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DEPT-01 RECORDING \$51.00
 T#0012 TRAN 6483 08/28/97 14:57:00
 #1045 # CG *-97-635935
 COOK COUNTY RECORDER

D-1 76-74-160

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS, made and entered into as of _____, 1997, from American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreement dated December 2, 1985 and known as Trust No. 66149 ("Trustee") and 8901 Limited Partnership, an Illinois limited partnership ("Beneficiary") (hereafter Trustee and Beneficiary are collectively referred to as "Borrower"), to Peoples Security Life Insurance Company, a North Carolina corporation, whose address is c/o Providian Capital Management Real Estate Services, Inc., 400 W. Market Street, Louisville, Kentucky 40202 (hereafter referred to as "Lender");

51.00 RP

WITNESSETH, That:

FOR VALUE RECEIVED, Borrower does hereby absolutely, presently, and irrevocably assign, grant, transfer, and convey to Lender, its successors and assigns, all of Borrower's right, title, and interest in, to, and under all leases, tenant contracts, rental agreements, franchise agreements, management contracts, construction contracts and other contracts, licenses and permits, map approvals and conditional use permits, whether written or oral, now or hereafter affecting all or any part of the Property, as hereafter defined, and any agreement for the use or occupancy of all or any part of said Property which may have been made heretofore or which may be made hereafter, including any and all extensions, renewals, and modifications of the foregoing and guaranties of the performance or obligations of any tenants thereunder, and all other arrangements of any sort resulting in the

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This Instrument Prepared By and
 After Recording Return To:

Richard L. Wood
 Brown, Todd & Heyburn PLLC
 3200 Providian Center
 Louisville, Kentucky 40202-3363

Address:
 8901 Golf Road
 Des Plaines, Cook
 County, Illinois
 P.I. Nos.:
 09-15-201-008-0000
 09-15-201-010-0000

(Signature)

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payment of money to Borrower or in Borrower becoming entitled to the payment of money for the use of the Property or any part thereof whether such user or occupier is tenant, invitee, or licensee (all of the foregoing hereafter referred to collectively as the "Leases" and individually as a "Lease", and said tenants, invitees, and licensees are hereafter referred to collectively as "Tenants" and individually as "Tenant" as the context requires), which Leases cover portions of certain property (the "Property") located in Cook County, Illinois, more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the term "Premises", wherever used herein, shall mean the Property and all improvements now or hereafter situated thereon) together with all of Borrower's right, title, and interest in and to all income, rents, issues, royalties, profits, rights and benefits and all Tenants' security and other similar deposits derived with respect to the Leases and with respect to the Property, including, without limitation all base and minimum rents, percentage rents, additional rents, payments in lieu of rent, expense contributions, and other similar such payments (hereafter referred to as "Income"), it being the intention of the parties hereto to establish an absolute transfer and assignment of all of the Leases and the Income to Lender and not just to create a security interest.

TO HAVE AND TO HOLD unto Lender, its successors and assigns forever, subject to and upon the terms and conditions hereafter set forth. This Assignment is made in connection with the execution of the Loan Documents (as hereinafter defined).

ARTICLE I

REPRESENTATIONS, WARRANTIES, AND COVENANTS

1.01 Representations and Warranties of Borrower. Borrower hereby represents, warrants, and agrees as follows:

(a) Borrower is the sole holder of the landlord's interest under the Leases, is entitled to receive the Income from the Leases and from the Property, and has the full right to sell, assign, transfer, and set over the same and to grant to and confer upon Lender the rights, interests, powers, and authorities herein granted and conferred;

(b) Borrower has made no pledge or assignment of the Leases or Income prior to the date hereof that remains in effect and Borrower shall not, after the date hereof, make or permit any such pledge or assignment;

(c) Borrower has neither done any act nor failed to do any act which might prevent Lender from, or limit Lender in, acting under any of the provisions of this Assignment;

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(d) The Leases are valid, enforceable, and in full force and effect, and Borrower has delivered to Lender true, complete, and correct copies of all Leases with respect to the Property or any part thereof;

(e) All Leases provide for rental to be paid monthly, in advance, and Borrower has not accepted, and shall not, after the date hereof, accept or permit payment of rental or other Income under any of the Leases for more than one (1) month in advance of the due date thereof;

(f) No security deposit has been made by any Tenant under any Lease except as set forth in such Lease;

