), no longer useful in connection with the operation of the Premises, provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by Collateral of at least equal value and utility which is subject to the lien hereof with the same priority as with respect to the Obsolete Collateral;

15. Restrictions on Transfer. (a) Borrower, without the prior written consent of Lender, shall not effect, suffer or permit any "Prohibited Transfer" (as defined herein). Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of any of the following properties or interests shall constitute a "Prohibited Transfer":

14.9 To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all Leases between Borrower or its agents as lessor, and various tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said Leases, together with all of the right, title and interest of Borrower, as lessor thereunder.

Mortgage is to be filed for recording with the Recorder of Deeds of the county or counties where the Premises are located. Borrower is the record owner of the Premises.

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occur:

16. **Defaults.** If one or more of the following events (herein called "Defaults") shall

it is a reasonable one.

(b) In determining whether or not to make the loan secured hereby, Lender evaluated the background and experience of Borrower's beneficiary and the partners thereof in owning and operating property such as the Premises, found it acceptable and relied and continues to rely upon same as the means of maintaining the value of the Premises which is Lender's security for the Note. Borrower's beneficiary and its partners are well experienced in borrowing money and owning and operating property such as the Premises, were ably represented by a licensed attorney at law in the negotiation and documentation of the loan secured hereby and bargained at arm's length and without duress or any kind for all of the terms and conditions of the loan, including this provision. Borrower and Borrower's beneficiary recognize that Lender is entitled to keep its loan portfolio at current interest rates by either making new loans at such rates or collecting assumption fees and/or increasing the interest rate on a loan, the security for which is purchased by a party other than the original beneficiary of Borrower. Borrower and Borrower's beneficiary further recognize that any secondary junior financing placed upon the Premises (except as permitted in subparagraph (a) above), or the beneficial interest of the beneficiary in Borrower (a) may divert funds which would otherwise be used to pay the Note secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrance which would force Lender to take measures and incur expenses to protect its security; (c) would detract from the value of the Premises should Lender come into possession thereof with the intention of selling same; and (d) would impair Lender's right to accept a deed in lieu of foreclosure, as a foreclosure by Lender would be necessary to clear the title to the Premises. In accordance with the foregoing and for the purposes of (i) protecting Lender's security, both of repayment and of value of the Premises; (ii) giving Lender the full benefit of his bargain and contract with Borrower and Borrower's beneficiary; (iii) allowing Lender to raise the interest rate and collect assumption fees; and (iv) keeping the Premises and the beneficial interest free of subordinate financing liens (except as permitted by subparagraph (a) above), Borrower and Borrower's beneficiary agree that if this Paragraph 15 is deemed a restraint on alienation, that

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provided in Article 13 of the Loan Agreement, (v) to the sale of any model Units to a partnership under common control with Beneficiary, provided that such model Units shall be leased to Beneficiary for a reasonable rent and Beneficiary's leasehold rights (and any right of Beneficiary to purchase such Unit) shall be assigned to Lender as additional collateral for the Loan, (vi) to the sale of any partnership interest in Beneficiary or any shares of stock in the general partner of Beneficiary, provided that upon the consummation of any such sale, there shall be no change in the "control" of Beneficiary or its general partner, as the case may be, or (vii) to a junior mortgage lien in an amount not to exceed Two Million Dollars (\$2,000,000) in favor of River Plaza Venture, provided, however, that no payments on the debt secured by the junior mortgage shall be made until the Indebtedness has been paid in full. As used in this paragraph 15, "control" shall mean the power to directly or indirectly cause the direction of the management or policies of the entity.

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- 16.1 If any default is made in the due and punctual payment of the monies required under the Note, under this Mortgage or under the other Loan Documents, within ten (10) days after such payment is due;
- 16.2 Except as provided under Paragraphs 16.3, 16.4 and 16.5 hereof, if default shall exist for any reason other than the non-payment of money hereunder or under any other document or instrument regulating, evidencing, securing or guaranteeing any of the indebtedness, including, but not limited to, any of the Loan Documents, and in each case after the expiration of the applicable cure period or if no express cure period is provided, then in each case, if such default shall continue for thirty (30) days after notice thereof by Lender to Borrower; provided, however, that if such Default cannot by its nature be cured within such thirty (30) day period and Borrower shall commence and thereafter diligently pursue a cure of such Default, then Borrower shall have an additional sixty (60) days to cure such Default;
- 16.3 The occurrence of a Prohibited Transfer;
- 16.4 If any of the information contained in any documentation provided to Lender by Borrower or the beneficiary of Borrower in conjunction with the Indebtedness shall not be true, accurate and complete in all material respects;
- 16.5 If (and for the purpose of this subparagraph 16.5 only, the term Borrower shall mean not only Borrower, but also any beneficiary of a trustee Borrower, any general partner in a partnership Borrower or in a partnership which is a beneficiary of a trustee Borrower, any owner of more than ten percent (10%) of the stock in a corporate Borrower or a corporation which is the beneficiary of a trustee Borrower and each person who, as guarantor, co-maker or otherwise, shall be or become liable for or obligated upon all or any part of the Indebtedness or any of the covenants or agreements contained herein):
- 16.5.1 Borrower shall file a voluntary petition in bankruptcy or for relief under the federal Bankruptcy Act or any similar state or federal law;
- 16.5.2 Borrower shall file a pleading in any proceeding admitting insolvency;
- 16.5.3 Within sixty (60) days after the filing against Borrower of any involuntary proceeding under the federal Bankruptcy Act or similar state or federal law, such proceedings shall not have been vacated;
- 16.5.4 A substantial part of Borrower's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within sixty (60) days;

