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RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO

Richard A. Merel
GARFIELD & MEREL, LTD.
211 West Wacker Drive
Chicago, IL 60606

95265987

COMMON ADDRESSES:

435 N. WELLS ST., CHICAGO, IL
439 N. WELLS ST., CHICAGO, IL

TAX IDENTIFICATION NOS.

17-09-252-005-0000
17-09-252-006-0000
17-09-252-007-0000

DEPT-01 RECORDING \$49.00
T00012 TRAN 3685 04/21/95 13:32:00
\$1360 + JPI *-95-265987
COOK COUNTY RECORDER

CONSOLIDATION, MODIFICATION AND RESTATEMENT OF
ASSIGNMENT OF RENTS AND LEASES

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 14, 1989
AND KNOWN AS TRUST NUMBER 108803-10

AND

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 8, 1985
AND KNOWN AS TRUST NUMBER 64007

Assignor

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
Assignee

75-44 235-DI(9,1K)

4900

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CONSOLIDATION, MODIFICATION AND RESTATEMENT OF ASSIGNMENT OF RENTS AND LEASES

THIS CONSOLIDATION, MODIFICATION AND RESTATEMENT OF ASSIGNMENT OF RENTS AND LEASES ("Consolidation Assignment") made this 18th day of April, 1995, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 14, 1989 AND KNOWN AS TRUST NUMBER 108803-00 (herein called "435 Wells Assignor") AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 8, 1985 AND KNOWN AS TRUST NUMBER 64007 (herein called "439 Wells Assignor") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, (hereinafter referred to as "Assignee").

WHEREAS, the 435 Assignor executed and delivered to Assignee a Mortgage Note ("435 Note") dated August 17, 1989 in the original principal amount of \$450,000.00, which 435 Note is secured, among other things, by a Mortgage dated August 17, 1989 and recorded on August 18, 1989 as Document No. 89386183 in Cook County, Illinois (435 Mortgage) on the real estate legally described on Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the 439 Assignor executed and delivered to Assignee, an Installment Note dated April 30, 1988 in the original principal amount of \$850,000.00 ("439 Note"), which 439 Note is secured, among other things, by a Mortgage dated April 30, 1988 and recorded on May 19, 1988 as Document No. 88215161 ("439 Mortgage") in Cook County, Illinois and an Assignment of Leases and Rents dated April 30, 1988 and recorded as Document No. 88215162 on May 19, 1988 with the Cook county Recorder of Deeds on the real estate legally described on Exhibit "B" attached hereto and by this reference incorporated herein; and

WHEREAS, on or about April 18th, 1995, the 435 Assignor and 439 Assignor executed and delivered to Assignee, a Consolidation, Modification and Restatement of Installment Note and Mortgage Note ("Consolidation Note") wherein the 435 Note and 439 Note were consolidated, modified and restated in their entirety; and

WHEREAS, on or about April 18th, 1995 the 435 Assignor and 439 Assignor executed and delivered to Assignee a Consolidation, Modification and Restatement of Mortgage ("Consolidation Mortgage") wherein the 435 Mortgage and 439 Mortgage were consolidated and restated in their entirety; and

WHEREAS, the Assignors and Assignee desire to consolidate, modify and restate all previous Assignments of Rents and Leases in their entirety by replacing all terms and provisions contained therein with the terms and provisions hereinafter set forth. All references in the following terms and provisions to the defined term "Mortgage" shall mean and include the Consolidation Mortgage. All references in the following terms and provisions to the defined term "Note" shall mean and include the Consolidation Note. All references in the following provisions to the term "Loan Documents" shall mean and include all instruments originally delivered to

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Assignee as security for the 435 Note and 439 Note and all consolidation, modification and restatement instruments delivered to Assignee in connection with the Consolidation Note and Consolidation Mortgage. To the extent of any inconsistencies or conflicts between the terms and conditions of any previous assignment of lease instruments and the terms and conditions of this Consolidation Assignment, the terms and conditions of the Consolidation Assignment shall govern and control.

