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HYPOTHECATION AGREEMENT

Chicago, Illinois
July 19, 1997

To:

LaSalle National Bank 135 South LaSalle Street Chicago, Illinois DEFT-01 RECORDING

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\$4702 + SK #-97-503469

COOK COUNTY RECORDER

97503469

#### Gentlemen:

In consideration of your making, renewing or extending a loan or loans to Area Wide 63rd Murrays, Inc., an Illinois corporation, hereinafter referred to as the "Centor", for which the following property belonging to 63rd & Western Partnership has been tendered to you as collateral, to-wit:

Mortgage in the principal amount of \$1,160,000,00 from Area Wide 63rd Murrays. Inc. to LaSalle National Bank dated July 10, 1997 and recorded with the Cook County Recorder of Deeds as document number on the real property commonly known as

Property Address:

6333 South Western Avenue

Chicago, Illinois 60636

Legal Description:

Lots 17 to 21, both inclusive, in Block 16 in South Lynne, being Vail's

Subdivision of the North 1/2 of Section 19, Township 38 North, Range 14,

East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Numbers:

20-19-100-036-800) (affects part of Lots 17, 18 and 19)

20-19-100-037-8001 (affects part of Lot 20)

20-19-100-038-8001 (affects part of Lot 21) Vol. 427

Property of Cook County Clerk's Office

Said real property shall be collateral to secure you and that a security interest in said real property and the proceeds thereof exists and will continue to exist in your favor as security for any and all indebtedness, obligations or liabilities of every kind and nature of the Debtor to you, howsoever evidenced, whether now existing or hereafter arising, direct, indirect, absolute or contingent, or joint or several, and howsoever owned, held or acquired by you, whether through discount, overdraft, purchase, direct loan, endorsement, guaranty or in any other manner whatsoever, or any extension or renewal thereof, hereby consenting to the extension of renewal from time to time of any such indebtedness, obligations or liabilities and waiving any notice of the creation or existence of any such indebtedness, obligations, liabilities and of extension or renewal. The undersigned further agrees that said real property shall be subject to disposition in accordance with the terms and conditions of the Mortgage evidencing such indebtedness, obligations and liabilities, and/or the direction of the Debtor.

You shall be deemed to have exercised due and reasonable care in the custody and preservation of the collectal if you take such action for that purpose as I shall request in writing, but no omission on your part to take any action, whether or not requested by me, shall of itself be deemed a failure to exercise due and reasonable care.

Furthermore, I request that you give, or continue to give, said Debtor credit in the form of loans or renewals, or extensions as aforesaid, and in consideration of all or any such credit so granted by you, I agree that all or any property pleafed or hypothecated as aforesaid, shall be subject in your hands or those of your assigns, or pledgee or pledgees, to all powers which would apply thereto by contract or otherwise if said property in fact so pledged or hypothecated stood in the name of said Debtor himself and not in my name. The proceeds of all loans and of all collateral and of any surplus of any such collateral shall be accounted for and prod over to the Debtor aforesaid, and said collateral may be disposed of and/or paid over, to or upon the direction of said Debtor, and you shall have no responsibility for any action taken or omitted or direction of or authority from said Debtor.

This agreement shall be binding on my heirs, personal representatives and assigns and inure to the benefit of your successors and/or assigns.

63rd & Western Partnership

By: Western Group, L.L.C.

1. Steven Edelson, Member

Property or Coot County Clert's Office

John T. Bycraft Barnes & Thomburg	Kimberly K. Enders Spitzer, Addis, Sasman & Krull
Prepared by:	Return to:
My commission expires:	Return to:
My commission avilran	Notary Public State Hill Miffols My Commission Maritims 1 wh. 9, 1989
Witness my hand an	d official scal.
Subscribed, sworn to by 1. Steven Edelson, a men	o and acknowledged before me this 10th day of 3ctq
COUNTY OF COOK	)
STATE OF ILLINOIS	) ) SS:

John T. Bycraft Barnes & Thornburg 200 W. Madison, Suite 2610 Chicago, Illinois 60606

Kimberly K. Enders Spitzer, Addis, Sasman & Krull 100 West Monroe Street Chicago, Illinois 60603

CHDS91 JTB 20274

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