ASSIGNMENT OF RENTS AND LEASES

This ASSIGNMENT OF RENTS AND LEASES (this "Assignment") is made as of the /6 4/7 day of June, 1995, by 55 EAST MONROE BUILDING L.L.C., a Delaware limited liability company ("Borrower") in favor of CONNECTICUT GENERAL LIFE INSURANCE COMPANY, a Connecticut corporation ("Lender").

WITNESSETH

DEPT-01 RECORDING

\$71.00

T#0012 TRAN 4787 06/21/95 13:31:00

#6286 # JM *-95-399780 COOK COUNTY RECORDER 57

WHEREAS Lorder has loaned to Borrower the sum of SDEWy Width Mod Dollars (\$60,000,000) evidenced by a promissory note of even date herewith, executed by Borrower in favor of Lender (including any extensions, modifications,

Drenewals and replacements, the "Note"); and

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WHEREAS payment of the delt a idenced by the Note is secured by a mortgage (the "Mortgage") of even data narewith executed by Borrower in favor of Lender encumbering Borrower's leasehold interest in the real property and all of the improvements thereon in the City of Chicago, County of Cook, State of Illinois and more particularly described in Exhibit A attached hereto (the "Real Property") (collectively, the Note, the Mortgage, and any other documents evidencing or securing payment of the Note (it referred to herein as the "Loan Documents"); and

This instrument was prepared by and after recording should be returned to:

Goldberg, Kohn, Bell, Black, Rosenbloom & Moritz, Ltd. Suite 3900 55 East Monroe Street Chicago, IL 60603 Attn: Nora A. Naughton, Esq. Street address of subject property:

55 East Monroe Chicago, Illinois

Permanent Real Estate Tax Index Number(s):

17-15-103-001-0000 17-15-103-002-0000 17-15-103-003-0000 17-15-103-009-8002

BOX 333-CT

WHEREAS Lender has required an assignment of leases as additional security for payment of all sums due under the Loan Documents including, without limitation, principal, accrued and unpaid interest, any applicable prepayment fees, any late charges, any attorneys fees and any advances (collectively, the "Indebtedness").

NOW THEREFORE, Lender and Borrower, in consideration of the foregoing, hereby agree as follows:

I. ASSIGNMENT

- 1.1. Assignment of Lagues. Borrower hereby presently, irrevocably, absolutely and unconditionally transfers, assigns and sets over unto Lender all of Borrower's right, title, and interest in and to all present and future leases, license agreements, concession agreements, lease termination agreements and other occupancy agreements of any nature, oral or written, regarding all or any part of the Real Property (collectively, the "Leases"), including but not limited to the leases listed on the attached Exhibit B (the "Schedule of Leases"), together with all extensions, nodifications, supplements, renewals and replacements thereof, and together with any and all guaranties of the obligations of the lessees, licensees, concessionaires and occupants thereunder (collectively, the "Lessees"), and also together with the rights of Borrower to receive, hold and apply all bonds and security in all of said Leases provided to be furnished to the lessor thereunder, and also together with the rights of Borrower to enforce any and all of the agreements, terms, covenants and conditions in all of said Leases provided and to give notices thereunder.
- 1.2. <u>Assignment Absolute</u>. This Assignment shall be a present, irrevocable, absolute and unconditional assignment, and shall, immediately upon execution, give Lender the right to sue for, collect and receive all

rents, prepaid rents, additional rents, royalties, security deposits, damages payable upon default by tenant or other sums in any of said Leases provided to be paid to the leaser thereunder, profits, income, license fees, concession fees, lease termination fees and other income of every kind and nature due by virtue of the Leases (collectively, the "Rents").

1.3. Assignment of Security Deposit. If any of the Leases provide for a security deposit paid by any Lessee to Borrower, Borrower hereby assigns its right, title and interest in and to such security deposit to Lender. Borrower, however, shall have the right to retain such security deposits so long as there has been no Event of Default (hereinafter defined in Paragraph 4.1) hereunder, province Lender shall not be obligated to any Lessee for any such security deposit until Lender obtains possession or control of such security deposit after an Event of Default.