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18. Right of Possession. When the Indebtedness shall become due, whether by acceleration or otherwise, or if Lender has a right to institute foreclosure proceedings, Borrower shall surrender to Lender, forthwith upon demand of Lender, and Lender shall be entitled to be placed in possession of the Premises as provided in the Act, and Lender, in its discretion and

and payable by Borrower, with interest thereon at the Default Rate until paid. specifically therewith, shall be so much additional Indebtedness and shall be immediately due or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing Premises, including probate and bankruptcy proceedings, or in preparation of the commencement employed by Lender in any litigation or proceedings affecting this Mortgage, the Note or the herefrom and the maintenance of the lien of this Mortgage, including the fees of any attorney expenses and fees as may be incurred in the protection of the Premises and rents and income decree. All expenditures and expenses of the nature mentioned in this Paragraph, and such other paid or incurred by or on behalf of Lender and permitted by the Act to be included in such the title to or the value of the Premises, and any other expenses and expenditures which may be to evidence to bidders at sales which may be had pursuant to such decree the true conditions of with respect to title as Lender may deem reasonably necessary either to prosecute such suit or of title, title searches and examinations, title insurance policies, and similar data and assurance be estimated as to items to be expended after entry of the decree) of procuring all such abstracts documentary and expert evidence, stenographers' charges, publication costs, costs (which may paid or incurred by or on behalf of Lender for attorneys' fees, appraisers' fees, outlays for as additional Indebtedness in the decree of sale, all expenditures and expenses which may be equity or otherwise. In any suit to foreclose the lien hereof, there shall be allowed and included the Note, this Mortgage, the other Loan Documents, or which Lender may have at law, in Illinois Mortgage Foreclosure Act, Ill. Rev. Stat. ch. 110, para. 15-1101 (1987), 735 ILCS 5/15-1101 (1992), et seq. (the "Act") and to exercise any other remedies of Lender provided in or otherwise, Lender shall have the right to foreclose the lien hereof in accordance with the Foreclosure. When the Indebtedness shall become due, whether by acceleration

17. Foreclosure. When the Indebtedness shall become due, whether by acceleration or otherwise, Lender shall have the right to foreclose the lien hereof in accordance with the Illinois Mortgage Foreclosure Act, Ill. Rev. Stat. ch. 110, para. 15-1101 (1987), 735 ILCS 5/15-1101 (1992), et seq. (the "Act") and to exercise any other remedies of Lender provided in the Note, this Mortgage, the other Loan Documents, or which Lender may have at law, in such Default is thereafter remedied by Borrower, and Lender may immediately proceed Indebtedness immediately due with interest thereon at the Default Rate, whether or not said lien or any other right of Lender hereunder, may declare, without further notice, all then Lender, at its option and without affecting the lien hereby created or the priority of

16.5.6 Any order appointing a receiver, trustee or liquidator of Borrower or all or a major part of Borrower's property or the Premises is not vacated within sixty (60) days following the entry thereof;

16.5.5 Borrower shall make an assignment for the benefit of creditors or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of its property, or the Premises; or

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Without limiting the generality of the foregoing, Lender shall have all power, authority and duties as provided in the Act. Nothing herein contained shall be construed as constituting

18.6 apply the net income, after allowing a reasonable fee for the collection thereof and for the management of the Premises, to the payment of Taxes, Premiums and other charges applicable to the Premises, or in reduction of the Indebtedness in such order and manner as Lender shall select.

18.5 make all necessary or proper repairs, decorations, renewals, replacements, alterations, additions, betterments and improvements in connection with the Premises as may seem judicious to Lender, to insure and reinsure the Property and all risks incidental to Lender's possession, operation, and management thereof, and to receive all rents, issues, deposits, profits and avails therefrom; and

18.4 extend or modify any then existing Leases and make new Leases of all or any part of the Premises, with extensions, modifications, and new Leases may provide for terms to expire, or for options to extend or renew terms to expire, beyond the maturity date of the loan evidenced by the Note and the issuance of a deed to a purchaser at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Borrower, all persons whose interests in the Premises are subject to the lien hereof, and the purchaser at any foreclosure sale, notwithstanding any redemption from sale, reinstatement, discharge of the Indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any such purchaser;

18.3 elect to disaffirm any Lease or sublease of all or any part of the Premises made subsequent to this Mortgage without Lender's prior written consent;

18.2 cancel or terminate any Lease or sublease of all or any part of the Premises for any cause or on any ground that would entitle Borrower to cancel the same;

18.1 hold, operate, manage and control all or any part of the Premises and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legal or equitable, as Lender may deem necessary to enforce the payment or security of the rents, issues, deposits, profits and avails of the Premises, including, without limitation, actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to Borrower;

or in its own name as Lender and under the powers herein granted may:
the then owner of the Premises relating thereto, and may exclude Borrower, such owner, and any agents and servants thereof wholly therefrom and, on behalf of Borrower or such owner, pursuant to court order, may enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers and accounts of Borrower or

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20. **Foreclosure Sale.** Except to the extent otherwise required by the Act, the proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, all items which under the terms hereof constitute Indebtedness additional to the principal and interest evidenced by the Note in such order as Lender shall elect with interest thereon as herein provided; and second, all principal and interest remaining unpaid on the Note in such order as Lender shall elect; and lastly, any surplus to Borrower and its successors and assigns, as their rights may appear.

