

ASSUMPTION OF AND
AMENDMENT TO LOAN DOCUMENTS

Re: Park Ridge Pointe

This Assumption of and Amendment to Loan Documents ("Amendment") is entered into effective as of the 9th day of July, 1997, by and among Park Ridge Pointe, L.L.C., an Illinois limited liability company ("Beneficiary"), Cole Taylor Bank, as Trustee under Trust Agreement dated July 8, 1997 and known as Trust No. 97-9763 ("Cole Taylor Trust"; Beneficiary and Cole Taylor Trust are herein referred to collectively as "New Borrower") and Colin A. Regan and Philip I. Marpa (collectively, "Guarantors"), and Cole Taylor Bank, an Illinois state bank ("Lender").

RECITALS:

LaSalle National Trust, N.A. as Trustee under Trust Agreement dated October 3, 1988 and known as Trust No. 113818 ("LaSalle Trust"), Beneficiary (Beneficiary and LaSalle Trust are herein referred to collectively as "Existing Borrower"), Guarantors, and Lender entered into a certain Loan Agreement dated June 12, 1996 ("Loan Agreement"), pursuant to which Lender agreed to loan to Existing Borrower an amount not to exceed Twenty-Six Million One Thousand Six Hundred and No/100 Dollars (\$26,001,600.00) in aggregate disbursements or Sixteen Million Five Hundred Thousand and No/100 Dollars (\$16,500,000.00) at any one time ("Loan") to acquire and develop certain real estate located at the southeast corner of Interstate 294 and Dempster Avenue in Park Ridge, Illinois, and legally described in Exhibit A thereto ("Land").

The Loan is evidenced by the following Notes, each dated June 12, 1996 (collectively, the "Notes"), made by Existing Borrower and payable to the order of Lender:

- (a) Non-Revolver Note in the amount of \$16,226,600.00;
- (b) Condominium Revolver Note in the amount of \$3,500,000.00 outstanding at any one time;
- (c) Townhome Revolver Note in the amount of \$4,000,000.00 outstanding at any one time; and
- (d) Credits Note in the amount not to exceed \$4,275,000.00

The Notes are secured, among other things, by the following documents, each dated June 12, 1996 (collectively, together with the Notes, referred to as the "Loan Documents"): 11150

*after recordation mail to
Barry A. Peltier
230 W. Monroe
Chicago, IL 60606*



11150
OK 1150 12

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(a) Mortgage and Security Agreement (the "Mortgage") made by Existing Borrower to Lender and recorded in Cook County, Illinois on June 19, 1996, as Document No. 96-470288 covering the Land;

(b) Security Agreement made by Existing Borrower, as Debtor, to Lender, as Secured Party ("Security Agreement");

(c) UCC-1 and UCC-2 Financing Statements, made by Existing Borrower, as Debtor, to Lender, as Secured Party (collectively, the "UCCs"); and

(d) Assignment of Rents and Leases (the "Assignment") made by Existing Borrower to Lender and recorded in Cook County, Illinois on June 19, 1996, as Document No. 96-470289.

Pursuant to the Guaranty made by Guarantors dated June 12, 1996 ("Guaranty"), in favor of Lender, Guarantors guaranteed (i) the payment of the amounts provided for in the Notes, the Loan Agreement, the Mortgage and the other Loan Documents, and (ii) the performance of the covenants to be performed and observed under the Notes, the Loan Agreement, the Mortgage and the other Loan Documents.

Pursuant to that certain Environmental Indemnity Agreement dated June 12, 1996 ("Environmental Indemnity"), Beneficiary and Guarantors agreed, among other things, to indemnify Lender from and against any loss or damage arising as the result of the existence of any Hazardous Materials (as such terms defined in the Environmental Indemnity) on the Land.

The Guaranty and the Environmental Indemnity shall each, where applicable, be included within the definition of "Loan Documents" herein.

Beneficiary is the sole beneficiary of LaSalle Trust.

Beneficiary is the sole beneficiary of Cole Taylor Trust.

Pursuant to Trustee's Deed dated July 9, 1997 and recorded August 14, 1997 as Document No. 97576666, a copy of which is attached hereto as **Exhibit A** ("Trustee's Deed"), Existing Borrower transferred and conveyed (the "Transfer") that portion of the Land described on **Exhibit B** attached hereto to Cole Taylor Trust

New Borrower desires to assume (the "Assumption") each and every obligation and liability of Existing Borrower under the Notes and the Loan Documents.