II. LICENSE TO COLLECT

Lender grants to Borrower a revocable license to collect the Rents as they respectively become due and to enforce the Leases, so long as there is no Event of Default by Borrower hereunder. Borrower hereiny irrevocably authorizes and directs each of the Lessees under the Lease, upon receipt of a written notice from Lender so demanding, to pay all Rent due or which becomes due under its Lease to Lender.

III. WARRANTIES AND COVENANTS

- 3.1. <u>Warranties of Borrower</u>. Borrower hereby represents and warrants the following:
- (a). Borrower is the sole holder of the landlord's or owner's interest under the Leases and has good right to sell, assign, transfer and set over the Leases and the Rents to Lender;

- (c). To the best of Borrower's knowledge, except as stated in Exhibit B, there is no default by Borrower or by any Lessee under any of the Leases, or any state of racts which, with the passing of time or giving of notice or both, would constitute a default by Borrower or by any Lessee under the Leases;
- (d). To the best of Borrower's knowledge, all of the Leases provide for Rent to be paid monthly in advance, all Rent due to date has been collected other than as indicated on Exhibit B and no Rent has been collected more than one month in advance;
- (e). To the best of Borrower's knowledge, no lessee under any of the Leases has any defense, setoff or counterclaim against Borrower;
- (f). The Schedule of Leases attached as Exhibit B lists 11. of the Leases currently in effect for the Real Property;
- (g). Each of the Leases and any amendments thereto submitted by Borrower to Lender constitutes the entire agreement between the parties thereto, and there are no agreements, undertakings, representations, or warranties, either oral or written, which have not been submitted to Lender;

- (h). Each of the Leases is valid, in full force and offset, and enforceable in accordance with its terms;
- (i). No rental concession in the form of any period of free rent or any other waiver, release, reduction, discount or other alteration of the Rent due or to become due has been granted to any Lesses under the Leases for any period subsequent to the effective date of this Assignment, except as set forth on Pahibit B.
- 3.2. Coverants of Borrower. Borrower hereby covenants and agrees that Borrower shall:
- (a). Fulfill, perform and observe all of the obligations of landlord under the Leases;
- (b). Give prompt written retice to Lender of any default or claim of default by the Borrower or by the Leases under any of the Leases, along with a complete copy of any written notice of such default or claim of default;
- (c). Enforce, short of termination, the performance of the Leases by the Lessees;
- (d). Except as otherwise provided in the Mortgage, not alter, modify, amend, terminate or cancel any of the Leases, nor accept a surrender of any of the Leases, nor waive any term or condition of any of the Leases without the prior written consent of Lender;
- (e). Not collect or accept Rent more than one month in advance of the time any such Rent becomes due;
- (f). Except as otherwise provided in the Mortgage, not execute any future Leases, nor consent to the assignment of the Lessee's interest

under any of the Leases, nor consent to the subletting thereunder without the prior written consent of Lender;

- (g). Not execute any other assignment of the landlord's interest under any of the Leases or of the Rents or any interest therein or suffer or parmit such to occur by operation of law;
- (h). Not permit any of the Leases to become subordinate to any lien other than the lien of the Mortgage, except for permitted secondary financing, provided that the secondary lender and tenant enter into non-disturbance and attornment agreements;
- (i). Not arter, modify, change, release, waive, cancel, nor terminate the terms of any quarantee of any of Lessee's obligations under any of the Leases in whole or in part without the prior written consent of Lender;
- (j). Not take any action which will cause or permit the estate of any Lessees under the Leases to merge with Forrower's interest in the Real Property.
- (k). Furnish to Lender an original attorment agreement executed by the tenant under any Lease hereafter entered into and an original estoppel, addressed to Lender, from each such tenant in form and substance satisfactory to Lender.
- 3.3. Covenant of Lender. Upon the payment in full of the Indebtedness this Assignment shall be terminated and released of record by Lender and shall thereupon be of no further force or effect.