19. **Receiver.** Upon the filing of a complaint to foreclose this Mortgage or at any time thereafter, the court in which such complaint is filed may appoint upon petition of Lender, and at Lender's sole option, a receiver of the Premises pursuant to the Act. Such appointment may be made either before or after sale, without notice, without regard to solvency or insolvency of Borrower at the time of application for such receiver, and without regard to the then value of the Premises or whether or not the same shall be then occupied as a homestead; and Lender hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have all powers and duties prescribed by the Act, including the power to make leases to be binding upon all parties, including the mortgagor, the purchaser at a sale pursuant to a judgment of foreclosure and any person acquiring an interest in the Premises after entry of a judgment of foreclosure, all as provided in the Act. In addition, such receiver shall also have the power to extend or modify any then existing leases, which extensions and modifications may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Note and beyond the date the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other provisions to be contained therein, shall be binding on Borrower and all the persons whose interest in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption, reinstatement, discharge of the Indebtedness, satisfaction of any to foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser. In addition, such receiver shall have the power to collect the rents, issues and profits of the Premises during the full statutory period of redemption, if any, whether or not there is a redemption, as well as during any further times when Borrower, except for the intervention of such receiver, would be entitled to collection of such rents, issues and profits, and such receiver shall have all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court, from time to time, may authorize the receiver to apply the net income from the Premises in payment in whole or in part of: (a) the Indebtedness or the indebtedness secured by a decree foreclosing this Mortgage, or any tax, special assessment, or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; or (b) the deficiency in case of a sale and deficiency.

Lender a mortgagee in possession in the absence of the actual taking of possession of the Premises.

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22. Waiver of Right of Redemption and Other Rights. To the full extent permitted by law, Borrower agrees that it will not at any time or in any manner whatsoever take any advantage of any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor take any advantage of any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or claim or exercise any rights under any statute now or hereafter in force to redeem the property or any part thereof, or relating to the marshalling thereof, on foreclosure sale or other enforcement hereof. To the full extent permitted by law, Borrower hereby expressly waives any and all rights it may have to require that the Premises be sold as separate tracts or units in the event of foreclosure. To the full extent permitted by law, Borrower hereby expressly waives any and all rights to redemption and reinstatement under the Act, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Borrower and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Borrower and such other persons are and shall be deemed to be hereby waived to the full extent permitted by applicable law. To the full extent permitted by law, Borrower agrees that, by invoking or utilizing any applicable law or laws or otherwise, it will not hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Lender, but will permit the exercise of every such right, power and remedy as though no such law or laws have been or will have been made or enacted. To the full extent permitted by law, Borrower hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon the Note. If the Borrower is a trustee, Borrower represents that the provisions of this Paragraph 22 (including the waiver of redemption rights) were made at the express direction of Borrower's beneficiaries and the persons having the power of direction over Borrower and are made on behalf of the trust estate of Borrower and all beneficiaries of Borrower, as well as all other persons named above. Borrower acknowledges

21. Insurance During Foreclosure. All rights and powers of Lender under Paragraphs 9 and 10 hereof, from and after the entry of judgment of foreclosure, shall continue in the Lender as decree creditor until confirmation of sale. Subject to the Illinois Condominium Property Act, the Declarations and the CCR, in case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any Insurance Policy, if not applied in rebuilding or restoring the Improvements, as aforesaid, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. The foreclosure decree may provide that the mortgagee's clause attached to each of the casualty Insurance Policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said casualty Insurance Policies making the loss thereunder payable to said decree creditors. In the event of foreclosure sale, Lender, without the consent of Borrower, may assign any Insurance Policies to the purchaser at the sale, or take such other steps as Lender may deem advisable to protect the interest of such purchaser.

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25.1 Holder of the Note. This Mortgage and each provision hereof shall be binding upon Borrower and its successors and assigns (including, without limitation, each and every record owner from time to time of the Premises or any other person having an interest therein), and shall inure to the benefit of Lender and its successors and assigns. Wherever herein Lender is referred to, such reference shall be deemed to include the holder from time to time of the Note; and each such holder of the Note shall

25. Successors and Assigns.

24. Rights Cumulative. Each right herein or in any of the other Loan Documents conferred upon Lender is cumulative and in addition to every other right provided by law or in equity, and Lender may exercise each such right in any manner deemed expedient to Lender, Lender's exercise or failure to exercise any right shall not be deemed a waiver of that right or any other right or a waiver of any default. Except as otherwise specifically required herein, Lender is not required to give notice of its exercise of any right given to it by this Mortgage.

