Debtor(s) (Last Name First) and address/oc)	Code. For Filing Officer (Date, Time, Number, and
Secured Party(jes) and address(es)	Filing Office)
American Nat'l. Bk & Tr Co. of Chicago, not personally, but as T/T under a Tr. Agreement dated 8/15/78 & known as Tr. 43668, 33 N. LaSalle St. Chicago, Ib. 60690 This Statement refers to original Financing Statement No. 94870635 Date filed: October 7, 19 94  A. CONTINUATIONThe original financing statement assumes the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.  B. PARTIAL RELEASEFrom the colleteral described in the financing statement bearing the file number shown above, is still effective.	
C. ASSIGNMENT The Secured Party certifies that the Secured Party has assigned to the Ass the financing statement bearing the file number shown above in the property indiparts The Secured Party certifies that the Secured Party of longer claims a security E. AMENDMENT The financing statement bearing the above file number is amended.  To show the Secured Party's new address as indicated below;  To show the Debtar's new address as indicated below;  As set forth below:	ignee whase name and address is shown below, Secured Party's rights under icated below.  y interest under the financing statement bearing the file number shown above.
See Attached for Description Pin #'s 17-10-104-029	1999-09-29 14:28:05 Cook County Recorder 31.00
Dy:	cticut General Life Ins. (S.C.O.) <del>ulian Toft &amp; Downey, Inc. Party)</del> gentacles & Deatheuse  (Signature of Secured Party)

This form of Financing Statement is approved by the Secretary of State.

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# EXHIBIT A TO UCC FINANCING STATEMENT SHOWING AMERICAN NATIONAL BANK AND TRUST COMPANY, AS TRUSTEE, AS DEBTOR AND CONNECTICUT GENERAL LIFE INSURANCE COMPANY AS SECURED PARTY

This financing statement covers all property owned by Debtor and any interest of Debtor in any kind of property or asset, whether real or personal, tangible or intangible, now owned or hereafter acquired, and wheresoever located ("Debtor's Property"), including without limitation, the following:

erl of the right, title and interest of Debtor in and to the land lying in the bed of any street, road, highway or avenue in front of or adjoining real property owned by Debtor to the center lines thereof;

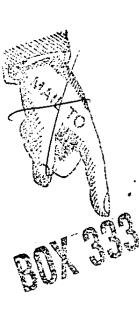
any right co use, in perpetuity, in connection with the operation or Debtor's Property the name "Huron Plaza" and any other name similar thereto;

all easements now or hereafter located on or appurtenant to real property owned by Debtor or under or above the same or any part trereof, and all rights-of-way, licenses, permits, approvals and privileges, belonging or in any way appertaining to Debtor's Property;

any and all awards hereafter to be made by any governmental, municipal or State authorities to the present and all subsequent owners of Debtor's Property for the taking of all or an portion or Debtor's Property by power of eminent domain;

all proceeds, insurance or otherwise, paid for the damage done to any of Debtor's Property and all proceeds of the conversion, voluntarily or involuntarily, of any of Debtor's Property into cash or liquidated claims;

all accounts, fixtures, chattel paper, instruments, documents, machinery, equipment, goods, and every other article of personal property, tangible and intangible, now or hereafter owned by Debtor including without limitation: all partitions; screens; awnings, shades; blinds; floor coverings; hall and lobby equipment; heating, lighting, plumbing, ventilating, refrigerating, waste disposal, incinerating, elevator, escalator, air conditioning and communication systems with appurtenant fixtures, vacuum cleaning systems; call systems; sprinkler systems and other fire prevention and extinguishing apparatus and materials; health club equipment; laundry room equipment and revenue; sun deck chairs, tables and equipment; pool revenues, accessories and equipment; fire extinguishers; all repair and



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cleaning equipment and all other machinery, popes, poles, appliances, equipment, wiring, fittings, panels and fixtures; and any proceeds therefrom, any replacements thereof or additions or accessions thereto;

all of Debtor's books of account and records relating to Debtor's Property, including all computers and software relating thereto;

all Debtor's right, title and interest under any leases or contracts for the sale or other disposition of real property, including, without limitation, instruments, or securities deposited thereunder to secure performance by the lessees or contract purchasers; all payments made by tenants pursuant to such leases in connection with the termination thereof; all of Debtor's right, title and interest in and to all present and future leases, license agreements, concession agreements, lease termination agreements and other occupancy agreements of any nature, oral or written, regarding all or any part of the Debtor's Property which agreements shall include hourly daily, monthly or other parking space occupancy agreements, licenses or permits, whether written or otherwise, together with all extensions, modifications, supplements, renewals and replacements thereof, and together with any and all guaranties of the obligations of the lessees, licensees, concessionaires and occupants thereunder; all rents, issues, proceeds and revenue arising from or out of real property owned by Debtor or any part thereof; all licenses, permits, franchises, governmental approvals and all sanitary sewer, drainage, water and utility service agreements benefiting real property owned by Debtor or any part thereof, together with all accounts, general intangibles, documents, instruments and chattel paper arising from or in connection with such real property, including all books and records in connection therewith; parking garage and laundry room fees and revenues (including revenues generated by any parking garage or laundry from concession or management agreement); and all rights [1] under any leases, covenants, agreements, easements, restrictions or declarations recorded with respect to, or as an appurtenance to, real property owned by Debtor or any part thereof;

all Debtor's right, title and interest in and to all and singular the tenements, hereditaments and appurtenances belong to or in any way pertaining to real estate owned by Debtor; all the estate, right, title and claim whatsoever of Debtor, either in law or in equity, in and to Debtor's Property; and any and all other, further or additional title, estate, interest or right which may at