FOR VALUE RECEIVED, Assignor hereby grants, transfers, assigns and sets over to Assignee all of the right, title and interest of Assignor (i) in and to all of the rents, issues and profits, including but not limited to earnings, deposits, escrows or security deposits due Assignor by reason of any lease ("Lease"), of and from the real estate legally described in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof (herein called the "Premises"), (ii) in and to all leases, written or oral, possession or occupancy agreements, if any, and any renewals or extensions (herein generally called "Leases") now or hereafter existing on all or any part of the Premises, and (iii) rights and claims for damages against tenants arising out of defaults under Leases, including rights to compensation with respect to rejected Leases pursuant to applicable or replacement sections of the Bankruptcy Code of the United States.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS AGREED AS FOLLOWS:

1. Assignor hereby grants, transfers and assigns to Assignee all of the right, title and interest of Assignor in and to the said Leases and in and to the right to the use and possession of the Premises, including any and all of the rents, issues, profits and avails now due, which may hereafter become due under and by virtue of any lease (including the existing Leases, future Leases and occupancy agreements) whether written or oral, or any letting of or any agreement for the use or occupancy of any part of the Premises which may have been heretofore or may be hereafter made or agreed to between Assignor or any other present, prior or subsequent owner of the Premises or any interest therein or which may be made or agreed to by the Assignee, its successors or assigns under the powers herein granted, and any tenant or occupant of all or any part of the Premises, for the purpose of securing:

- a) Payment of the indebtedness evidenced by that certain Consolidation Note in the principal sum of \$1,300,016.62 (herein called the "Note") and any extension, modifications or renewals thereof, executed by Assignor, dated the same date hereof, payable to the order of Assignee, and secured by a Consolidation Mortgage (herein generally called the "Mortgage") of the same date, to Assignee, as mortgagee, upon the Premises, which Mortgage was duly recorded in the Recorder of Deeds of Cook County, Illinois which Mortgage and Note are held by or for the benefit of the Assignee.

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- b) All other documents delivered or given to Assignee as further security or consideration for the Consolidation Note, including this Consolidation Assignment.
- c) Payment of all other sums with interest thereon becoming due and payable to the Assignee hereunder or under the Consolidation Note and Mortgage.
- d) Performance and discharge of each and every term, provision, condition, obligation, covenant and agreement of Assignor herein contained, in the Consolidation Note or in the Mortgage.

For purposes herein, the Consolidation Note, Mortgage and all other documents securing the Consolidation Note are hereinafter collectively referred to as the "Loan Documents."

2. Assignor represents and agrees that (a) Assignor or its beneficiary or its agents is lessor under any Leases for the Premises or any portions thereof; (b) there are no defaults (or matters that with the passage of time or notice, or both, would constitute defaults) under any Lease; (c) Assignor is entitled to receive all of the rents, issues and profits and to enjoy all the other rights and benefits mentioned herein and assigned hereby; (d) the aforementioned rents, issues, profits and rights have not been heretofore sold, assigned, transferred or set over by any instrument now in force and will not at any time until the Note is paid in full be sold, assigned, transferred or set over by the Assignor or by any person or persons whomsoever except subject to this Assignment; (e) that the Assignor has good right to sell, assign, transfer and set over the same and to grant to and confer upon the Assignee the rights, interest, powers and/or authorities herein granted and conferred; and (f) no rents or other sums due under any Leases have been prepaid, for more than sixty (60) days except for applicable security deposits.

3. Assignor will, from time to time, execute upon request of the Assignee, any and all instruments requested by the Assignee to carry this instrument into effect or to accomplish any other purposes deemed by the Assignee to be necessary or appropriate in connection with this Consolidation Assignment or the Premises including, without limitation, specific assignments of any lease or agreement relating to use or occupancy of the Premises or any part thereof now or hereafter in effect and not specifically defined herein as a Lease, as may be necessary or desirable, in the sole opinion of Assignee.

4. This Consolidation Assignment shall in no way operate to restrict or prevent the Assignee from pursuing any remedy which it now or hereafter may have because of any present or future breach of the terms or conditions of the Loan Documents.

