

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

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

Katten Muchin & Zavis
525 West Monroe Street
Suite 1600
Chicago, Illinois 60663-3693
Attention: Barry A. Comin, Esq.

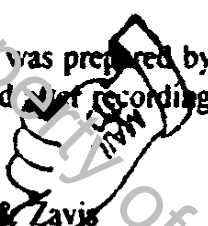
COLLATERAL ASSIGNMENT OF MORTGAGE/DEED OF TRUST AND OTHER LOAN DOCUMENTS

COLLATERAL ASSIGNMENT OF MORTGAGE/DEED OF TRUST AND OTHER LOAN DOCUMENTS, dated as of May 28, 1998, from 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 ("Assignor"), to Credit Suisse First Boston Mortgage Capital, L.L.C., a Delaware limited liability company, having an address at 11 Madison Avenue, New York, New York 10010 ("Assignee").

Background

This Collateral Assignment of Mortgage/Deed of Trust and Other Loan Documents (this "Assignment") is being executed and delivered pursuant to that certain Loan Agreement dated as of May 28, 1998 (the "Loan 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 Loan Agreement.

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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, as collateral security to secure the Obligations, Assignor does hereby pledge and grant to Assignee a security interest in and to the following (collectively, the "Pledged Collateral"):

(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 Loan 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").

This Assignment shall create a continuing security interest in the Pledged Collateral and shall (i) remain in full force and effect until the indefeasible payment or satisfaction in full of the Obligations, (ii) be binding upon Assignor, its permitted transferees, representatives, successors and assigns, and (iii) inure, together with the rights and remedies of Assignee hereunder, to the benefit of Assignee and its permitted transferees, representatives, successors and assigns. Without limiting the generality of the foregoing clause (iii), Assignee, but not the Assignor, may assign or otherwise transfer this Assignment, together with the Pledged Collateral, the Note and any other Obligations to any other Persons, to the extent permitted by the Loan Agreement, and such other Persons shall thereupon become vested with all the benefits in respect thereof granted to Assignee herein or otherwise. Upon the indefeasible payment or satisfaction in full of the Obligations, (x) Assignor shall be entitled to the return, upon its request and at its expense, of such portion of the Pledged Collateral as shall not have been sold or otherwise applied or forfeited pursuant to the terms hereof, and (y) this Assignment shall be of no further force or effect. Notwithstanding anything to the contrary contained in this Assignment, provided that the conditions of Section 2.14 of the Loan Agreement have been

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satisfied, the Assignee shall release the Pledged Collateral, notwithstanding that a portion of the outstanding indebtedness due and owing under the Note remains unpaid.


This Assignment is being executed and delivered to Assignee as security for the Obligations, and the rights of Assignee with respect to the enforcement hereof are subject to the terms of the Loan Agreement, including, but not limited to, the provisions of Section 6.20 thereof, and that certain Pledge and Security Agreement (Collateral Mortgage Loans) of even date herewith executed by Assignor in favor of Assignee.

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

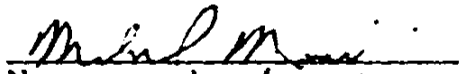
WITNESSES:

ASSIGNOR:

HARVEST OPPORTUNITY FUND,
L.L.C., a Delaware limited liability
company


Name: RAYMOND AMODEO

By: Chase Realty Asset Management,
Inc., a New York corporation, Asset
Manager


Name: Michael Mucic


By: _____
Name: John C. Collins
Its: President

ATTEST:

By: 
Name: Joseph Skibo
Its: Vice President

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

I, Mario Maurice, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John C. Collins, personally known to me to be the President of Chase Realty Asset Management, Inc., a New York corporation, the Asset Manager of Harvest Opportunity Fund, L.L.C., a Delaware limited liability company, and to reside at 59 Cross Hill Road, Millington, NJ 07946, and Joseph Skibo, personally known to me to be the Vice President of said corporation, and to reside at 4 Mendl Terrace, Montclair, NJ 07042, 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 President and Vice President of said corporation, they signed and delivered the said instrument pursuant to authority given by said corporation as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of May, 1998.

Mario Maurice
Notary Public

My Commission Expires:

MARIO MAURICE
Notary Public, State of New York
No. 01MA5064353
Qualified in New York County
Commission Expires Jan. 18, 2000

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EXHIBIT A

DESCRIPTION OF DOCUMENT(S)

[See Attached]

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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 88005108 (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 8922211 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 8922212 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 8922213 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 ~~93078763~~ by and among Borrower and Lender
03378753
- 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 25, 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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- 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 ~~92078763~~ **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
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EXHIBIT B

LEGAL DESCRIPTION

[See Attached]

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EXHIBIT A
Legal Description

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 17652053 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.

TAX # 08-23-303-022
17-10-206-009

ADDRESS 600 LAKE SHORE DR
CHGO IL