New Borrower requests that Lender consent to (i) the Transfer, (ii) the Assumption, and (iii) certain related matters, as described herein ("Other Matters").

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Lender requires in connection with its agreement to the foregoing that the Loan Documents be amended on the terms and upon the conditions contained in this Amendment to reflect the Transfer, Assumption and the Other Matters, and that the limitation on amounts outstanding at any one time under the Loan be reduced from \$16,500,000.00 to \$15,500,000.00.

Accordingly, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Beneficiary, Cole Taylor Trust, Guarantors, and Lender hereby agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated herein and made a part hereof. Except as otherwise expressly indicated, all capitalized terms used herein or in any of the Recitals shall have the same meanings as ascribed to them in the Loan Agreement.

2. Confirmation. New Borrower hereby confirms and certifies to Lender that each representation and warranty contained in the Loan Agreement, as amended hereby, is true, complete and correct in all respects as of the effective date hereof.

3. Assumption. New Borrower hereby unconditionally and absolutely agrees to and assumes each and every one of the obligations and liabilities of Existing Borrower under the Loan Documents on the same basis as if New Borrower had executed such documents on their face when originally delivered to Lender by Existing Borrower. Notwithstanding the foregoing, Existing Borrower shall remain fully and primarily liable under the Loan Documents, and nothing contained herein shall be deemed and/or construed as a release by Lender of any obligations and/or liabilities of Existing Borrower thereunder.

4. Consent. Lender hereby consents to the Transfer, Assumption and the Other Matters, and shall execute and deliver such documents and instruments as may be reasonably required to evidence such consent and agreement.

5. Amendment of Loan Agreement. The Loan Agreement is hereby amended as follows:

(a) "Borrower" is hereby amended to be "New Borrower".

(b) the limitation on amounts outstanding at any one time under the Loan as described in paragraph 2 of the Loan Agreement is hereby reduced (the "Reduction") from \$16,500,000.00 to \$15,500,000.00.

(c) the amendments and transfers contemplated under the Transfer, Assumption and the Other Matters shall not constitute Events of Default.

6. Amendment of Mortgage and Assignment of Rents and Leases. The Mortgage and Assignment are each hereby amended to reflect the Reduction and the Assumption of the Loan and the obligations and liabilities under the Mortgage and Assignment by New Borrower.

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Existing Borrower, New Borrower, and Guarantors each agree that Lender shall have the right to record this Amendment to reflect the subject matter of this Amendment.

7. Other Conforming Amendments. The Security Agreement, the Environmental Indemnity, Guaranty, and the other Loan Documents, all as amended by this Amendment, as the case may be ("Amended Loan Documents"), are hereby amended to reflect the Transfer, Assumption, Reduction and the Other Matters, and to reflect and secure the Assumption on the terms hereof. All requirements, conditions and obligations under any of the Loan Agreement, Notes, Mortgage, as amended, and other Loan Documents, as amended, shall apply, govern and control the Project and the repayment of the Loan as amended hereby.

8. Additional Requirements. The obligations of Lender to consent to the Transfer, Assumption, and the Other Matters shall be subject to New Borrower, Guarantors, and others having delivered, or having caused to be delivered, to Lender, the following items, all of which shall be in form and substance acceptable to Lender:

- (a) This Amendment, executed by all parties (other than Lender);
- (b) A Collateral Assignment of the Beneficial Interest in Cole Taylor Trust in the form of **Exhibit C** attached hereto ("Collateral ABI");
- (c) UCC-1 and UCC-2 Financing Statements executed by New Borrower;
- (d) An Endorsement to the Loan Policy issued by the Title Company insuring the Mortgage which (i) extends the effective date of the Loan Policy to the date of recording of this Amendment, (ii) reflects the change in Mortgagor to Cole Taylor Trust and insures title in the name of Cole Taylor Trust, and (iii) raises no additional exceptions or other matters to title which are objectionable to Lender;
- (e) All transfer documents and instruments evidencing and/or relating to the Transfer;
- (f) A certified copy of the Trust Agreement of Cole Taylor Trust; and
- (g) An opinion of counsel for New Borrower, and Guarantors, in form and substance acceptable to Lender, in its sole and absolute discretion.