5. Assignee shall not in any way be responsible for failure to do any or all of the things for which rights, interests, powers and/or authority are herein granted it; and the Assignee shall not be responsible for or liable upon any of the agreements,

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undertakings or obligations imposed upon the lessor under said Leases or other agreement with respect to the Premises.

6. Assignee shall be accountable only for such cash as it actually receives under the terms hereof.

7. Failure of the Assignee to do any of the things or exercise any of the rights, interests, powers and/or authorities hereunder shall not be construed to be a waiver of any of the rights, interests, powers or authorities hereby assigned and granted to the Assignee.

8. Assignee shall execute such further assignments of this Consolidation Assignment and any and all rights accruing thereunder to any subsequent assignee and holder of the Loan Documents for which this Consolidation Assignment is given as additional security as may be deemed advisable by any such subsequent assignee or holder.

9. It is understood that the assignment of said Leases and of the rents, issues and profits of and from the Premises as effected hereby is an absolute assignment which is effective as of the date hereof and, upon demand by Assignee after occurrence of an event of default under the Loan Documents after applicable cure periods ("Event of Default") to the lessee, under any Leases or to any person liable for any of the rents, issues and profits of and from the Premises or any part thereof, such lessee or person liable for any of such rents, issues and profits shall be, and is hereby irrevocably authorized and directed to, pay to or upon the order of Assignee, and without inquiry of any nature, all rents then owing or thereafter accruing under said Leases or any other instrument or agreement, oral or written, giving rise to an obligation to pay rents, issues or profits in connection with the Premises.

10. So long as there shall exist no Event of Default by Assignor under the Loan Documents after applicable cure periods, Assignee shall not demand from lessees under said Leases or other persons liable therefor, any of the rents, issues and profits hereby assigned but shall permit the Assignor to collect, upon but not prior to accrual (except as otherwise set forth herein), all such rents, issues and profits from the Premises and the said Leases and to retain and enjoy the same and all lessees under any Leases and all other persons liable for rents, issues and profits of and from the Premises shall comply with any demands for rents made by Assignee pursuant to the provisions of this Consolidation Assignment without questioning the validity of actions or demands of Assignee. The Assignor hereby agrees to defend, indemnify and hold such lessees or other persons harmless from all loss, costs, damages, suits, or claims resulting from the payment of rents to Assignee in compliance with any demand therefore made by the Assignee pursuant to this Consolidation Assignment.

11. Upon or at any time after an Event of Default under the Loan Documents after applicable cure periods, the Assignee may, at Assignee's option, after the indebtedness evidenced by the Note is declared due in accordance with its terms and after any required

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cure periods, at Assignee's option, without notice, either in person or by agent, and with or without bringing any action or proceedings, or by a receiver to be appointed by a court, may enter upon, take possession of, and manage and operate the Premises, including possession of documents and books and records relating thereto, and each and every part and parcel thereof; and in connection therewith, the Assignee may make, cancel, enforce or modify Leases, fix or modify rents, repair, maintain and improve the Premises, employ contractors, subcontractors and workmen in and about the Premises, pay liens on the Premises at its option, obtain and evict tenants, in its own name sue for or otherwise collect or reserve any and all rents, issues and profits, including those past due and unpaid, employ leasing agents, managing agents, attorneys and accountants in connection with the enforcement of Assignee's rights hereunder and pay the reasonable fees and expenses thereof, and otherwise do and perform any and all acts and things which Assignee may deem necessary or appropriate in and about the Premises for the protection thereof or the enforcement of Assignee's rights hereunder or under the Loan Documents; and any and all reasonable amounts expended by Assignee in connection with the foregoing shall constitute so much additional indebtedness secured hereby and by the Loan Documents. Assignee shall apply any monies collected by Assignee, first to the operation of the Premises as aforesaid, less costs and expenses incurred, including reasonable attorneys' fees and the balance upon any indebtedness secured hereby in such order and manner as Assignee may determine. The entering upon and taking possession of the Premises, the collection of rents, issues and profits, the exercise of any of the rights herein above specified and the application of collections, as aforesaid, shall not cure, waive, modify or affect any default hereunder or under the Loan Documents, nor shall it act to cause the Assignee to become a Mortgagee in Possession. At Assignee's option, upon taking possession, it may exclude Assignor and its agents from the Premises. The manner of application of such sums and the items which shall be credited or paid out of same shall be within the sole discretion of Assignee and nothing herein contained shall obligate Assignee to use any such sums for a purpose other than reducing the indebtedness hereby secured unless it shall elect so to do. Assignee shall be subrogated to any lien discharged out of rents, income and profits of the Premises.

