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AMENDMENT TO ASSUMPTION AND RELEASE AGREEMENT

THIS AMENDMENT TO ASSUMPTION AND RELEASE AGREEMENT ("Amendment") is dated as of this 1st day of December, 1994 by and among American National Bank and Trust Company of Chicago, not personally but as Trustee under a Trust Agreement dated July 24, 1992 and known as Trust No. 11-5822-02 ("Borrower"), Hamilton Limited Partnership ("Owner"), as owner of 100% of the beneficial interest in the trust held by Borrower and Federal National Mortgage Association ("Fannie Mae").

WHEREAS, on September 1, 1991, the Bank of Waukegan, not personally but as Trustee under a Trust Agreement dated January 19, 1989 and known as Trust No. 3180 ("Seller") and Kernel P. Farikh, Dr. Arvind N. Shah and Dr. Rashmikant D. Gardi (collectively "Beneficiaries") executed a Multifamily Note, including Addendum to Multifamily Note, ("Note") in the original principal amount of \$6,940,214.00 to Dwinn-Shaffer and Company ("Dwinn-Shaffer") which Note was endorsed to the order of Fannie Mae evidencing the loan extended by Dwinn Shaffer to Seller (the "Loan"). To secure repayment of the Note, Seller and Beneficiaries also executed and delivered a Multifamily Mortgage, Assignment of Rents and Security Agreement, including a Rider to Multifamily Instrument ("Mortgage") dated September 1, 1991 filed in the official records of the Office of the Registrar of Torrens Titles, Cook County, State of Illinois (the "Recorders Office") on September 17, 1991, as Document No. LR3996235, pursuant to which Seller, as trustee, granted and conveyed to Dwinn-Shaffer a first and prior security interest in the real property commonly known as 951-991 Charlella Lane, Elk Grove Village, Illinois, which real property is legally described in the Mortgage, and all buildings, improvements, fixtures and personal property located thereon (collectively, the "Property"). The Loan is further secured by that certain Assignment of Leases and Rents ("Assignment of Rents") dated September 1, 1991 made by the Bank of Waukegan, as trustee, and the Beneficiaries in favor of Dwinn-Shaffer recorded in the Recorder's Office on September 17, 1991 as Document No. LR3996236. Fannie Mae is the assignee of the Mortgage and the Assignment of Rents pursuant to an Assignment of Mortgage, Assignment of Rents and Security Agreement and of Assignment of Leases and Rents (the "Assignment") dated September 1, 1991 and filed in the Recorder's office on September 17, 1991 as Document No. LR 3996237. In addition, each of the other Loan Documents (as hereinafter defined) has been duly assigned or endorsed to Fannie Mae;

WHEREAS, on or about September 10, 1992, Seller, Borrower, Owner and Fannie Mae entered into an Assumption and Release Agreement dated September 10, 1992 ("Assumption") pursuant to which Borrower and Owner agreed to pay and perform all Seller's obligations under the Note, Mortgage and other Loan Documents (as hereinafter defined) and Borrower and Owner executed and delivered a Security Agreement and Security Assignment under Land Trust dated as of September 10, 1992 ("Security Agreement") to further secure the Loan in favor of Fannie Mae;

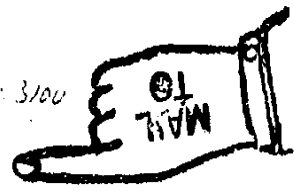
73-18-930 DL

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DEPT-01 RECORDING
THESSS TRAN 1689 01/11/95 13:17:00
#0205 # JJ * 95-021043
\$37.50

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Carney + Brother sh. 3/00
30 n. LaSalle
Chgo Il. 60602
ATTN: Regina Johnston



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WHEREAS, the Loan is further secured by certain UCC financing statements ("UCC Statements") each made respectively by Borrower and by Owner, respectively, as debtor, in favor of Fannie Mae, as secured party, recorded in the Recorder's Office on September 4, 1992 as Document No. 92U16247 and as Document No. 92U16246, respectively. The Note, Mortgage, Assignment of Rents, Security Agreement, UCC Statements and all other documents and statements executed and delivered in connection with the Loan and assumption of the Loan are sometimes hereinafter collectively referred to as the "Loan Documents";

WHEREAS, Borrower and Owner acknowledge that they have made only partial payment of the amounts due Fannie Mae under the terms of the Loan Documents and is thereby in default under the terms of the Loan Documents;

WHEREAS, Borrower and Owner have requested that Fannie Mae agree to an amendment of the Loan Documents in accordance with the terms of that certain Loan Modification Agreement of even date herewith between the parties ("Modification"), the terms and provisions of the Modification are hereby incorporated herein by this reference; and

WHEREAS, the Note has been amended by that certain Amendment of Multifamily Note of even date herewith ("Amended Note"), the Mortgage has been amended by that certain Amendment of Multifamily Mortgage, Assignment of Rents and Security Agreement of even date herewith ("Amended Mortgage") and certain of the other Loan Documents have been amended of even date herewith in accordance with the terms of the Modification (the Amended Note, Amended Mortgage, this Amendment and all other amendments to Loan Documents of even date herewith, executed and delivered in connection with the Modification are hereinafter collectively referred to as the "Loan Modification Documents").

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, assignee does hereby agree as follows:

1. All capitalized terms in the Assumption shall have the same meanings in this Amendment as therein defined. The recitals set forth above are hereby incorporated herein as if set forth in this Amendment.

