

Asset No.: 2 (600 North Lake Shore)
County: Cook
State: Illinois

This instrument was prepared
by Barry A. Comin, Esq. and
after recording should be
returned to:

Katten Muchin & Zavis
525 W. Monroe Street
Suite 1600
Chicago, Illinois 60661-3693
Attn: Barry A. Comin

H455-1129 AK

**ASSIGNMENT OF MORTGAGE/DEED OF TRUST AND
OTHER LOAN DOCUMENTS**

ASSIGNMENT OF MORTGAGE/DEED OF TRUST AND OTHER LOAN
DOCUMENTS, dated as of May 28, 1998, from The Chase Manhattan Bank, a New York
banking corporation, having an address at 380 Madison Avenue, New York, New York 10017
("Assignor"), to Harvest Opportunity Fund, L.L.C., a Delaware limited liability company,
having an address at c/o Chase Realty Asset Management, Inc., 380 Madison Avenue, New
York, New York 10017 ("Assignee").

Background

This Assignment of Mortgage/Deed of Trust and Other Loan Documents (this
"Assignment") is being executed and delivered pursuant to that certain Loan, Real Property and
Asset Purchase Agreement dated as of May 21, 1998 (the "Purchase Agreement"), by and
among Assignor and certain of its affiliates and Assignee. Any capitalized term used but not
defined herein shall have the meaning ascribed to it in the Purchase Agreement.

Lawyers Title Insurance Corporation

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Assignment

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Assignor does hereby sell, transfer, assign, deliver, set over and convey to Assignee the following:

(i) The mortgage/deed of trust and any amendments, modifications and supplements thereto, all as more specifically identified on Schedule A attached hereto (the "Mortgage"), which Mortgage encumbers the property more particularly described on Schedule B attached hereto, and secures that certain promissory note or notes evidencing the loan identified with the asset number set forth hereinabove on the Asset Schedule to the Purchase Agreement (the "Loan"); and

(ii) All other documents and instruments evidencing, securing or relating to the Loan, including, without limitation, those documents more specifically identified on Schedule A attached hereto, which have been recorded in the real property or chattel records of the jurisdiction in which the real property or personal property securing such Loan is located (collectively, the "Other Loan Documents").

TO HAVE AND TO HOLD the Mortgage and the Other Loan Documents, together with the rights and privileges thereunto in any wise belonging unto Assignee, its successors and assigns forever.

This Assignment is made without recourse and without any representation or warranty of any kind whatsoever, express or implied, or by operation of law, except to the extent that and only for so long as any representation or warranty specifically set forth in the Purchase Agreement survives the Closing. Assignee's remedies upon a breach of any such representation or warranty are limited solely to those remedies of Assignee expressly set forth in Article IX of the Purchase Agreement.


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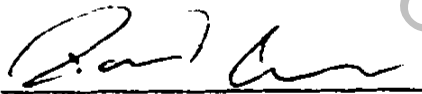
Assignor has caused this Assignment to be duly executed as of the date first written above.

WITNESSES:


THE CHASE MANHATTAN BANK, a
New York banking corporation


Name Michael Morici

By: 
Name: Hugh M. Balloch
Title: Managing Director


Name RAYMOND AMANQUAH

ATTEST:

By: 
Name: Charles P. Woehrlé, Jr.
Its: Vice President

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EXHIBIT A

DESCRIPTION OF DOCUMENT(S)

[See Attached]

Property of Cook County Clerk's Office

STATE OF NEW YORK)
)
) SS
COUNTY OF NEW YORK)

I, Agnes Edwards, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Hugh M. Balloch, personally known to me to be the Managing Director of The Chase Manhattan Bank, who resides at 11 Overbrook Lane, Darien, CT 06820, and Charles P. Woehrl, Jr., personally known to me to be the Vice President of said Bank, who resides at 740 Linwood Ave., Ridgewood, NJ 07450, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me and the witnesses whose names are so subscribed thereon this day in person and severally acknowledged that as such Managing Director and Vice President of said Bank, they signed and delivered the said instrument pursuant to authority given by said Bank as their free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of May, 1998.

Agnes Edwards
Notary Public

My Commission Expires:

Agnes Edwards
Notary Public, State of New York
Commission Expires Sept 29, 1999

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Asset #2 - Alter 600 North Lake Shore
LaSalle National Bank (Trusts Nos. 103293, 103563 and 47207)
Cook County, Illinois

- 1 Assignment of Rents and Leases recorded on February 26, 1981 as Document No 25788552 made by Trust 103293 to Lender
- 2 Mortgage dated August 29, 1986 and recorded September 11, 1986 as Document No 86406853 made by LaSalle National Bank as Trustee under Trust Agreement dated October 27, 1980 and known as Trust No 103293 ("Trust 103293") for the benefit of Chemical Bank ("Lender")
- 3 Assumption Agreement dated December 31, 1986 and recorded on January 13, 1987 as Document No 87023703 made by Trust 103563 to Lender.
- 4 First Modification Agreement dated December 23, 1987 and recorded January 5, 1988 as Document No 8803148 (Trust 103293), and on February 4, 1988 as Document 88052806, made by Trust 103563 and Lender
- 5 Mortgage, Assignment of Leases and Security Agreement dated as of February 1, 1988 and recorded as Document No 89222211 made by LaSalle National Bank as Trustee under Trust Agreement dated January 8, 1981 and known as Trust No 103563 ("Trust 103563") for the benefit of Lender
- 6 Mortgage, Assignment of Leases and Security Agreement dated as of February 1, 1988 and recorded on May 17, 1989 as Document No 89222212 from Trust 103293 for the benefit of Lender.
- 7 Mortgage, Assignment of Leases and Security Agreement dated as of February 1, 1988 and recorded as Document No. 89222213 made by LaSalle National Bank as Trustee under Trust Agreement dated January 25, 1974 and known as Trust No. 47207 ("Trust 47207", Trust 103293, 103563 and 47207, collectively, "Borrower") for the benefit of Lender
- 8 Modification Agreement dated as of January 31, 1989 and recorded on June 28, 1989 as Document No. 89293880 by and among Borrower and Lender.
- 9 Second Modification Agreement dated as of January 31, 1990 and recorded on May 18, 1990 as Document No. 90233207 by and among Borrower and Lender
- 10 Third Modification Agreement dated as of May 15, 1990 and recorded on July 3, 1990 as Document No 90319747 by and among Borrower and Lender.

