

ASSIGNMENT OF NOTE AND LIENS

THIS ASSIGNMENT OF NOTE AND LIENS ("Assignment") is by and between AETNA LIFE INSURANCE COMPANY, a Connecticut Corporation ("Assignor") and 11 EAST ADAMS, L.L.C., an Illinois limited liability company ("Assignee").

RECITALS:

A. On or about January 16, 1978, Aetna purchased that certain loan (the "Loan") to LaSalle National Bank, as Trustee under Trust Agreement dated November 29, 1977 and known as Trust No. 53535 (the "Borrower") from Percy Wilson Mortgage and Financial Corporation ("Original Lender"), which loan is evidenced by that certain Promissory Note dated December 10, 1977 in the original principal amount of \$4,500,000.00 (the "Note").

B. The Note is secured by, among other things, the security documents described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Security Documents").

C. Assignor desires to assign, sell, transfer and deliver, and Assignee desires to acquire the Note and the Security Documents.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual covenants contained herein, the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignor hereby assigns, sells, transfers, conveys, endorses and delivers to Assignee without recourse, representation or warranty of any kind, whether expressed or implied, statutory or otherwise (the warranties provided for in Sections 3-416 and 3-417 of the Uniform Commercial Code, 810 ILCS 5/1-101 et seq., being specifically negated), except as specifically set forth in that certain Loan Purchase and Sale Agreement between Assignor and Assignee (the "Purchase Agreement"), the Note and the Security Documents to have and to hold the same unto the Assignee, its successors and assigns. Without limiting the foregoing, Assignor or any representative, agent, employee or servant of Assignor does not make any representation or warranty regarding (i) the collectibility or value of the Note or the Security Documents, (ii) the creditworthiness or financial condition of the Borrowers or the ability of the Borrowers to perform its obligations under the Note or any of the Security Documents, (iii) the due execution, validity, sufficiency, or the perfection or priority of any liens or security interests securing or appearing to secure or relating to the Note or any of the Security Documents or with respect to the property or collateral covered by such liens, (iv) the condition of the Loan or the value of

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Ross & Hardies  
150 N. Michigan Ave.  
Chicago, Illinois 60601

Return to: Arnold Weinberg  
Katz, Randall & Weinberg  
200 North LaSalle Street  
Chicago, Illinois 60601

*Handwritten notes:*  
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New pen

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any collateral included in any of the Security Documents or the income potential thereof, (v) rights of offset, deductions, negotiability, or holder in due course status, the accuracy or completeness of the matters disclosed, represented or warranted by any party in the Note or any of the Security Documents, (vi) the performance of the obligations of any party under the Note or any of the Security Documents, (vii) the adequacy of the collateral described in the Security Documents, or (viii) except as set forth in the Purchase Agreement, the existence or nonexistence of any default or event of default under the Note or any of the Security Documents. The Note and the Security Documents are being sold in an "AS IS" condition, "WHERE IS" basis and "WITH ALL FAULTS" and without any representations, warranties or recourse, expressed or implied, of any type, kind, character or nature, statutory or otherwise, in fact or in law, or any warranties of merchantability or fitness for a particular purpose with respect to any term or condition of the Note or the Security Documents or with respect to the collateral referred to therein, except as specifically set forth in the Purchase Agreement and in Paragraph 3 below.

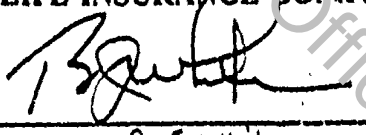
2. Subject to the terms of Paragraph 10 of the Purchase Agreement, Assignor hereby assigns to Assignee any and all rights Assignor may have against Koll/Rubloff, Inc. for any liability Koll/Rubloff, Inc. may have to Assignor pursuant to that certain Cash Collateral Agreement dated July \_\_\_\_\_, 1994 by and among H&A Investments Limited Partnership, Assignor and Koll/Rubloff, Inc.

3. Assignor represents to Assignee that Assignor is the holder of the Note and beneficiary under the Security Documents. Assignor shall have no responsibility for the financial condition of the Borrowers or for the ability of the Borrowers to perform its obligations under the Note or the Security Documents.

EXECUTED as of this 5th day of October, 1995.

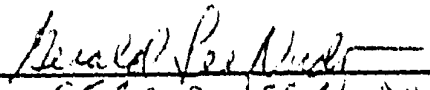
**ASSIGNOR:**

**AETNA LIFE INSURANCE COMPANY**

By:   
Name: B. J. White  
Title: Vice President

**ACKNOWLEDGED AND AGREED TO BY ASSIGNEE:**

**11 EAST ADAMS, L.L.C.**

By:   
Name: GERALD LEE NUDO  
Title: Manager

.R DEPT-01 RECORDING 126.00  
. T00012 TRAN 6846 10/05/95 14:08:06  
. 07460 & DT \*-95-679187  
. COOK COUNTY RECORDER  
  
. DEPT-10 PENALTY 126.00

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THE STATE OF CONNECTICUT )  
 )  
COUNTY OF HARTFORD )

BEFORE ME, the undersigned authority, a notary public in and for said County and State, on this day personally appeared B. J. White,  
Vice President of AETNA LIFE INSURANCE COMPANY (the "Company"), known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he signed and delivered said instrument as his/her own free and voluntary act, and as the free and voluntary act of the Company, for the uses and purposes therein set forth; and that he did affix the corporate seal of said Company to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

SUBSCRIBED and SWORN TO BEFORE ME this ~~5th~~<sup>3rd</sup> day of October, 1995, to certify which, witness my hand and official seal. <sub>5<sup>12</sup></sub>

[S E A L]

Jennifer Ouellette  
Notary Public in and for the State of Connecticut

JENNIFER OUELLETTE  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MAR. 31, 1997

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## EXHIBIT A

### LOAN DOCUMENTS

1. Mortgage, Assignment of Rents and Security Agreement dated December 10, 1977, recorded against the real property described on Attachment 1 attached hereto (the "Property") on January 17, 1978 in the office of the Recorder of Deeds of Cook County as Document No. 24288309.
2. Assignment of Real Estate Mortgage dated January 16, 1978, recorded against the Property on January 17, 1978 in the office of the Recorder of Deeds of Cook County as Document No. 24288310.
3. Assignment of Rents and Leases dated December 10, 1977 recorded against the Property on January 17, 1978 in the office of the Recorder of Deeds of Cook County as Document No. 24288311.
4. Assignment of Assignment of Rents and Leases dated January 16, 1978 recorded against the Property January 17, 1978 in the office of the Recorder of Deeds of Cook County as Document No. 24288312.
5. Cash Collateral Agreement dated July     , 1994 by and among Assignor, H&A Investments Limited Partnership and Koll/Kubloff, inc.
6. Financing Statement executed by Eleven East Adams Partnership, debtor, and filed May 18, 1989 as Document No. 89U12545 with a continuation filed May 3, 1994 as Document No. 94U6865.
7. Financing Statement executed by American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated November 8, 1988 and known as Trust Number 106910-04, debtor, and filed May 18, 1989 as Document No. 89U12547 with a continuation filed May 3, 1994 as Document No. 94U06866.

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## ATTACHMENT A

### THE PROPERTY

**Address:** 11 East Adams, Chicago, Illinois

**P.I.N.:** 17-15-104-001-0000

LOT 2 AND THE NORTH 20 FEET OF LOT 3 (EXCEPT THAT PART TAKEN FOR STATE STREET) IN BLOCK 6 IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 15 ADDITION TO CHICAGO IN TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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