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2. As of the date hereof, Borrower and Owner each hereby reaffirm and restate each and every warranty, representation, covenant and obligation set forth in the Assumption, including without limitation Borrower's and Owner's assumption of the obligations under the Note; the Instrument; the Assignment of Leases and Rents dated September 1, 1991 filed September 17, 1991 in the official records of the Registrar of Torrens Titles, Cook County, Illinois as Document No. LR3996236, and assigned to Fannie Mae by Document No. LR3996237; the Replacement Reserve Agreement dated September 1, 1991 from Seller and its beneficiaries to Servicer; the Security Agreement Security Assignment under Land Trust from Owner to Fannie Mae; the Security Agreement Security Assignment under Land Trust from the Beneficiaries to Servicer; and all UCC financing statements from Seller, Borrower, Owner and the Beneficiaries to Servicer or Fannie Mae with respect to the Property.

3. All of the terms and provisions of the Assumption are hereby incorporated herein and made a part hereof as if fully set forth herein, and shall remain in full force and effect as therein stated, except as specifically modified by this Amendment.

4. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Amendment is executed by American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, and each of the covenants, obligations or undertakings herein contained shall not be binding on said bank personally, but shall be binding on the assets of the trust. Nothing herein contained shall alter, limit or modify the obligations of any other party to this Amendment.

6. This Amendment, and all ancillary agreements and amendments, may be executed in one or more counterparts, each separate signature page constituting a part of this Amendment.

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IN WITNESS WHEREOF, the undersigned parties have executed this Amendment to be effective as of the date hereof.

OWNER:

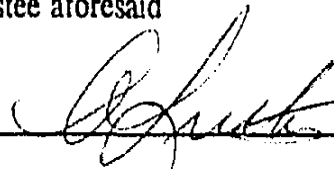
Hamilton Limited Partnership, an Illinois Limited Partnership

By: Burton Financial Management Associates, Inc., an Illinois corporation, managing and sole general partner of said limited partnership

By: 
Lawrence B. Irwin, President of said corporation

BORROWER:

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

By: 
Its: TRUST OFFICER

FANNIE MAE:

Federal National Mortgage Association

By: _____
Its: _____

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STATE OF ILLINOIS)
COUNTY OF Cook) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 1994 by Anita M. Lutkue, _____ of American National Bank and Trust Company of Chicago, an Illinois banking corporation, on behalf of the corporation.



Sol Flores
NOTARY PUBLIC

My commission expires:

STATE OF ILLINOIS)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 1994 by _____ of the Federal National Mortgage Association on behalf of the association.

NOTARY PUBLIC

My commission expires:

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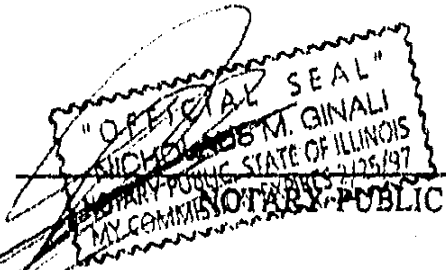
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STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this _____ day of _____, 1994 by LAURENCE B. IRWIN, _____ of Burton Financial Management Associates, Inc., an Illinois corporation, general partner on behalf of Hamilton Limited Partnership.



My commission expires:

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IN WITNESS WHEREOF, the undersigned parties have executed this Amendment to be effective as of the date hereof.

OWNER:

Hamilton Limited Partnership, an Illinois Limited Partnership

By: Burton Financial Management Associates, Inc., an Illinois corporation, managing and sole general partner of said limited partnership

By: _____
Lawrence B. Irwin, President
of said corporation

BORROWER:

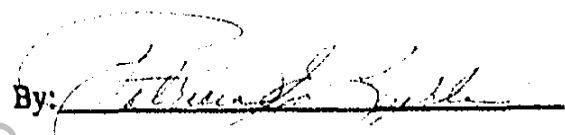
American National Bank and Trust Company of Chicago, not personally, but as Trustee aforesaid

By: _____

Its: _____

FANNIE MAE:

Federal National Mortgage Association

By:  _____

Its: Assistant Vice President

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STATE OF ILLINOIS)
COUNTY OF Cook) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 1994 by _____ of American National Bank and Trust Company of Chicago, an Illinois banking corporation, on behalf of the corporation.

NOTARY PUBLIC

My commission expires:

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

The foregoing instrument was acknowledged before me this 9th day of January 1994 by Patricia E. Lyeria, Assistant Vice President of the Federal National Mortgage Association on behalf of the association.

Miriam C. Grab
NOTARY PUBLIC

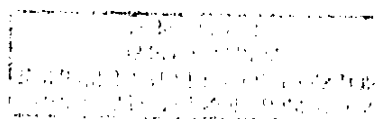
My commission expires:



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EXHIBIT A

LEGAL DESCRIPTION

LOT 3 IN ROHLWING GROVE UNIT NO. 5, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MARCH 21, 1979 AS DOCUMENT LR3081821.

ADDRESS OF REAL PROPERTY: 951 - 991 Charlella Lane
Elk Grove Village, IL 60007

PERMANENT INDEX NUMBERS: 08-31-400-055-0000
08-31-400-056-0000
08-31-400-057-0000
08-31-400-058-0000

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