12. Any tenants or occupants of any part of the Premises are hereby authorized to recognize the claims and demands of Assignee hereunder without investigating the reason for any action taken by the Assignee or the validity or the amount of indebtedness owing to the Assignee or the existence of any default hereunder or under the Loan Documents or the application to be made by the Assignee of any amounts to be paid to Assignee. The sole signature of the Assignee under this Agreement and the sole receipt of the Assignee for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Premises. Checks for all or any part of the rentals collected under this Consolidation Assignment shall, at the option of Assignee, be drawn to the exclusive order of the Assignee.

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13. The acceptance by the Assignee of this Consolidation Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of actual physical possession of the Premises by the Assignee, be deemed or construed to constitute the Assignee a Mortgagee in Possession nor impose any obligation whatsoever upon the Assignee, it being understood and agreed that the Assignee does not hereby undertake to perform or discharge any obligation, duty or liability of the landlord under any leases or under or by reason of this Consolidation Assignment. Assignee shall have no liability to Assignor or anyone for any action taken or omitted to be taken by it hereunder, except for its gross negligence or willful misconduct. Should the Assignee incur any liability, loss or damage under or by reason of this Consolidation Assignment or for any action taken by the Assignee hereunder, or in defense against any claim or demand whatsoever which may be asserted against the Assignee arising out of any lease, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the rate applicable to the Note at the time of incurrence (or if the Note has been paid in full at the time of incurrence, then at the rate applicable to the Note at the time of such payment in full), shall be secured by this Consolidation Assignment and by the other Loan Documents, and the Assignor shall reimburse the Assignee therefore immediately upon demand, Assignor's obligation to so pay to survive payment of the indebtedness hereby secured and the release of this Consolidation Assignment.

14. After an Event of Default after applicable cure periods, the Assignor does hereby irrevocably constitute and appoint the Assignee the true and lawful attorney of the Assignor with full power of substitution for Assignor and in Assignor's name, place and stead to ask, demand, collect, receive, receipt for, use for, compound and give acquittance for, any and all sums due or to become due under any Lease, with full power to settle, adjust or compromise any claim thereunder as fully as the Assignor could do, and to endorse the name of the Assignor or any of them on all commercial paper given in payment or in part payment thereof, and in the Assignee's discretion to file any claim or take any other action or proceeding, either in the Assignee's name or in the name of the Assignor or any of them or otherwise, which the Assignee may deem necessary or appropriate to protect and preserve the right, title and interest of the Assignee in and to such sums and the security intended to be afforded hereby.

15. Assignor shall and does hereby agree to indemnify and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur after an Event of Default after applicable cure periods under said Leases or under or by reason of this Consolidation Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases. Should the Assignee incur any such liability, loss or damage under said Lease or under or by reason of this Consolidation Assignment, or in the defense of any such claims or demands, the

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amount thereof, including costs, expenses, and reasonable attorneys' fees, shall be secured hereby, and Assignor shall reimburse the Assignee therefor immediately upon demand, and upon the failure of Assignor so to do, the Assignee may declare all sums secured hereby immediately due and payable.

16. Assignor will not (a) modify, change, alter, supplement, amend, surrender or accept surrender of any of the Leases; (b) execute any other assignment or pledge of the rents from the Premises or any part thereof, or of the Assignor's interest in any of the Leases, except to Assignee; (c) execute any Lease except for actual occupancy by the lessee thereunder; (d) permit any Leases to become subordinate to any lien other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent; or (e) execute hereafter any Lease unless there shall be included therein a provision providing that lessee acknowledges that such Lease has been assigned pursuant to this Consolidation Assignment and agrees not to look to Assignee as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by landlord under such Lease unless such sums have actually been received in cash by Assignee as security for lessee's performance under such Lease, without Assignee's prior written consent.