9. Loan Expenses. In addition to the Loan Expenses described in the Loan Agreement, as amended, New Borrower hereby agrees to pay all expenses, charges, costs and fees hereby relating to the amendment of the Loan as amended hereby, including Lender's attorney's fees in connection with the negotiation and documentation of the agreements contained in this Amendment and other documents, all recording fees and charges, if any, title insurance charges and premiums, and all other expenses, charges, costs and fees referred to in or necessitated by the terms of this Amendment and other documents (collectively, the "Additional

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Loan Expenses"). In the event the Additional Loan Expenses are not paid to Lender within ten (10) days after the written demand therefor by Lender, the Additional Loan Expenses shall bear interest from the date so incurred until paid at the Default Rate or may be paid by Lender at any time following said ten (10) day written demand by disbursement of proceeds of the Loan, as amended by this Amendment.

10. Representations and Warranties. New Borrower and each Guarantor represent and warrant to Lender that: (i) each has full power and authority to execute and deliver this Amendment and other documents, where applicable, and to perform their respective obligations hereunder and thereunder; (ii) upon the execution and delivery of this Amendment and other Loan Documents, each as amended hereby, such documents shall be valid, binding and enforceable upon New Borrower and each Guarantor, as the case may be, in accordance with its terms; (iii) execution and delivery of the Amendment and other documents, as the case may be, does not and will not contravene, conflict with, violate or constitute a default under any agreement or any applicable law, rule, regulation, judgment, decree or order, or any agreement, indenture or instrument to which New Borrower is a party or by which New Borrower is bound or which is binding upon or applicable to the Land, or any portion thereof; (iv) no default or event or condition which would become a default with the giving of notice and/or the passage of time, exists under the Loan Documents, as amended by this Amendment; (v) there is not any condition, event, or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending, or to the best of their knowledge threatened, affecting New Borrower, Guarantors, or the Land, or which would prevent New Borrower or Guarantors from complying with or performing his or its respective obligations under the Loan Documents, as amended by this Amendment, within the time limits set forth therein for such compliance or performance, and the undersigned knows of no basis for any such matter.

11. Guarantor Consent, Ratification and Extension of Guaranty. Guarantors hereby consent to the execution and delivery of this Amendment, the Mortgage Amendment, and other Amendment Documents. Guarantors hereby ratify and confirm their liabilities and obligations under the Guaranty and with respect to the Loan Documents as amended by this Amendment and acknowledge that they have no defenses, claims, or set-offs to the enforcement by Lender of the liabilities and obligations under the Guaranty and/or the Environmental Indemnity, as the case may be, as of the date of the execution and delivery of this Amendment. Each Guarantor hereby fully, unconditionally, irrevocably, jointly and severally agrees to be bound by the terms of the Guaranty with respect to each and every one of the obligations and liabilities under the Loan, as amended hereby.

12. Miscellaneous.

(a) Except as expressly amended herein, the Loan Agreement, the Mortgage and the other Loan Documents shall remain in full force and effect in accordance with their respective terms.

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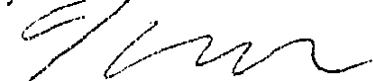
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(b) This Amendment shall be binding on the Guarantors, New Borrower and their respective heirs, legatees, administrators, personal representatives, successors and permitted assigns, and shall inure to the benefit of Lender, its successors and assigns.

This Amendment has been entered into as of the date first above written.

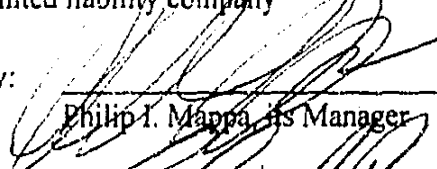
Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof
COLE TAYLOR TRUST:

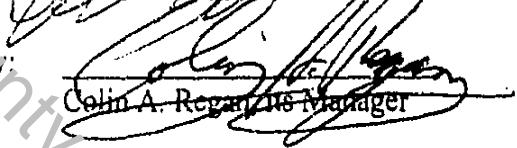
Cole Taylor Bank, as Trustee aforesaid

By: 
Its: Vice-President

BENEFICIARY:


Park Ridge Pointe L.D.C., an Illinois limited liability company

By: 
Philip I. Mappa, its Manager

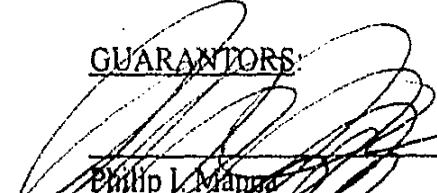
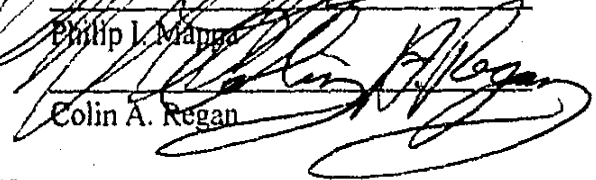
By: 
Colin A. Regan, its Manager

LENDER:

COLE TAYLOR BANK, an Illinois state bank

By: 
Its: Vice President

GUARANTORS:


Philip I. Mappa

Colin A. Regan

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GENERAL EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Land Trustee on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived or released.