23. Lender's Performance of Borrower's Obligations. In case of Default, either before or after acceleration of the Indebtedness or the foreclosure of the lien hereof, Lender may, but shall not be required to, make any payment or perform any act herein required of Borrower (whether or not Borrower is personally liable therefor) in any manner deemed expedient to Lender. Lender may, but shall not be required to, complete construction, furnishing and equipping of the Improvements and rent, operate and manage the Premises and the Improvements and pay operating costs, including management fees, of every kind in connection therewith, so that the Premises shall be useable for their intended purposes. All such monies paid and expenses incurred, including attorneys' fees, shall be so much additional Indebtedness, whether or not the Indebtedness, as a result thereof, shall exceed the face amount of the Note, and shall become immediately due with interest thereon at the Default Rate. Inaction of Lender shall never be considered as a waiver of any right accruing to it on account of any Default nor shall the provisions of this Paragraph or any exercise by Lender of its rights hereunder prevent any default from constituting a Default. Lender, in making any payment hereby authorized (a) relating to Taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (b) for the purchase, discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the completion of construction, furnishing or equipping of the Premises or the rental, operation or management of the Premises or the payment of operating costs thereof, may do so in such amounts and to such persons as Lender may deem appropriate. Nothing contained herein shall be construed to require Lender to advance monies for any purpose.

that the Premises do not constitute agricultural real estate as defined in Section 15-1201 of the Act or residential real estate as defined in Section 15-1219 of the Act.

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27. **Environmental Matters.** Beneficiary represents that it is currently in compliance with, and covenants and agrees that it will manage and operate the Premises and will cause each tenant to occupy its demised portion of the Premises in compliance with, all federal, state and local laws, rules, regulations and ordinances regulating, without limitation, air pollution, soil and water pollution, and the use, generation, storage, handling or disposal of hazardous or toxic substances or other materials (including, without limitation, raw materials, products, supplies or wastes). Beneficiary further covenants and agrees that it shall not install or permit to be installed in the Premises asbestos or any substance containing asbestos and deemed hazardous or by or in violation of federal, state or local laws, rules, regulations or orders respecting such material. Beneficiary shall remove from the Premises and dispose of any such hazardous or toxic substances or other materials in a manner consistent with and in compliance with applicable laws, rules, regulations and ordinances and shall take any and all other action to remedy, rectify, rehabilitate and correct any violation of any applicable law, rule, regulation or ordinance concerning toxic or hazardous substances or any violation of any agreement entered into between Beneficiary, Lender and/or any third party with respect to hazardous or toxic materials. Beneficiary shall send to Lender within ten (10) days after receipt thereof, any citation, notice of violation or other notice of potential liability from any governmental or quasi-governmental

26. **Effect of Extensions and Amendments.** If the payment of the Indebtedness, or any part thereof, is extended or varied, or if any part of the security or guarantees therefor are released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Lender, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage, or other lien upon the Premises or any part thereof or any interest therein, shall take said lien subject to the rights of Lender to amend, modify, extend or release the Note, this Mortgage or any other Loan Document, in each case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

25.2 **Covenants Run With Land; Successor Owners.** All of the covenants of this Mortgage shall run with the Land and be binding on any successor owners of the Land. If the ownership of Premises or any portion thereof becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with such person with reference to this Mortgage and the Indebtedness in the same manner as with Borrower without in any way releasing Borrower from its obligations hereunder. Borrower will give immediate written notice to Lender of any conveyance, transfer or change of ownership of the Premises, but nothing in this Paragraph shall vary the effectiveness of the provisions of Paragraph 15 hereof.

have all of the rights afforded hereby, and may enforce the provisions hereof, as fully as if Lender had designated such holder of the Note herein by name.

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31. **Option to Subordinate.** At the option of Lender, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the Premises upon the execution by Lender and recording thereof, at any time hereafter, in the Office of the Recorder of Deeds for the county wherein the Premises are situated, of a unilateral declaration to that effect.

30. **Subrogation.** If any part of the Indebtedness is used directly or indirectly to satisfy, in whole or in part, any prior encumbrance upon the Premises or any part thereof, then Lender shall be subrogated to the rights of the holder thereof in and to such other encumbrance and any additional security held by such holder, and shall have the benefit or the priority of the same.

29. **Execution of Separate Security Agreements, Financing Statements, etc.; Estoppel Letter.** Borrower will do, execute, acknowledge and deliver all such further acts, conveyances, notes, mortgages, security agreements, financing statements and assurances as Lender shall require for the better securing, conveying, mortgaging, assigning and confirming unto Lender all property mortgaged hereby or property intended so to be, whether now owned by Borrower or hereafter acquired. Without limitation of the foregoing, Borrower will assign to Lender, upon request, as further security for the Indebtedness, its interests in all agreements, contracts, licenses and permits affecting the Premises, such assignments to be made by instrument satisfactory to Lender, but no such assignment shall be construed as a consent by the Lender to any agreement, contract, license or permit or to impose upon Lender any obligations with respect thereto. From time to time, Borrower will furnish within five (5) days after Lender's request a written and duly acknowledged statement of the Indebtedness and whether any alleged offsets or defenses exist against the Indebtedness.