17. Assignee has not received nor been transferred any security deposited by any lessee with the lessor under the terms of any Lease and the Assignee assumes no responsibility or liability for any security so deposited.

18. Assignor has not, and will not, accept rent in advance under any Lease or other agreement or lease of all or any part of the Premises excepting only monthly rents for current months which may be paid in advance, but in no event more than two (2) months in advance.

19. Assignor will (a) cause this Consolidation Assignment to be served upon the lessee under each Lease after an Event of Default after applicable cure periods, upon written request from Assignee; (b) at Assignor's sole cost and expense, cause this Consolidation Assignment to be recorded and filed and re-recorded and re-filed in each and every public office in which such filing and recording may be necessary to constitute record notice of this Consolidation Assignment and the terms and provisions hereof as applicable to the Premises; (c) at all times promptly and faithfully abide by, discharge or perform all of the covenants, conditions and agreements contained in each Lease to be performed by Landlord; (d) enforce or secure the performance of all of the covenants, conditions and agreements of the Leases on the part of the lessees to be kept and performed; (e) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any Lease or the obligations, duties or liabilities of Assignor, as lessor, and of the lessees thereunder, and pay all costs and expenses of Assignee, including reasonable attorneys' fees in any such action or proceeding in which Assignee may appear; (f) furnish to Assignee, within ten (10) days after a request by Assignee to do so, a written statement containing the names of all

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lessees of the Premises, or any part thereof, the terms of their respective Leases, the spaces occupied and the rentals payable thereunder; and (g) exercise within ten (10) days of the demand therefor by Assignee, any right to request from the lessee under any Lease a certificate with respect to the status thereof ("Estoppel Certificate").

20. Upon payment in full of all indebtedness secured hereby, this Consolidation Assignment shall become and be void and of no effect.

21. This Consolidation Assignment includes and establishes a present absolute and primary transfer and assignment of all rents, earnings, income, issues and profits of the Premises, and not merely the passing of a security interest, but so long as no Event of Default shall exist after applicable cure periods under the Loan Documents and no event shall exist which by lapse of time or service of notice, or both, has or would become an Event of Default thereunder, the Assignor shall have the right and license to collect, use and enjoy all rents and other sums due or to become due under and by virtue of any Lease as they respectively become due.

22. This Consolidation Assignment applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. Wherever the term "Assignor" is used herein, such reference shall be deemed to mean each Assignor whose name appears below, severally, and all such Assignors, jointly and severally, and their respective heirs, legatees, devisees, executors, successors and assigns. Wherever the term "Assignee" is used herein, such term shall include all successors and assigns, including each and every from time to time owner and holder of the Note, of the Assignee named herein who shall have, hold and enjoy all of the rights, powers and benefits hereby afforded and conferred upon Assignee as fully and with the same effect as if such successors and assigns of Assignee were herein by name designated as Assignee.

23. The rights and remedies of the Assignee hereunder are cumulative and are not secondary to or in lieu of but are in addition to any rights or remedies which the Assignee shall have under the said Loan Documents or any other instrument or document or under applicable law and the exercise by Assignee of any rights and remedies herein contained shall not be deemed a waiver of any other rights or remedies of Assignee, whether arising under the Loan Documents or otherwise, each and all of which may be exercised whenever Assignee deems it in its interest to do so. The rights and remedies of the Assignee may be exercised from time to time and as often as such exercise is deemed expedient and the failure of the Assignee to enforce any of the terms, provisions and conditions of this Consolidation Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof.

24. The right of the Assignee to collect and receive the rents assigned hereunder or to exercise any of the rights or powers

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herein granted to the Assignee shall, to the extent not prohibited by law, extend also to the period from and after the filing of any suit to foreclose the lien of the Mortgage, including any period allowed by law for the redemption of the premises after any foreclosure sale.