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- 11 Fourth Modification Agreement dated as of May 15, 1991 and recorded on September 16, 1991 as Document No 91477801 by and among Borrower and Lender
- 12 First Global Amendment to Security Documents dated as of February 1, 1992 and recorded as Document No 92310247 by and among, among other parties, Trust 47207 and Lender
- 13 Fifth Modification Agreement dated as of May 15, 1992 and recorded on September 24, 1992 as Document No 92710332 by and among Borrower and Lender
- 14 Seventh Modification Agreement dated as of September 15, 1993 and recorded on December 30, 1993 as Document No ~~92978753~~ 03378753 by and among Borrower and Lender
- 15 Sixth Modification Agreement dated as of May 15, 1993 and recorded on September 1, 1993 as Document No 93697985 by and among Borrower and Lender
- 16 Eighth Amendment to Loan Documents dated February 15, 1994 and recorded March 28, 1994 as Document No 94278211 made by Borrower and Lender
- 17 Junior Mortgage, Assignment of Leases and Security Agreement dated as of February 15, 1994 and recorded on March 29, 1994 as Document No 94278212 made by and between Borrower and Lender
- 18 Junior Mortgage, Assignment of Leases and Security Agreement dated February 15, 1994 and recorded on March 28, 1994 as Document No 94278214 made by and between Borrower and Joseph Ash
- 19 Junior Assignment of Rents and Leases dated as of February 15, 1994 and recorded as Document No 9428213 from Borrower, 600 Lake Shore Associates Limited Partnership and Chai Venture to Lender
- 20 Ninth Amendment to Loan Documents recorded June 28, 1985 as Document No 95417923 made by Borrower and Lender
- 21 Tenth Amendment to Loan Documents recorded July 2, 1996 as Document No 96508516 made by Borrower and Lender
- 22 Eleventh Amendment to Loan Documents recorded November 22, 1996 as Document No 96892669 made by Borrower and Lender
- 23 Twelfth Amendment to Loan Documents recorded August 27, 1997 as Document No 97631345 made by Borrower and Lender

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EXHIBIT B

LEGAL DESCRIPTION

[See Attached]

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Property of Cook County Clerk's Office



EXHIBIT A
Legal Description

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PARCEL 1:

Lots 17 and 28 (except that part of Lot 28 taken in Condemnation Case 82L11163) in Block 31 in Circuit Court Partition of the Ogden Estates Subdivision of parts of Blocks 20, 31 and 32 in Kinzie's Addition to Chicago in the North 1/2 of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Easement for party wall for the benefit of that part of Parcel 1 aforesaid described as Lot 28 in Block 31 in Circuit Court Partition of the Ogden Estates Subdivision of parts of Blocks 20, 31 and 32 in Kinzie's Addition to Chicago in the North 1/2 of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, as created by agreement dated December 2, 1908 and recorded December 7, 1912 in Book 12076 Pages 633 and 635 as Document 5093751 between the University of Chicago and John H. Ondrigan over Lot 27 in Block 31 in the Circuit Court Partition of Ogden Estates Subdivision of Part of Blocks 20, 31 and 32 in Kinzie's Addition to Chicago, in the North 1/2 of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

Easement for party wall for the benefit of Parcel 1 as created by agreement dated September 29, 1958 and recorded September 9, 1959 as Document 17613053 between Randel Realty Corporation, an Illinois corporation, and Alexander T. Spare and R. S. Levy over Lot 18 in Circuit Court Partition of Ogden Estates Subdivision of parts of Blocks 20, 31 and 32 in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 4:

That part of Lot 4 in Linneman's Division of part of the Northeast 1/4 of Section 23, Township 41 North, Range 11 East of the Third Principal Meridian, and part of the Southeast 1/4 of Section 14, Township 41 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded September 10, 1953, as Document Number 15716544, described as follows:

Beginning at a point on the West right of way line of Elmhurst Road, being 50.00 feet West of the East line of said Lot 4 and 869.23 feet South of the North line of said Lot 4; thence West perpendicular to said West right of way line of Elmhurst Road, a distance of 412.05 feet to a point of curve; thence Northwesterly along a curve being concave to the Northeast and having a radius of 100.00 feet, a distance of 78.54 feet; thence Northwest tangent to the last described curve, a distance of 83.55 feet; thence Northeast perpendicular to the last described course, a distance of 496.13 feet; thence East along a line perpendicular to the West right of way line of Elmhurst Road, 191.02 feet to a point on the West right of way line of said Elmhurst Road; thence South along said right of way line 439.19 feet to the point of beginning, in Cook County, Illinois.

FAX # 01-23-303-022
17-10-208-007

ADDRESS: 600 LAKE STREET DR
CHICAGO IL