ARTICLE IV. DEFAULTS; LENDER'S REMEDIES

- 4.1. Events of Default. Any of the following shall constitute an Event of Default hereunder:
- (a). The occurrence of an Event of Default under, and as defined and described in, the Note, the Mortgage or any other of the Loan Documents;
- condition of this Assignment, which is not cured within thirty (30) days after written notice of the breach from Lender to Borrower, provided, however, that if the nature of such failure to perform is such that the same cannot be cured within such thirty (30) day period, there shall not be deemed to be an Event of Default if Borrower shall within such period, commence to cure that failure to perform and thereafter disigently prosecute the cure to completion, but in no event to exceed one hundred twenty (120) days in the aggregate;
- (c). Any of Borrower's representations or warranties contained in this Assignment proves to be untrue or misleading in any material respect.
- 4.2. Remedies. Upon an Event of Default, Lender may at any time thereafter, at its option and without notice or demand of any kind, and without regard to the adequacy of security for payment of the Indobtedness, exercise any or all of the following remedies;
 - (a). Declare all of the Indebtedness immediately due and payable;
- (b). Take physical possession of the Real Property and of all books, records, documents and accounts relating to the Real Property and the Borrower's business thereon, and manage and operate the Real Property and the Borrower's business thereon without interference from Borrower, at Borrower's

expense, including, without limitation, the right to rent and lease the Real Property and to hire a manager for the Real Property;

- (c). With or without taking possession of the Real Property, to collect the Rents and any other sums owing under any of the Leases, either by itself or through a receiver, the license to collect Rents given to Borrower by Lender pursuant to Article II hereof being deemed automatically revoked upon an Frant of Default, and Borrower hereby consenting to the appointment of a receiver upon the occurrence of an Event of Default;
- (d). In Borrower's or Lender's name, to institute any legal or equitable action which Lender, in its sole discretion, deems desirable to collect any or all of the Rents;
- (e). Perform any or all obligations of Borrower under any of the Leases or this Assignment and to take such actions as Lender deems appropriate to protect its security, including, without limitation: (i) appearing in any action or proceeding affecting any of the Leases or the Real Property; (ii) executing new leases and modifying, terminating or cancelling existing Leases; (iii) collecting, modifying and compromising any Rinti payable under the Leases; (iv) enforcing any of the Leases, including, if necessary, evicting tenants; and
 - (f). Any other remedies permitted to Lender under applicable law.

The foregoing remedies are in addition to any remedies afforded Lender under any other of the Loan Documents or in law or equity, by statute or otherwise, all of which rights and remedies are reserved by Lender. All of the remedies of Lender shall be cumulative and may be exercised at Lender's option concurrently or successively and the exercise or beginning of exercise by Lender of any such remedies shall not preclude the simultaneous or subsequent exercise of the same remedy or any other remedy available to

Lender. No failure or delay on the part of Lender to exercise any remedy shall operate as a waiver thereof.

4.3. Application of Proceeds. Any amounts collected by Lender hereunder shall be applied by Lender, to pay, in such order as Lender shall elect, the Indebtedness, including all principal; accrued, unpaid interest; prepayment fees; late charges; advances; and all costs and expenses, including attorneys fees, incurred by Lender in operating, protecting, preserving and realizing on Lender's interest in the Real Property including any fees incurred in the representation of Lender in any proceeding under Title 11, United States Code, and any other amount due under the Note, the Mortgage or any other of the Lean Documents.

Lender nor the exercise by Lender of any of its rights or remedies under this assignment shall be deemed to make Lender a "Mortgagee-in-Possession" or otherwise responsible or liable in any manner with respect to the Real Property or the use, occupancy, enjoyment or operation of all or any portion thereof, unless and until Lender, in person or through an agent, assumes actual possession thereof, nor shall appointment of a receiver by any court at the request of Lender or by agreement with Borrower or the entering into possession of the Real Property or any part thereof by such receiver be deemed to make Lender a "Mortgagee-in-Possession" or otherwise responsible or liable in any manner with respect to the Real Property or the use, occupancy, enjoyment or operation of all or any portion thereof.

ARTICLE V. NO LIABILITY, INDEMNIFICATION

5.1. No Liability. Nothing in this Assignment shall be construed to impose upon Lender any obligation or responsibility of Borrower, to any Lessee under any of the Leases or to any other third party, for the control, care, management or repair of the Real Property, the performance of any of the

landlord's obligations under the Leases, or for any dangerous or defective condition on the Real Property, except that this Section is not intended to either create or negate any liability of Lender that may arise out of Lender's acts in the event that Lender take possession of the Real Property.