28. **Future Advances.** At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures as part of the Indebtedness the payment of all loan commissions, service charges, attorneys' fees, expenses and advances due to or incurred by Lender in connection with the Indebtedness, all in accordance with the Note, this Mortgage, and the other Loan Documents; provided, however, that in no event shall the total amount of the Indebtedness, including loan proceeds disbursed plus any additional charges, exceed two hundred percent (200%) of the face amount of the Note.

authority empowered to regulate or oversee any of the foregoing activities. Beneficiary agrees to indemnify, defend with counsel reasonably acceptable to Lender (at Beneficiary's sole cost), and hold Lender harmless against any claim, response or other costs, damages, liability or demand (including, without limitation, reasonable attorneys' fees and costs incurred by Lender) arising out of any claimed violation by Beneficiary of any of the foregoing laws, regulations or ordinances or breach of any of the foregoing covenants or agreements. The foregoing indemnity shall survive repayment of the Indebtedness.

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37. **No Joint Ventures.** Borrower acknowledges that the relationship between the parties is that of mortgagor and mortgagee and that in no event shall Lender be deemed to be a partner or joint venturer with Borrower. Lender shall not be deemed to be such a partner or joint venturer by reason of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage or any other of the Loan Documents.

36. **Partial Release.** The lien of this Mortgage shall be released in part to permit the sale of individual Units as provided in Article 13 of the Loan Agreement. Upon receipt by Lender of the applicable Release Price and Release Fee for a Unit, as provided in the Loan Agreement, Lender shall execute and deliver to Borrower or a Unit purchaser, a release of Lender's mortgage lien and Security, interests encumbering such Unit, in recordable form.

35. **Financial Statements.** Beneficiary, within ninety (90) days after the end of each fiscal year of Beneficiary and thirty (30) days after the end of each fiscal quarter, will furnish to Lender financial and operating statements of the Premises for such fiscal year or quarter, including, but without limitation, a balance sheet and supporting schedules, detailed statement of income and expenditures and supporting schedules. Such financial and operating statements shall be prepared and certified by an officer of the general partner of Beneficiary or otherwise in such manner as may be acceptable to Lender.

34. **Inspection of Premises and Records.** Borrower shall keep full and correct books and records showing in detail the income and expenses of the Premises. Lender and its agents shall have the right to inspect the Premises and all books, records and documents relating thereto at all reasonable times.

35. **Business Loan.** The proceeds of the Note will be used for the purposes specified in Ill. Rev. Stat. ch. 17, para. 6404 (1987), 815 ILCS 205/4 (1992), and the principal obligation secured hereby constitutes a "business loan" coming within the definition and purview of said section.

32. **Governing Law.** The place of negotiation, execution and delivery of this Mortgage and the location of the Property being the State of Illinois, this Mortgage shall be construed and enforced according to the laws of that State, without reference to the conflicts of law principles of that State. If any provision in this Mortgage shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to Lender any rights or remedies upon default of the Borrower which are more limited than the rights that would otherwise be vested in Lender under the Act in the absence of said provision, Lender shall be vested with the rights granted in the Act to the full extent permitted by law.

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Gould & Ratner
222 North LaSalle Street
Suite 800
Chicago, Illinois 60601
Attn: Terrence F. Netzky, Esq.

and

Atlantis Partnership No. 405, L.P.
c/o Atlantis Realty Group, Ltd.
222 West Ontario Street, Suite 530
Chicago, Illinois 60610
Attn: Howard M. Robinson
LaSalle National Trust, N.A.
135 South LaSalle Street
Chicago, Illinois 60603
Attn: Land Trust Dept.

With copies to:

(a) If to Borrower:

41. **Notice.** Any notice or other communication which any party hereto may desire or may be required to give to any other party hereto shall be in writing, and shall be deemed given (i) when personally delivered, (ii) upon receipt if sent by a nationally recognized overnight courier addressed to a party at its address set forth below, or (iii) on the third business day after being deposited in United States registered or certified mail, postage prepaid, addressed to a party at its address set forth below, or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith:

40. **Separability.** If all or any portion of any provision of this Mortgage or the other Loan Documents shall be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof, and such provision shall be limited and construed in such jurisdiction as if such invalid, illegal or unenforceable provision or portion thereof were not contained herein or therein.

39. **Captions and Pronouns.** The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

38. **Time of the Essence.** Time is of the essence of the Note, this Mortgage, and the other Loan Documents.

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Property

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42. **Anti-foreclosure.** Borrower hereby expressly represents and warrants to Lender that there has not been committed by Borrower or Beneficiary any act or omission affording the federal government or any state or local government the right of foreclosure as against the Premises or any part thereof or any monies paid in performance of its obligations under the Note, Mortgage or under any of the other Loan Documents, and Borrower hereby covenants and agrees not to commit, permit or suffer to exist any act or omission affording such right of foreclosure. In furtherance thereof, Borrower agrees to indemnify, defend with counsel reasonably acceptable to Lender (at Borrower's sole cost) and hold Lender harmless from and against any claim or other cost (including, without limitation, reasonable attorneys' fees and costs incurred by Lender), damage, liability or injury by reason of the breach of the covenants and agreements or the warranties and representations set forth in the preceding sentence. Without limiting the generality of the foregoing, the filing of formal charges or the commencement of proceedings against Borrower, the Lender or all or any part of the Premises under any federal or state law in which foreclosure of the Premises or any part thereof or of any monies paid in performance of Borrower's obligations under the Loan Documents is a potential result, at the election of Lender, shall constitute a Default hereunder without notice or opportunity to cure.