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

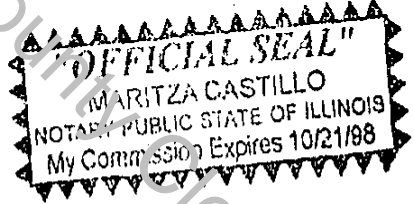
The undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, hereby certifies that on this 2nd day of September, 1997, personally appeared before me KENNETH E. PIKUT, the Vice-President of COLE TAYLOR BANK, NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 8, 1997 AND KNOWN AS TRUST NUMBER 97-9763, to me personally well known and known to be the persons who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that they signed and delivered the same in behalf of Cole Taylor Bank, not individually but solely as trustee, aforesaid, with authority, as their and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

[Handwritten Signature]

Notary Public

My commission expires: 10-21-98



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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, hereby certifies that on this 3rd day of September, 1997, personally appeared before me PHILIP I. MAPPA, a Manager of Park Ridge Pointe, L.L.C., to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the Manager of said limited liability company and that he signed and delivered the same on behalf of said limited liability company, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.



Barbara A. Selefski
Notary Public

My commission expires: 9/24/01

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BARBARA A. SELEFSKI

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, hereby certifies that on this 3rd day of September, 1997, personally appeared before me COLIN A. REGAN, a Manager of Park Ridge Pointe, L.L.C., to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the Manager of said limited liability company and that he signed and delivered the same on behalf of said limited liability company, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.



Barbara A. Seleski

Notary Public

My commission expires: 9/24/01

Seleski, Barbara A. County Clerk's Office

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, hereby certifies that on this 7th day of September, 1997, personally appeared before me John A. Kraso VP of COLE TAYLOR BANK, to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the VP of said corporation and that he signed and delivered the same on behalf of said corporation, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

Lisa A. Robish
Notary Public

My commission expires: 10-2-2000



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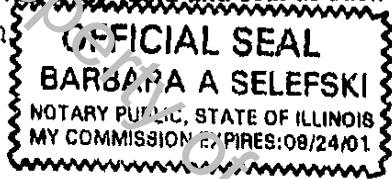
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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, hereby certifies that on this 3rd day of September, 1997, personally appeared before me PHILIP I. MAPPA, to me personally well known and known to be the person who signed the foregoing instrument, and who by me duly sworn did state that he signed and delivered the same as his free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.



Barbara A. Selefski
Notary Public

My commission expires: 9/24/01

COOK County Clerk's Office

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, hereby certifies that on this 30th day of September, 1997, personally appeared before me COLIN A. REGAN, to me personally well known and known to be the person who signed the foregoing instrument, and who by me duly sworn did state that he signed and delivered the same as his free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.



Barbara A Selefski
Notary Public

My commission expires: 9/24/01

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EXHIBIT A

Trustee's Deed

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Recorded 8/19/97 97576666 4420²

CHITLING

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Barry A. Pitler, Esq.
Pitler and Mandell
230 West Monroe St., Suite 2026
Chicago, Illinois 60606

TRUST TO TRUST

THE ABOVE SPACE FOR RECORDERS USE ONLY

76 1410 D2 245

This Indenture, made this 9th day of July A.D. 19 97 between LaSalle National Bank, Chicago, Illinois, as Trustee under the provisions of a Deed or Deeds in Trust, duly recorded and delivered to said Bank in pursuance of a trust agreement dated the 3rd day of October 19 88, and known as Trust Number 113818 (the "Trustee"), and Cole Taylor Bank, an Illinois Banking Corporation, as Trustee under Trust agreement dated 7/8/97 and known as Trust No. 97-7363 (the "Grantees") (Address of Grantee(s): 850 W. Jackson Blvd., Chicago IL 60607)

Witnesseth, that the Trustee, in consideration of the sum of Ten Dollars and no/100 (\$10.00) and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto the Grantee(s), the following described real estate, situated in Cook County, Illinois, to wit: Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 and Outlots A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF, GG, HH, II, JJ, KK, LL, MM, NN, and OO of Park Ridge Pointe being a Resubdivision of Park Ridge Office Campus as recorded January 27, 1993 as Document Number 93070777 being a Resubdivision of Part of the East Half of the Northeast Quarter of Section 21, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.