5.2. Indemnification. Borrower shall indemnify and hold Lender harmless from and against all obligations, liabilities, losses, costs, expenses, civil fines, penalties or damages (including reasonable attorneys fees) which hender may incur by reason of this Assignment or in connection with any of the leases or with regard to the Real Property prior to such time as Lender takes against physical possession of and manages and operates the Real Property after an Event of Default. Borrower shall, with counsel reasonably satisfactory to Lender, defend Lender against any claim or litigation involving Lender for the same. Should Lender incur such obligation, liability, loss, cost, expense, civil fine, penalty or damage, Borrower shall reimburse Lender upon demand. Any amount owed Lender under this provision shall bear interest at the "Default Rate" defined and described in the Note, and shall be secured by the Losa Documents.

ARTICLE VI. MISCELLANEOUS

Lender may at any time and from time to time, without notice to or further consent from Borrower, either with or without consideration, agree to modification of the terms of the Note, the Mortgage or any other of the Loan Documents; extend or renew the Note, the Mortgage or any other of the Loan Documents for any period; grant releases, compromises and indulgences with respect to the Note, the Mortgage or any other of the Loan Documents to any person or entities now or hereafter liable thereunder or hereunder; release any guaranter or endorser of the Note, the Mortgage or any other of the Loan Documents; or take or fail to take any action of any type whatsoever; and no such action which Lender shall take or fail to take in connection with the

Loan Documents, or any of them, or any security for the payment of the Indebtedness or for the performance of any obligations or undertakings of Borrower, nor any course of dealing with Borrower or any other person, shall release Borrower's obligations hereunder, affect this Assignment in any way or afford Borrower any recourse against Lender. The provisions of this Assignment shall extend and be applicable to all renewals, amendments, extensions, consolidations and modifications of the Loan Documents and the Leases, and any and all references herein to the Loan Documents or the Leases shall be desired to include any such renewals, amendments, extensions, consolidations or modifications thereof.

- 6.2. Further Fraurance. At any time and from time to time, upon request by Lender, Borrous: will make, execute and deliver, or cause to be made, executed and delivered, to Lender and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Lender, any and all such other and further assignments, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other docurerts as may, in the opinion of Lender, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve (a) the obligations of Borrower under this Assignment and (b) the security interest created by this Assignment as a first and prior security interest upon the Leases and the Renus. Upon any failure by Borrower so to do, Lender may make, execute, record, in rerecord and/or refile any and all such assignments, deeds to secure debt, morcgages, deeds of trust, security agreements, financing statements, continuation statements, instruments, certificates, and documents for and in the name of Borrower, and Borrower hereby irrevocably appoints Lender the agent and attorney in fact of Borrower so to do.
- 6.3. Successors and Assigns. All of the terms and conditions of this Assignment are hereby made binding upon the executors, heirs, administrators,

successors and permitted assigns of both Lender and Borrower, including any trustee or debtor-in-possession appointed in any proceeding under Title 11, United States Code.

6.4. Notices. Any notice, request, demand, statement or consent made hereunder shall be in writing signed by the party giving such notice, request, demand, statement or consent, and shall be deemed to have been properly given when either delivered personally, delivered to a reputable overnight delivery service providing a receipt or deposited in the United States Mail, postage prepaid and registered or certified return receipt requested, at the address set forth below, or at such other address within the continental United States of America as may have theretofore been designated in writing or when transmitted via facsimila to the appropriate number below provided that a hard copy is delivered to the appropriate address within seven (7) days. The effective date of any notice given as aforesaid shall be the date of personal service, one (1) business day after delivery to such overnight delivery service, or three (3) business days after being deposited in the United States Mail, whichever is applicable, or the date that the fax transmission is actually received. For purposes hereof, the addresses are as follows:

Borrower:

55 East Monroe Building L.L.C.

c/o CC Industries, Inc. 222 North LaSalle Street

Suite 1000

Chicago, IL 60601 Attn: Charles Goodman

Telephone: (312)

Telecopier: (312) 236-7593

With a courtesy copy to:

Gould & Ratner

222 North LaSalle Street

Suite 800

Chicago, IL 60601

Attn: Stephen P. Sandler, Esq. Telephone: (312) 236-3003

Telecopier: (312) 236-3241

Lender:

Connecticut General Life Insurance Company

c/o CIGNA Investments, Inc. 900 Cottage Grove Road Hartford, CT 06152-2319

Attn: Investment Services, S-319

Telephone: (203) 726-4686 Telecopier: (203) 726-6328

with a copy to: CI

CIGNA Corporation Investment Law Department 900 Cottage Crove Road Hartford, CT 06152-2215

Attn: Real Estate Division, S-215A

Telephone: (203) 726-3512 Telecopier: (203) 726-8446

- 6.5. Governing Law. This Assignment shall be construed, and the rights and obligations of Lender and Borrower shall be determined, in accordance with the laws or the State of Illinois.
- 6.6. Captions. The captions of this Assignment are inserted only for the purpose of convenience, and in no way define, limit or prescribe the scope or extent of this Assignment or any part hereof.
- 6.7. Exhibits. All Exhibits referred to herein and attached hereto are hereby incorporated and made a parc of this Assignment.
- 6.8. No Oral Modifications: Amendments No oral amendment to this Assignment shall be binding on the parties hereto. Any modification of or amendment to this Assignment must be in writing signed by both parties.
- 6.9. Terms. Common nouns and pronouns shall be deened to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require.
- 6.10. <u>Invalidity</u>. If any provision of this Assignment shall be held invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Assignment.
- 6.11 Attorneys' Fees. Any reference to "attorney fees", "attorney's fees", or "attorneys' fees" in this document includes but is not limited to both the reasonable fees, charges and costs incurred by Lender through its retention of outside legal counsel and the reasonable allocable fees, costs

and charges for services rendered by Lender's in-house counsel. Any reference to "attorney fees", "attorney's fees", or "attorneys' fees" shall also include but not be limited to those attorneys or legal fees, costs and charges incurred by Lender in the collection of any Indebtedness, the enforcement of any obligations hereunder, the protection of the Real Property, the foreclosure of the Mortgage, the sale of the Real Property, the defense of actions arising hereunder and the collection, protection or setoff of any claim the Lander may have in a proceeding under Title 11, United States Code. Attorneys' fees provided for hereunder shall accrue whether or not Lender has provided notice of an Event of Default or of an intention to exercise its remedies for such Event of Default.

- 6.12 Waiver of Trial by Jury. Borrower hereby waives its right to a trial by jury as to any matter arising out of or concerning the subject matter of this Assignment.
- 6.13 Joint and Several Liability. If more than one person, corporation, partnership or other entity shall execute this Assignment, then each person and entity shall be fully liable for all obligations of Borrower hereunder, and such obligations shall be joint and several.
- 6.14 <u>Limitations on Liability</u>. This Assignment shall in all respects be subject to the limitations on liability set forth in Section 15 of the Note and Section 40 of the Mortgage.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

BORROWER:

55 EAST MONROE BUILDING L.L.C., a Delawaro limited liability company

Property of County Clerk's Office 2800 Lake Shore Drive Company, an Illinois limited partnership

STATE OF ILLINOIS) 88 COUNTY OF COOK

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Lester Crown, the general partner of J-C-G, an Illinois joint venture, as general partner of 2800 Lake Shore Drive Company, an Illinois limited partnership, who is a member of 55 East Monroe Building L.L.C., in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein sot forth.

dan.
Of County Clark's Office /64/ day of June, 1995. GIVEN under my land and Notarial seal this

My Commission Expires:

SEAL OFFICIAL GLENN GARFINKEL NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 10/14/98

EXHIBIT A

TO

ASSIGNMENT OF RENTS AND LEASES

Description of Real Property

EXHIBIT "A"

PARCEL 1:

LEASEHOLD ESTATE CREATED BY A CERTAIN INDENTURE OF LEASE MADE BY THE UNIVERSITY OF CHICAGO, A NOT FOR PROFIT CORPORATION OF ILLINOIS, AS TRUSTEE UNDER DEED IN TRUST DATED MAY 4, 1916 AND RECORDED JUNE 6, 1916 AS DOCUMENT NUMBER 5882434, CREATING THE ELT B. WILLIAMS AND HARRIET B. WILLIAMS MEMORIAL PUND AND THE UNIVERSITY OF CHICAGO, A NOT FOR PROFIT CORPORATION OF ILLINOIS, TO CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 4, 1966 AND KNOWN AS TRUST NUMBER 49367, DATED MAY 18, 1966 AND RECORDED MAY 23, 1966 AS DOCUMENT NUMBER 19834980, AND AMENDED BY AMENDMENT DATED JULY 15, 1968 AND AMENDMENT TO LEASE DATED TEBRUARY 6, 1973 AND RECORDED FEBRUARY 27, 1973 AS DOCUMENT NUMBER 22233163, ALT AMENDED BY AMENDMENT TO LEASE DATED NOVEMBER 29, 1977 AND RECORDED NOVEMBER 29, 1977 AND RECORDED JULY 28, 1978 AS DOCUMENT 24557609, DEMISING AND LEASING FOR A TEXA OF YEARS BEGINNING SEPTEMBER 1, 1968 AND ENDING AUGUST 31, 2067, THE FOLLOWING DESCRIBED PREMISES TO WIT:

PARCELS 1-"A" AND 1-"P".

PARCEL 1-"A":

LOTS 2 AND 3 IN BLOCK 4 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 1-"B":

THE NORTH 54 FEET OF LOT 6 IN BLOCK 4 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 FORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LEASEHOLD ESTATE CREATED BY THAT CERTAIN INDENTURE OF LEASE MADE BY THE BAPTIST THEOLOGICAL UNION LOCATED AT CHICAGO, AN ILLINOIS COPTORATION, TO CHICAGO TITLE AND TRUST COMPANY, AN ILLINOIS CORPORATION, AS TRUST IE UNDER TRUST AGREEMENT DATED MAY 4, 1966 AND KNOWN AS TRUST NUMBER 49367, DATLI MAY 18, 1966 AND RECORDED MAY 23, 1966 AS DOCUMENT NUMBER 19834981 AND AMENDED BY AMENDMENT DATED JULY 15, 1968 AND AMENDMENT TO LEASE DATED FEBRUARY 6, 1973 AND RECORDED FEBRUARY 27, 1973 AS DOCUMENT NUMBER 22233162 AND AMENDED BY AMENDMENT LATED NOVEMBER 29, 1977 AND RECORDED JULY 28, 1978 AS DOCUMENT 24557610 DEMISING ANT LEASING FOR A TERM OF YEARS BEGINNING SEPTEMBER 1, 1968 AND ENDING AUGUST 31, 2007, THE FOLLOWING DESCRIBED PREMISES:

THE LAND:

THE SOUTH 1/2 OF LOT 7 AND SUBLOTS 1, 2, 3, 4 AND 5 OF ASSESSOR'S DIVISION OF LOT 10 IN BLOCK 4 IN FRACTIONAL SECTION 15; ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LEASEHOLD ESTATE CREATED BY A CERTAIN INDENTURE OF LEASE AND ADDENDUM THERETO HADE BY HARRIS TRUST AND SAVINGS BANK, AN ILLINOIS CORPORATION, SUCCESSOR BY MERGER TO CHICAGO NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 2, 1950 AND KNOWN AS TRUST NUMBER 9484, TO CHICAGO

TITLE AND TRUST COMPANY, AN ILLINOIS CORPORATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 4, 1966 AND KNOWN AS TRUST NUMBER 49367, DATED MAY 1, 1969 AND RECORDED DECEMBER 30, 1969 AS DOCUMENT 21046254; AND A MEMORANDUM OF WHICH WAS RECORDED JUNE 6, 1969 AS DOCUMENT NUMBER 20863206; AND THE ADDENDUM TO LEASE HAVING BEEN RECORDED AS DOCUMENT NUMBER 20863207; AND THE ADDENDUM NUMBER 2 TO LEASE, HAVING BEEN RECORDED AS DOCUMENT NUMBER 21047587 AND THE ADDENDUM NUMBER 3 TO LEASE, HAVING BEEN RECORDED AS DOCUMENT NUMBER 22233164 DEMISING AND LEASING FOR A TERM OF YEARS BEGINNING MAY 1, 1969 AND ENDING AUGUST 31, 2067 THE FOLLOWING DESCRIBED PREMISES:

THE NORTH 1/2 OF LOT 7 AND THAT PART OF LOT 6 LYING SOUTH OF THE NORTH 54 FEET THEREOF, (EXCEPT THE EAST 9 FEET OF SAID LOTS) IN BLOCK 4 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIPIAN, IN COOK COUNTY, ILLINOIS.