1529522b6

Except as otherwise specifically require herein, notice of the exercise of any right, power or option granted to Lender by this Mortgage is not required to be given.

and to:
Barris, Scott, Denn & Driker
211 West Fort Street
Detroit, Michigan 48226
Attn: William G. Barris, Esq.

With a copy to:
Rudnick & Wolfe
203 North LaSalle Street, Suite 1800
Chicago, Illinois 60601
Attn: Paul E. Fisher, Esq.

and to:
NBD Bank
211 South Wheaton Avenue
Wheaton, Illinois 60187
Attn: Marcus K. Babladelis

If to Lender: (b)
LaSalle National Bank
120 South LaSalle Street
Chicago, Illinois 60603
Attn: Bruce C. Duncan
Marcelaine Steil Zimmermann

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43. **No Merger.** It is the desire and intention of the parties hereto that this Mortgage and the lien hereof shall not merge in fee simple title to the Premises, unless a contrary intent is ever manifested by Lender as evidenced by an express statement to that effect in an appropriate document duly recorded. Therefore, it is hereby understood and agreed that should Lender acquire any additional or other interests in or to the Premises or the ownership thereof, then this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

44. **Trustee's Exculpatory Clause.** This Mortgage is executed by the undersigned, upon and vested in it as such Trustee (and said Trustee hereby warrants in its individual capacity that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness arising hereunder, or to perform any covenant, representation, agreement or condition, either express or implied herein contained, or with regard to any warranty contained in this Mortgage except the warranty made in this Paragraph, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder; provided that nothing contained herein shall be construed in any way so as to affect or impair the lien of this Mortgage or Lender's right to the foreclosure thereof, or construed in any way so as to limit or restrict any of the rights and remedies of Lender in any such foreclosure proceedings or other enforcement of the payment of the Indebtedness out of and from the security given therefor in the manner provided herein, or construed in any way so as to limit or restrict any of the rights and remedies of Lender under any other Loan Document.

45. **Beneficiary's Exculpation.** Notwithstanding anything contained in this Mortgage, any other Loan Document or any other document, instrument or agreement evidencing or governing the Loan or related thereto which might be interpreted to the contrary, no recourse (including recourse under any deficiency judgment) shall be had for any payment or performance of any obligations under this Mortgage, any other Loan Document or any other document, instrument or agreement evidencing or governing the Loan or relating thereto against (i) Beneficiary, (ii) any direct or indirect partner of the Beneficiary, (iii) any director, officer, trustee or employee of Beneficiary, (iv) any director, officer, trustee or employee of any direct or indirect partner in Beneficiary, or (v) any affiliate or controlling person of any of the foregoing or any of their respective assets; it being understood and agreed that except as explicitly provided below, recourse under this Agreement and any other Loan Document shall be strictly limited to the Premises, the proceeds therefrom and any other collateral expressly subject to the lien of this Mortgage and the other Loan Documents. Notwithstanding the foregoing, Lender shall have the right to sue and recover from any of the foregoing parties responsible for any damage, loss, liability or expense (including attorneys' fees) suffered or incurred by Lender arising out of or attributable to (a) fraud or intentional or negligent waste of the Premises; (b) misapplication of insurance proceeds, condemnation awards, security

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ATTEST:
 By: Nancy A. Stack
 Name: NANCY A. STACK
 ASSISTANT SECRETARY

ATTEST:
 By: [Signature]
 Name: Gordana Bor
 Title: VICE PRESIDENT
 LASALLE NATIONAL TRUST, N.A.,
 as Trustee under Trust No. 118802 and not personally

ATTEST:
 By: Nancy A. Stack
 Name: NANCY A. STACK
 ASSISTANT SECRETARY

ATTEST:
 By: [Signature]
 Name: Gordana Bor
 Title: VICE PRESIDENT
 LASALLE NATIONAL TRUST, N.A.,
 as Trustee under Trust No. 118802 and not personally

ATTEST:
 By: Nancy A. Stack
 Name: NANCY A. STACK
 ASSISTANT SECRETARY

ATTEST:
 By: [Signature]
 Name: Gordana Bor
 Title: VICE PRESIDENT
 LASALLE NATIONAL TRUST, N.A.,
 as Trustee under Trust No. 118678 and not personally

BORROWER:

IN WITNESS WHEREOF, Borrower has caused this Mortgage to be duly signed, sealed and delivered the day and year first above written.