(g) To the best of Borrower's knowledge, there exists no default or event of default or any state of facts which would or could, with the passage of time or the giving of notice, or both, constitute a default or event of default on the part of Borrower or by any Tenant under the terms of any of the Leases;

(h) Neither the execution and delivery of this Assignment or any of the Leases, nor the performance of each and every covenant of Borrower under this Assignment and the Leases, nor the satisfaction of each and every condition contained in this Assignment, conflicts with, or constitutes a breach or default under, any agreement, indenture, or other instrument to which Borrower is a party or is subject, or any law, ordinance, administrative regulation, or court decree which is applicable to Borrower; and

(i) No action has been brought or, to the best of Borrower's knowledge, is threatened, which would interfere in any way with the right of Borrower to execute this Assignment and perform all of Borrower's obligations contained in this Assignment and in the Leases.

1.02 Covenants of Borrower. Borrower hereby covenants and agrees as follows:

(a) Borrower shall (i) fulfill, perform, and observe each and every condition and covenant of landlord or lessor contained in each of the Leases; (ii) give prompt notice to Lender of any claim of default under any of the Leases, whether given by a Tenant to Borrower, or given by Borrower to a Tenant, together with a complete copy of any such notice; (iii) at no cost or expense to Lender, enforce the performance and observance of each and every covenant and condition of the Leases to be performed or observed by the Tenants thereunder; (iv) if so requested by Lender, diligently and in good faith, enforce the Leases and all remedies available to Borrower against the Tenants in the event of default under any Lease by

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any Tenant; and (v) if so requested by Lender, appear in and defend any action arising out of or in any manner connected with, any of the Leases, or the obligations or liabilities of Borrower as the landlord thereunder, or of the Tenant or any guarantors thereunder;

(b) Subject to the provisions of subparagraph (i) below, Borrower shall not, without the prior written consent of Lender, (i) enter into any lease of all or any part of the Property, (ii) modify, amend, or alter, or agree to the modification, amendment, or alteration of any of the Leases; (iii) terminate the term, accept the surrender of, or otherwise cancel any of the Leases; (iv) waive or release any Tenant from the performance or observance by such Tenant of any obligation or condition of any of the Leases; (v) permit the prepayment of any rents under any of the Leases or other Income for more than one (1) month prior to the due date thereat (vi) discount any future accruing rents under the Leases or other Income; (vii) give any consent to any assignment or sublease by any Tenant under any of the Leases; (viii) grant any rental concessions in connection with any of the Leases; or (ix) assign its interest in, to, or under the Leases or the Income to any person or entity other than Lender;

(c) Borrower shall provide Lender with a certified copy of each Lease, amendment, modification or alteration thereto;

(d) Borrower shall take no action that will cause or permit the estate of any Tenant under any of the Leases to merge with the interests of Borrower in the Property or any portion thereof;

(e) Borrower shall protect, indemnify, and hold Lender harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses (including, without limitation, attorneys' fees and court costs) imposed upon or incurred by Lender by reason of this Assignment or in exercising, performing, enforcing, or protecting its rights, title, or interests set forth herein, and any claim or demand whatsoever which may be asserted against Lender by reason of any alleged obligation or undertaking to be performed or discharged by Lender under this Assignment;

(f) Borrower shall not do, or fail to do, any act if such action or failure would constitute a violation of any of the Leases, or commit any act or omission that may create in any Tenant a right to cease or reduce payment of rent or terminate its Lease or otherwise affect or impair the benefits of this Assignment;

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(g) Borrower shall authorize and direct, and does hereby authorize and direct, each and every present and future Tenant of the whole or any part of the Property to pay all rental to Lender upon receipt of written demand from Lender so to do;

(h) Borrower shall require that each Tenant under its Lease shall execute an estoppel certificate with Lender, in form and content acceptable to Lender; and

(i) Notwithstanding the foregoing provisions of subparagraph 1.02(b) above, Borrower shall have the right to modify, amend, terminate, consent to subleases and assignments, and otherwise deal with all leases of office space in the Property without the consent of Lender provided that (A) this subparagraph (i) shall not be applicable to the lease to LGH-Golf ASTC Joint Venture of the first floor of the building; (B) this subparagraph (i) shall not be applicable to the guaranty of any lease; (C) no such modification shall be made without Lender's consent, if the effect of such modification will be to reduce the gross rents from the Property to an amount less than \$1,147,572; and (D) Borrower is not in default under the Loan Documents beyond any applicable grace period.