CITY OF PARK RIDGE
REAL ESTATE
TRANSFER STAMP
No. 12804

THIS CONVEYANCE IS MADE PURSUANT TO DIRECTION AND WITH AUTHORITY TO CONVEY DIRECTLY TO THE TRUST GRANTEE NAMED HEREIN. THE POWERS AND AUTHORITY CONFERRED UPON SAID TRUST GRANTEE ARE RECITED ON THE ATTACHED EXHIBIT "A" WHICH IS EXPRESSLY INCORPORATED HEREIN AND MADE A PART HEREOF

*successor trustee to LaSalle National Trust, N.A., successor trustee to LaSalle National Bank
Property Address: 1665 Northwest highway, Park Ridge IL
Permanent Index Number: 09-21-202-015; 09-21-202-016; 09-21-202-018; 09-21-202-019; 09-21-202-020
together with the tenements and appurtenances thereunto belonging. and 09-21-202-017

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Box No. _____

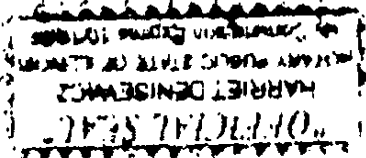
TRUSTEE'S DEED

Address of Property

LaSalle National Bank

2

Trustee To



LaSalle National Bank
135 South LaSalle Street
Chicago, Illinois 60603-4192

Notary Public
Harriet Denise Wenzel
AD. 19 97

Given under my hand and Notarial Seal this 17th day of August, AD. 19 97, Assistant Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Trustee did affix said corporate seal of said Trustee to said instrument as his own free and voluntary act, and as the free and voluntary act of said Trustee for the uses and purposes therein set forth.

Assistant Vice President of LaSalle National Bank, and Deborah Carbon
in the State aforesaid, Do Hereby Certify that Rosemary Collins
the undersigned _____ a Notary Public in and for said County,

State of Illinois }
County of Cook }
SS:

This instrument was prepared by: Deborah Carbon
LASALLE NATIONAL BANK
Real Estate Trust Department
135 South LaSalle Street
Chicago, Illinois 60603-4192

Assistant Secretary
*Successor Trustee to LaSalle National Trust, N.A., and successor trustee to LaSalle National Bank
By *Rosemary Collins*
as Trustee as aforesaid,
LaSalle National Bank *

Attest:
In Witness Whereof, the Trustee has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Assistant Vice President and attested by its Assistant Secretary, the day and year first above written.
This Deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the terms of said Deed or Deeds in Trust delivered to said Trustee in pursuance of the trust agreement above mentioned. This Deed is made subject to the lien of every Trust Deed or Mortgage (if any there be) of record in said county affecting the said real estate or any part thereof given to secure the payment of money and remaining unreleased at the date of the delivery hereof.

To Have And To Hold the same unto the Grantee(s) as aforesaid and to the proper use, benefit and behoof of the Grantee(s) forever.

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EXHIBIT "A"

To have and to hold the said premises with the appurtenances, upon the trusts and for uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey, either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, for so long, to dedicate, to mortgage, pledge or otherwise encumber, said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in futuro, and upon any terms and for any period or periods of time not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time, and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement is in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, and that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (c) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of us, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any life or interest, legal or equitable, in or to said real estate as such, or only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register a note in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such cases made and provided.

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EXHIBIT B

Legal Description

LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, AND 17 AND OUTLOTS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF, GG, HH, II, JJ, KK, LL, MM, NN, AND OO OF PARK RIDGE POINTE BEING A RESUBDIVISION OF PARK RIDGE OFFICE CAMPUS AS RECORDED JANUARY 27, 1993 AS DOCUMENT NUMBER 93070777 BEING A RESUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N. NOS.:	09-21-202-015
	09-21-202-016
	09-21-202-017
	09-21-202-018
	09-21-202-019
	09-21-202-020

COMMONLY KNOWN AS:	1665 NORTHWEST HIGHWAY
	PARK RIDGE, ILLINOIS

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EXHIBIT C

Collateral Assignment of Beneficial Interest

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