25. In the event any lessee under the Leases should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Assignor covenants and agrees that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Assignee. The Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which will be applied to whatever portion of the indebtedness secured by this Consolidation Assignment that Assignee may elect.

26. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the transmittal thereof shall be by either certified mail or by overnight national delivery service to the following addresses, or to such other place as any party hereto may by notice in writing designate. Notice shall be deemed to be received two (2) business days after mailing or, if by national overnight delivery service, shall be deemed to be received the date of original attempted delivery. Notices shall be transmitted as follows:

a) If to the Mortgagee:

American National Bank and
Trust Company of Chicago
33 North LaSalle St.
Chicago, IL 60690

With a copy to:

Garfield & Merel, Ltd.
ATTN: Richard A. Merel
211 W. Wacker Drive
Chicago, IL 60606

b) If to the Mortgagor:

American National Bank and
Trust Company of Chicago
ATTN: Land Trust Dept.
33 North LaSalle St.
Chicago, IL 60690

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James DeRose
c/o Development Resources, Inc.
439 N. Wells St.
Chicago, IL 60610

With a copy to:

Rudnick & Wolf
ATTN: James Beard
203 N. LaSalle Street
Chicago, IL

27. All provisions hereof are severable and if any provisions hereof shall be invalid or unenforceable, the validity and enforceability of the remaining portions hereof shall in no way be affected thereby.

28. This Consolidation Assignment is executed by Assignor, in the exercise of the power and authority conferred upon and vested in them as Trustees. Except as may be specifically provided or set forth in the Loan Documents, nothing contained herein or in the Loan Documents shall be construed as creating any liability of Assignor personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereunder, or to perform any agreement or covenant either express or implied herein or therein contained, all such liability, if any, being expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder. Except as otherwise provided in the Loan Documents, the Assignee hereunder or the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the Premises herein described and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby and by said Mortgage created, in the manner herein and in said Loan Documents provided, or by the enforcement of any other remedies available to Assignee.

29. Assignee and Assignor agree that this Agreement shall be governed and construed in accordance with the laws of the State of Illinois, and Assignee hereby voluntarily and irrevocably consents to venue and jurisdiction in the County of the State where the Premises is situated.

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IN WITNESS WHEREOF, Assignor has caused these presents to be signed as of the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 14, 1989 AND KNOWN AS TRUST NUMBER 108803-00

By: 
Name: Michael Wierlan
Title: VP

ATTEST:

By: 
Name: Assistant Secretary
Title: ASSISTANT SECRETARY

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 8, 1985 AND KNOWN AS TRUST NUMBER 64007

By: 
Name: Michael Wierlan
Title: VP

ATTEST:

By: 
Name: Henry H. Kasperzyk
Title: ASSISTANT SECRETARY

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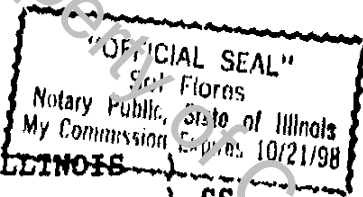
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, SOL FLORES, a Notary Public in and for the County and State aforesaid, do hereby certify that the SECRETARY of American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated July 14, 1989 and known as Trust Number 108803-00 who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Trusts for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16th day of April 1995.



Sol Flores
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, SOL FLORES, a Notary Public in and for the County and State aforesaid, do hereby certify that the SECRETARY of American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated April 8, 1985 and known as Trust Number 64007 who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Trusts for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16th day of April 1995.



Sol Flores
Notary Public

THIS INSTRUMENT PREPARED BY
AND MAIL TO:

RICHARD A. MEREL
GARFIELD & MEREL, LTD.
211 W. Wacker Drive
Chicago, IL 60606

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EXHIBIT A

LOT 6 IN BLOCK 4 IN NEWBERRY'S ADDITION TO CHICAGO A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS 435 NORTH WELLS, CHICAGO, IL

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EXHIBIT B

THE NORTH 23-11/36 FEET OF LOT 2 AND ALL OF LOT 3 IN BLOCK 9 IN NEWBERRY'S
ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS 439 NORTH WELLS, CHICAGO, IL

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