1.03 Right to Collect Rents, Termination, and Tenant Subordinations.

(a) Although this Assignment constitutes an absolute, present and current assignment of all Income, so long as no default or event of default as defined in Paragraph 2.01 below, on the part of Borrower, shall have occurred, Lender shall not demand that such Income be paid directly to Lender, and Borrower shall have a license to collect, but not more than one (1) month prior to the due date thereof all such Income from the Property (including, without limitation, all rental payments under the Leases).

(b) Borrower acknowledges that this Assignment is an absolute transfer and assignment of all Leases and the Income to Lender. Upon termination, as determined by Lender, of Borrower's obligations to Lender with respect to the Property as set out in the Loan Documents, Lender shall relinquish its rights to the Leases and Income and return said rights granted by this Assignment to Borrower. A recording of a valid release of the Mortgage shall automatically constitute a release and termination of this Assignment without further action on the part of Lender. Borrower hereby indemnifies and agrees to hold each Tenant free and harmless from and against all liability, loss, cost, damage or expense suffered or incurred by Tenant by reason of its compliance with any demand for payment of Income by Lender contemplated by this Agreement

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made while Borrower is the owner of the Property and which would otherwise be payable to Borrower.

1.04 Certain Definitions. As used herein, the following terms have the meanings set forth opposite each such term:

"Commitment" shall mean the Mortgage Loan Application/Commitment between Borrower and Providian Capital Management Real Estate Services, Inc. dated May 29, 1997, as amended.

"Indebtedness" shall have the same meaning herein as set forth in the Mortgage.

"Loan Documents" shall mean the Note, the Mortgage, this Assignment, the Commitment, and all other documents executed in connection with the Indebtedness.

"Mortgage" shall mean that certain mortgage, deed of trust, or other security instrument of even date herewith executed by Borrower encumbering the Property and securing the Note, and all renewals, extensions, modifications and rearrangements thereof.

"Note" shall mean the promissory note(s) of even date herewith in the aggregate original principal sum of \$4,000,000 executed by Borrower payable to Lender, and all renewals, extensions, modifications and rearrangements thereof.

ARTICLE II

DEFAULT

2.01 Events of Default. The term "default" or "event of default," wherever used in this Assignment, shall mean any one or more of the following events:

(a) The occurrence of any default or event of default under any of the Loan Documents that is not cured within any applicable cure period;

(b) The failure by Borrower duly and fully to comply with any covenant, condition, or agreement of this Assignment within thirty (30) days after written notice of such failure; provided, however, if such failure cannot be cured within such thirty (30) day period, the failure by Borrower to commence the curing thereof within such thirty (30) day period and diligently to prosecute such curing to completion within a reasonable time thereafter; or

(c) The breach of any representation, warranty, agreement, or covenant by Borrower contained in this Assignment.

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2.02 Remedies. Upon the occurrence of any default or event of default, whether before or after the Note is declared to be due and payable or whether before or after the exercise by Lender of any default remedies contained in any of the Loan Documents, Lender may, at its option, with or without notice or demand of any kind, exercise any or all of the following remedies:

(a) Declare any part or all of the indebtedness secured by the Loan Documents to be due and payable, whereupon the same shall become immediately due and payable;

(b) As Borrower's attorney-in-fact, coupled with an interest, Lender being hereby so irrevocably designated, (i) collect, receive, sue for, attach, levy, endorse checks or drafts evidencing the payment of Income, and apply the Income without taking possession of the Property, (ii) if Lender so elects, control, operate, and manage, at the expense of Borrower, the Property and exercise and perform all rights and obligations of Borrower under the Leases (including the curing of any or all defaults under the Leases) or such part of the foregoing Property or Leases as Lender shall elect, and (iii) exercise, enforce, perform, and protect all other right, title, and interest which is granted by Borrower herein or granted in any one or more of the other Loan Documents. More specifically, but without limiting in any way the immediately preceding sentence, Lender shall be entitled in the event of such a default to collect, receive, sue for, attach, levy, and apply all Income as herein authorized and may (A) use such measures as Lender may deem necessary or desirable to enforce the payment of such Income, or, in the event option (ii) above is elected, to secure possession of all or any part of the Property or Leases, (B) institute, conduct, or defend any legal action in connection with said Loan Documents, Property, or Leases, as Lender may deem necessary or desirable, (C) from time to time, make any or all repairs, replacements, and alterations to the Property as Lender may deem necessary or desirable, (D) insure and reinsure the Property on such terms as Lender shall deem necessary or desirable, (E) lease the Property or any part or parts thereof in such parcels and for such periods and on such terms as Lender deems desirable, including Leases for terms expiring after the maturity of the indebtedness secured by the Loan Documents, (F) cancel or modify any Lease with or without cause, and/or (G) take whatever measures Lender from time to time deems necessary or desirable to exercise, enforce, perform, or protect Lender's right, title, or interest in any or all of the Loan Documents;