This instrument was prepared by and after recording should be returned to:

Goldberg, Kohn, Bell, Black, Rosenbloom & Moritz, Ltd. Suite 3900 55 East Monroe Street Chicago, IL 60603 Attn: Nora-A. Naughton, Esq. Street address of subject property:

55 East Monroe Chicago, Illinois

Permanent Res' Estate Tax Index Number(2):

17-15-103-001-0007 17-15-103-002-0000 17-15-103-003-0000 17-15-103-009-8002

EXHIBIT B

TO

ASSIGNMENT OF RENTS AND LEASES

Schedule of Leases

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795	B,B 9,193	1,422	26,385	730	BAYKKTO () LEASTRABLE ON AREA
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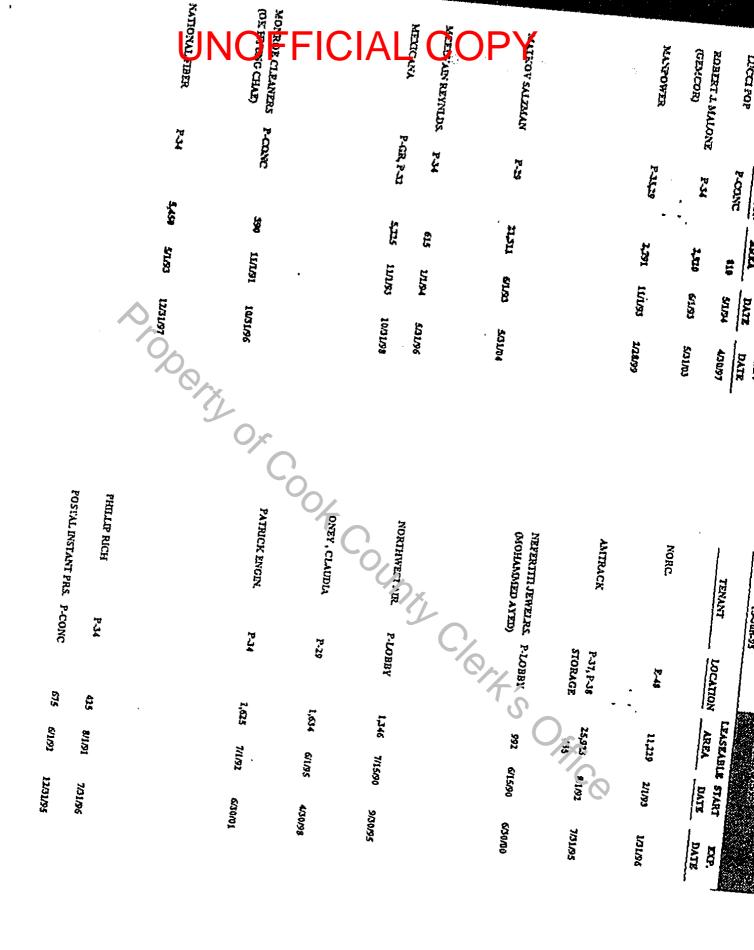
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33 E MUNROE STREET TENANT RENT ROLL 15-Jun-95

E-11-14,P-15 LOCATION LEASEABLE START AREA DATE STYG Ų.

SEYFARTH SHAW

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INOFFICIAL	COLF CANERA	Customs	. •	STONE MCGURE	STEINBERG, BURTKER		55 E. MONROE STREET TENANT RENT ROLL 15-Jun-95	
	Р-ДОВВУ	ROOF		P-JJ	LOCATION LOCATION	ı.	OLL ST	

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7/31/95 DATE EX?