Guarantor under a Guaranty entered into in connection with the Loan. This paragraph shall be deemed to release, affect or impair the liability or obligation of any including any remedy for injunctive or other equitable relief. In addition, nothing contained in or the security therefore or Lender's rights to enforce its remedies under the Loan Documents, paragraph shall be deemed to release, affect or impair the indebtedness evidenced by the Note classified as hazardous or toxic under federal, state or local laws or regulations. Nothing in this presence on, under or above the Premises of any materials, waste or substances defined or contributable to the use, generation, storage, release, threatened release, discharge, disposal or environmental laws, statutes, codes or regulations or liabilities to third parties arising out of or deposits or rents, revenues, issues and profits from the Premises; or (c) violation of

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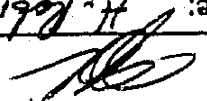
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By: 
 Name: H. Robinson
 Title: Partner

By: ATLANTIS RIVER PLAZA,
 LTD., an Illinois corporation,
 general partner
 ATLANTIS PARTNERSHIP NO. 405,
 L.P., an Illinois limited partnership

The undersigned hereby joins in the execution and delivery of this Mortgage solely for the purposes of the covenants contained in Paragraphs 27 and 35 hereof.

JOINER

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WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 94758753 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

LOTS 3, 5, 8, 15, 16, 17, 19, 20, 22, 31 TO 39, BOTH INCLUSIVE, 41, AND 44 TO 48, BOTH INCLUSIVE, IN RIVER PLAZA RESUBDIVISION OF LAND, PROPERTY AND SPACE OF LOTS 1 TO 12 AND VACATED ALLEY IN BLOCK 5 IN KINZIE'S ADDN TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

5007, 5008, 5009, 5012, 5101, 5103, 5104, 5106, 5107, 5108, 5109, AND 5112 AS DELINEATED ON
 4805, 4807, 4808, 4809, 4811, 4812, 4904, 4905, 4906, 4907, 4908, 4909, 4911, 5001, 5004,
 4612, 4701, 4702, 4703, 4704, 4705, 4706, 4707, 4708, 4709, 4711, 4712, 4801, 4802, 4803, 4804,
 4505, 4506, 4507, 4508, 4509, 4510, 4511, 4512, 4601, 4604, 4605, 4607, 4608, 4610, 4611,
 4306, 4312, 4401, 4402, 4403, 4404, 4405, 4406, 4407, 4408, 4411, 4412, 4502, 4503, 4504, 4505,
 4203, 4204, 4205, 4206, 4207, 4208, 4209, 4210, 4211, 4212, 4301, 4302, 4303, 4304, 4305,
 4003, 4005, 4007, 4011, 4012, 4102, 4103, 4104, 4105, 4106, 4107, 4108, 4109, 4110, 4111,
 3808, 3809, 3810, 3811, 3812, 3902, 3903, 3904, 3905, 3906, 3907, 3908, 3909, 4001, 4002,
 3703, 3704, 3705, 3706, 3707, 3708, 3709, 3710, 3711, 3801, 3802, 3803, 3804, 3805, 3806, 3807,
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 3310, 3311, 3312, 3403, 3404, 3405, 3406, 3407, 3408, 3409, 3410, 3502, 3503, 3504, 3506,
 3201, 3202, 3204, 3205, 3206, 3208, 3210, 3211, 3301, 3302, 3303, 3304, 3306, 3308, 3309,
 2915, 3002, 3008, 3009, 3010, 3014, 3015, 3103, 3104, 3105, 3107, 3108, 3109, 3110, 3111,
 2711, 2712, 2801, 2805, 2806, 2807, 2809, 2810, 2811, 2814, 2815, 2902, 2907, 2908, 2909,
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 1814, 1902, 1907, 1909, 1911, 1912, 1913, 1914, 1915, 2002, 2006, 2007, 2009, 2010, 2011,
 1614, 1702, 1707, 1710, 1711, 1712, 1713, 1714, 1715, 1802, 1807, 1809, 1810, 1811, 1812,
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 1112, 1113, 1114, 1205, 1207, 1210, 1211, 1212, 1213, 1214, 1302, 1306, 1308, 1309, 1311,
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 310, 311, 312, 313, 314, 315, 402, 403, 404, 407, 410, 411, 412, 413, 414, 501, 502, 503,
 114, 201, 202, 203, 204, 205, 208, 209, 210, 211, 212, 213, 214, 301, 302, 307, 308, 309,
 PARCEL 3: UNIT NUMBERS 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113,

PARCEL 2: LOTS 1, 2, 9, 11 AND 12 IN RIVER PLAZA RESUBDIVISION OF LAND, PROPERTY AND SPACE OF LOTS 1 TO 12 AND VACATED ALLEY IN BLOCK 5 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 10 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL 1: LOTS 4, 6, 7, 10, 13, 14, 18, 21, 23, 24, 25, 26, 27, 28, 29, 30, 40, 42 AND 43 IN RIVER PLAZA RESUBDIVISION OF LAND, PROPERTY AND SPACE OF LOTS 1 TO 12 AND VACATED ALLEY IN BLOCK 5 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 10 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

LEGAL DESCRIPTION:

ORDER NUMBER: 1401 00752502 DB
 STREET ADDRESS: 405 NORTH WABASH
 CITY: CHICAGO
 COUNTY: COOK
 TAX NUMBER: 17-10-132-001 002, 003, 004, 005, 006, 007, 008, 009, 010 and 011

CHICAGO TITLE INSURANCE COMPANY



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07/10/17

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EASEMENTS FOR THE BENEFIT OF PARCELS 1, 2 AND 3 FOR INGRESS, EGRESS, USE AND ENJOYMENT OF THE PROPERTY AS SET FORTH IN THE RIVER PLAZA DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT NUMBER 94758754.