(c) Apply the Income collected pursuant to Paragraph (b) above in whatever order of priority Lender, in its sole discretion may elect, against (i) all costs and expenses (including, without limitation, attorneys' fees) incurred in connection with the operation of the Property, the performance

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of Borrower's obligations under the Leases, and collection of the Income thereunder, including, without limitation, all expenses for maintenance, repairs, replacements, alterations, special assessments, taxes, and insurance, (ii) all of the costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in the collection of any or all of the indebtedness secured by the Loan Documents, including, without limitation, all costs, expenses, and attorneys' fees incurred in seeking to realize on or to protect or preserve Lender's interest in any other collateral securing any or all of the indebtedness secured by the Loan Documents, (iii) all other expenses pertaining to any part or all of the Property or the Leases, (iv) any or all accrued but unpaid interest on the indebtedness secured by the Loan Documents; and (v) any or all unpaid principal of the indebtedness secured by the Loan Documents.

2.03 Right to Exercise Remedies. Lender shall have full right to exercise any or all of the foregoing remedies without regard to the adequacy of security for any or all of the indebtedness secured by the Loan Documents, without regard to other security, without releasing Borrower from any obligation, and with or without the commencement of any legal or equitable action or the appointment of any receiver or trustee, and shall have full right to enter upon, take possession to use, and operate, all or any portion of the Property which Lender in its sole discretion deems desirable, to effectuate any or all of the foregoing remedies, and shall be entitled to exercise, enforce, perform, and protect all of the aforesaid rights, titles, and interests available to Lender hereunder, as well as all other rights, titles, and interests available at law or in equity in and to the control, operation, and management of the Property and Leases. Lender shall not be held responsible for the failure to exercise diligence in taking any action permitted hereunder.

2.04 Expenses and Liabilities of Lender. At the expense of Borrower, Lender is hereby given the authority to employ agents, attorneys, and others in exercising, enforcing, performing, or protecting Lender's rights, title, or interests herein. To the extent that the Income is insufficient, Borrower agrees to reimburse Lender for all monies advanced by Lender in so exercising, enforcing, performing, or protecting Lender's rights, titles, or interests herein, together with interest from day to day on all such advances by Lender, at a rate equal to the default interest rate specified in the Note (said interest rate being hereby incorporated herein by this reference). In the event Lender incurs any liability, loss, cost, or damage by reason of this Assignment, or in the defense of any claim or demand arising out of or in connection with this Assignment, the amount of such liability, loss, cost, or damage (including, without limitation, fees in connection with any appeal) shall be added to the indebtedness secured by the Loan Documents, and shall bear interest

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at the default interest rate specified in the Note from the date incurred until paid, and shall be payable on demand.

ARTICLE III

GENERAL PROVISIONS

3.01 No Waiver. The failure of Lender at any time to avail itself of any of the rights or remedies provided herein or in any of the other Loan Documents shall not be construed to be a waiver of any of such rights or remedies, but Lender shall have full power and authority to exercise, enforce, perform, or protect such rights and remedies at any time or times that it deems fit, subject to the other terms and conditions hereof. To be effective, any waiver of any of the terms, covenants, or conditions hereof must be in writing and shall be valid only to the extent clearly set forth in such writing. This Assignment shall constitute a prior and continuing first lien on all Income. No exercise, enforcement, performance, or protective action taken with respect to any of the rights, titles, and interests assigned or granted herein shall be construed as a cure of any default in any of the Loan Documents.

3.02 Remedies Cumulative. By accepting this Assignment, the Lender shall in no manner be prejudiced in its right to exercise, enforce, perform, or protect any one or more rights, titles, or interests available to it in any of the Loan Documents or at law or in equity, including, without limitation, its rights to foreclose the lien of the Mortgage or any other right, title, or interest granted to it by the terms of any of the Loan Documents or granted pursuant to applicable law or equity, it being intended that all of such rights, titles, and interests are cumulative and may be exercised, enforced, performed, or protected concurrently with or independently of any one or more of such rights, titles, or interests to the extent deemed advisable by Lender in the exercise of its sole discretion from time to time. It is intended that this clause shall be broadly construed so that all remedies herein provided or otherwise available to Lender shall continue and be each and all available to Lender until the indebtedness evidenced or secured by the Loan Documents shall have been paid in full.

3.03 Conflict. In the event of any conflict between the respective assignments of rents and leases contained in the Mortgage and this Assignment, this Assignment shall prevail. Except with respect to any such conflict, both of said assignments of rents and leases shall be enforceable collectively or separately as Lender shall elect from time to time.

3.04 No Mortgagee in Possession. In no event do the parties hereto intend that Lender will be, nor shall Lender be, a mortgagee in possession by acceptance of this Assignment or exercise of rights and remedies hereunder.

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3.05 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon Borrower and Lender and their respective heirs, executors, legal representatives, successors and assigns subject to the limitations on the transfer of the Property contained in Paragraph 1.11 of the Mortgage. Whenever a reference is made in this Assignment to "Borrower" or "Lender", such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of Borrower or Lender.

3.06 Terminology. All personal pronouns used in this Assignment, whether used in the masculine, feminine, or neuter gender, shall include all other genders, and the singular shall include the plural, and vice versa. Titles of articles are for convenience only and neither limit nor amplify the provisions of this Assignment.

3.07 Severability. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

3.08 Applicable Law. This Assignment shall be interpreted, construed, and enforced according to the laws of the state in which the Property is situated.

3.09 No Third Party Beneficiaries. This Assignment is made solely for the benefit of Lender and its assigns. No Tenant, nor any other person, shall have standing to bring any action against Lender as the result of this Assignment, or to assume that Lender will exercise any remedies provided herein, and no person other than Lender shall under any circumstances be deemed to be a beneficiary of any provision of this Assignment. Neither this Assignment nor any action or inaction on the part of Lender shall constitute an assumption on the part of Lender of any obligation or liability under any of the Leases.

3.10 No Oral Modifications. Neither this Assignment, nor any provisions hereof, may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

3.11 Cross-Default. An event of default by Borrower under this Assignment shall constitute an event of default under all other Loan Documents.

3.12 Counterparts. This Assignment may be executed in any number of counterparts all of which taken together shall constitute

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one and the same instrument, and any of the parties or signatories hereto may execute this Assignment by signing any such counterpart.

3.13 Further Assurances. At any time and from time to time, upon request by Lender, Borrower 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, deeds to secure debt mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents 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 Income from the Property. Upon any failure by Borrower so to do, Lender may make, execute, record, file, re-record and/or refile any and all such assignments, deeds to secure debt, mortgages, deeds of trust security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents for and in the name of Borrower 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 cases and the Income from the Property, and Borrower hereby irrevocably appoints Lender the agent and attorney-in-fact of Borrower to do so.

3.14 Notices. All notices hereunder shall be given in accordance with Paragraph 3.04 of the Mortgage, which Paragraph is hereby incorporated herein by this reference.

3.15 Modifications, etc. Borrower acknowledges that this Assignment is absolute and agrees that no modification or surrender of any security arrangements, security interests, or collateral pledges shall affect the validity of this Assignment. Borrower hereby consents and agrees that Lender may at any time, and from time to time, without notice to or further consent from Borrower, either with or without consideration, surrender any property or other security of any kind or nature whatsoever held by it or by any person, firm, or corporation on its behalf or for its account securing the indebtedness secured by the Loan Documents; substitute for any collateral so held by it, other collateral of like kind, or of any kind; extend or renew the Note or any of the Loan Documents for any period; grant releases, compromises, and indulgences with respect to the Note or the Loan Documents to any persons or entities now or hereafter liable thereunder or hereunder; release any guarantor or endorser of the Note or any other of the Loan Documents; or take or fail to take any action of any type

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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 evidenced and secured by the Loan Documents 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 deemed to include any such renewals, amendments, extensions, consolidations, or modifications thereof.