PARCEL 4:

LEGAL DESCRIPTION:

TAX NUMBER:

CITY: CHICAGO

COUNTY: COOK

STREET ADDRESS: 405 NORTH WABASH

ORDER NUMBER: 1401 007525025 DB

CHICAGO TITLE INSURANCE COMPANY

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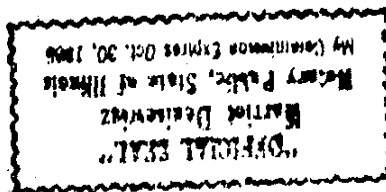
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BDS0369 08/24/94 1457

94758754

Property of Cook County Clerk

My Commission expires: _____



Harriet Denslow
Notary Public

GIVEN under my hand and Notarial Seal, this 24 day of August, 1994.

uses and purposes therein set forth.

his/her own free and voluntary act and as the free and voluntary act of said corporation, for the seal of said corporation, did affix the corporate seal of said corporation to said instrument as and said Asst Secretary then and there acknowledged that he/she, as custodian of the corporate and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; acknowledged that they signed and delivered said instrument as their own free and voluntary act President and Asst Secretary, respectively, appeared before me this day in person and

be the same persons whose names are subscribed to the foregoing instrument as such Wife

DO HEREBY CERTIFY that Goraine Bok, Wife, President of LA SALLE NATIONAL TRUST, N.A. and NANCY A. STACK, Asst. Secretary of LaSalle National Trust, N.A., are personally known to me to

STATE OF ILLINOIS)
COUNTY OF COOK)

SS.

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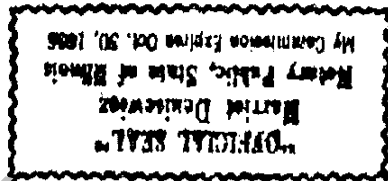
BDS0369 08/24/94 1457

94758754

Property of Cook County Clerk

My Commission expires: _____

[Handwritten Signature]
Notary Public



GIVEN under my hand and Notarial Seal, this 26 day of August, 1994.

uses and purposes therein set forth.
his/her own free and voluntary act and as the free and voluntary act of said corporation, for the
seal of said corporation, did affix the corporate seal of said corporation to said instrument as
and said Asst Secretary then and there acknowledged that he/she, as custodian of the corporate
and as the free and voluntary act of said corporation, for the uses and purposes therein set forth;
acknowledged that they signed and delivered said instrument as their own free and voluntary act
President and Asst Secretary, respectively, appeared before me this day in person and
be the same persons whose names are subscribed to the foregoing instrument as such Vice

NANCY A. STACK, Asst, Secretary of LaSalle National Trust, N.A., are personally known to me to
DO HEREBY CERTIFY that Gertine Be, Vice, President of LA SALLE NATIONAL TRUST, N.A.
I, HARRIET DENISWEIZ, Notary Public, in and for said County, in the State aforesaid,

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.)

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

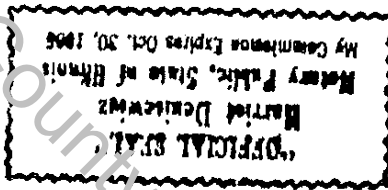
BDS0369 08/24/94 1457

94758754

Property of Cook County Clerk

My Commission expires: _____

[Signature]
Notary Public



GIVEN under my hand and Notarial Seal, this 20 day of August, 1994.

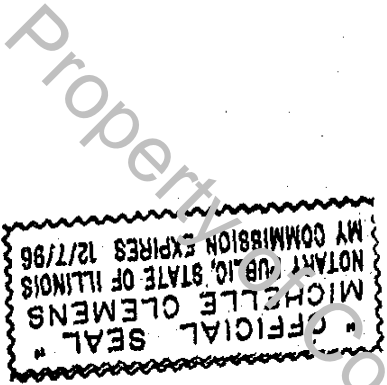
I, HARRIET DENISEWICZ, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Cortina Beck, Vice President of LA SALLE NATIONAL TRUST, N.A. and NANCY A. STACK, A.S.T., Secretary of LaSalle National Trust, N.A., are personally known to me, to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and A.S.T. 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, for the uses and purposes therein set forth; and said A.S.T. Secretary then and there acknowledged that he/she, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.)

UNOFFICIAL COPY

Property of Cook County Clerk's Office

94758754



My Commission Expires: 12/7/96

Michelle Clemens
Notary Public

GIVEN under my hand and Notarial Seal, this 26 day of August, A.D., 1994.

set forth.
delivered said instrument as their own free and voluntary act for the uses and purposes therein
instrument, appeared before me this day in person and acknowledged that they signed and
are personally known to me to be the same persons whose names are subscribed to the foregoing
President of Atlantic River Plaza Ltd.
aforesaid, DO HEREBY CERTIFY that Stewart M. Robinson as
I, Michelle Clemens, a Notary Public, in and for said County, in the State

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.)

UNOFFICIAL COPY

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