3.16 Execution by Trustee. This instrument is executed by Trustee, not personally but as trustee under the Trust, in the exercise of the power and authority conferred upon and vested in it as such trustee (and Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing contained herein or in the Note or in any other Loan Document shall be construed as creating any liability on the part of Trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by Lender, and by every person now or hereafter claiming any right or security hereunder; and that so far as Lender and Trustee personally are concerned, Lender shall look solely to the Property for the payment of the Indebtedness or to the enforcement of the lien created in the manner herein and in the Note provided.

ARTICLE IV

EXCULPATORY PROVISION

4.01 Exculpatory Provision. Except as hereafter provided, and subject to the provisions of any guaranties of the Note, Lender agrees that (i) Beneficiary shall be liable upon the Indebtedness to the full extent (but only to the extent) of the security for the payment of the Note, the same being all properties, rights, and estates described in the Loan Documents, (ii) if default occurs in the timely and proper payment of all or any part of such Indebtedness, any judicial proceedings brought by Lender against Beneficiary shall be limited to the preservation, enforcement and foreclosure, or any thereof of the liens, security titles, estates, assignment, rights and security interests now or at any time hereafter securing the payment of the Note, and no attachment execution or other writ of process shall be sought, issued or levied upon any assets, properties or funds of Beneficiary other than the properties, rights, estates and interests described in the Loan Documents, and (iii) in the event of a foreclosure of such liens, security titles, estates, assignments, rights and security interests securing the payment of the Note, no judgment for any deficiency upon such Indebtedness, shall be sought or obtained by

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Lender against Beneficiary; PROVIDED, HOWEVER, that, notwithstanding the foregoing provisions of this Paragraph, Beneficiary shall be fully and personally liable at all times (a) for any costs, expenses or liability, including attorneys fees, incurred by Lender arising from any order, consent decree, or settlement relating to the clean-up of toxic or Hazardous Materials or waste products (as defined in the Mortgage) that are introduced to the Property at any time prior to the date on which Lender (or any assignor of Lender or purchaser at a foreclosure sale) takes title to and possession of the Property, (b) for repayment of the entire unpaid balance of the Indebtedness in the event of fraud or material misrepresentations, (c) the entire amount of rent due under any tenant lease that is terminated by Beneficiary without Lender's consent (except as otherwise permitted herein), and (d) for the misapplication of (i) proceeds paid to Beneficiary under any insurance policies by reason of damage, loss or destruction to any portion of the Property, to the full extent of such proceeds, (ii) proceeds or awards paid to Beneficiary resulting from the condemnation or other taking in lieu of condemnation of any portion of the Property, to the full extent of such proceeds or awards, or (iii) from and after default, income, rents, issues, profits and revenues arising or issuing from or out of the Property or any portion thereof and which are not applied to debt service payments on the Note or to ordinary and customary operating expenses of the Property. Nothing contained in this Paragraph shall (i) be deemed to be a release or impairment of the Indebtedness or the lien of the Loan Documents upon the Property, (ii) preclude Lender from foreclosing the Loan Documents in case of any default or from enforcing any of the other rights of Lender except as expressly stated in this Paragraph, or (iii) preclude Lender from enforcing its rights under any guaranties of the indebtedness evidenced by the Note, pursuant to the terms of such guaranties.

IN WITNESS WHEREOF Borrower has executed this Assignment under seal, as of the day and year first above written.


BORROWER:

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, not
personally, but as Trustee
aforesaid

By 

Its: UP

8901 LIMITED PARTNERSHIP, an
Illinois limited partnership

By 
Noel S. Browdy, general
partner

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STATE OF ILLINOIS)
COUNTY OF COOK) SS.

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that J. MICHAEL WHELAN, VICE PRESIDENT and _____, Assistant Secretary of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO (the "Trustee"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ and Assistant Secretary, appeared before me this day in person and each acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of the Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of AUG 21 1997, 1997.



Notary Public

My Commission Expires:



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Exhibit A

The East 1/4 of the North 1/4 of the West 1/2 of the East 1/2 of the Northeast 1/4 of Section 15, Township 41 North, Range 12 East of the Third Principal Meridian (except that part dedicated for public highway), in Cook County, Illinois.

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