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any time be acquired by Debtor in or to Debtor's Property;

all of Debtor's right, title and interest under the following agreements: (1) Proposal for the Management and Operation of the Huron Plaza Self-Park Garage dated September 19, 1988 by and between 326 South Wells Corporation and The Habitat Company; and (2) Management Agreement dated January 1, 1980 by and between Huron Plaza Venture and The Habitat Company; and

all rights, title and interest to the funds of Debtor held pursuant to the (1) Replacement Reserve Escrow and Security Agreement dated as of September 30, 1994 by and among American National Bank and Trust Company of Chicago, not personally but as Trustee under a Trust Agreement dated August 15, 1978, and known as Trust No. Connecticut General Life Insurance Company, American National Bank and Trust Company of Chicago, and Julian, Toft & Fowney; (2) Real Estate Tax Escrow and Security Agreement dated as of September 30, 1994 by and among American National Bank and Trust Company of Chicago, not personally but as Trustee under a Trust Agreement dated August 15, 1978, and known as Trust No. 43668, Connecticut General Life Insurance Company, American National Bank and Trust Company of Chicago, and Julian, Toft & Downey; and (3) Garage Repair Reserve Escrow and Security Agreement dated as of September 30, 1994 by and among American Nacional Bank and Trust Company of Chicago, not personally but as Trustee under a Trust Agreement dated August 15, 1978, and known as Trust No. 43668, Connecticut General Life Insurance Company, American National Bank and Trist Company of Chicago, and Julian, Toft & Downey. SO OFFICO

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#### EXHIBIT B

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### PARCEL 1:

LOTS 11 AND 12 IN HURON PLAZA, A RESUBDIVISION IN BLOCK 47 IN KINZIE'S ADDITION TO CHICAGO IN THE MORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 13, 1981 AS DOCUMENT 25869229 AND FILED AS DOCUMENT LR 3214963, IN COOK COUNTY,

## PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER, ON AND THROUGH THAT PART OF LOT 13 IN HURON PLAZA AS SET FORTH THEREIN, AS CREATED BY HURON PLAZA OPERATING AND EXSEMENT AGREEMENT RECORDED MAY 28, 1981 AS DOCUMENT 25885058 AND FILED MAY 29, 1981 AS DOCUMENT LR 3217118.

#### PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER, ON AND THROUGH THOSE PARTS OF LOTS 1 TO 10 IN HURO! PLAZA AS SET FORTH THEREIN, AS CREATED BY HURON PLAZA OPERATING AND EASEMENT AGREFMENT RECORDED MAY 28, 1981 AS DOCUMENT 25885058 AND FILED MAY 29, 1981 AS DOCUMENT LR 3217118.

## PARCEL 4:

EASEMENTS AS DESCRIBED BELOW AT SUBPARAGRAPHS (A). (B), (C) AND (D) FOR THE BENEFIT OF PARCEL 1 IN, OVER, ACROSS AND THROUGH THOS); PARTS OF LOTS 1 TO 10 IN HURCH PLAZA ASTSET FORTH THEREIN, AS CREATED BY HURCH PLAZA OPERATING AND EASEMENT AGREEMENT RECORDED MAY 28, 1981 AS DOCUMENT 25185058 AND FILED MAY 29, 1981 AS DOCUMENT LR 3217118:

- (A) A NONEXCLUSIVE EASEMENT FOR STRUCTURAL SUPPORT;
- (B) AN EXCLUSIVE EASEMENT FOR THE USE OF ALL "FACILITIES", AS DEFINED THEREIN;
- (C) A NONEXCLUSIVE EASEMENT FOR ENCROACHMENTS RESULTING FROM THE CONSTRUCTION OR THE SUBSEQUENT SETTLEMENT OR SHIFTING OF THE "TOWER BUILDING", AS DEFINED THEREIN; AND
- (D) A NONEXCLUSIVE BASEMENT TO USE AND TO INSTALL, REPAIR, MAINTAIN, REMOVE AND REPLACE FROM TIME TO TIME, "FACILITIES", AS DEFINED THEREIN, LOCATED IN, OVER, UPON OR THROUGH CHASES, CONDUITS, RISERS AND SHAFTS.

#### PARCEL 5:

EASEMENT FOR LIGHT AND AIR FOR THE BENEFIT OF PARCEL 1 OVER AND THROUGH THAT PART OF LOT 13 IN HURON PLAZA LYING ABOVE A HORIZONTAL PLANE 99.75 FEET ABOVE CHICAGO CITY DATUM, AS CREATED BY THE HURON PLAZA OPERATING AND EASEMENT AGREEMENT RECORDED MAY 28, 1981 AS DOCUMENT 25885058 AND FILED MAY 29, 1981 AS DOCUMENT LR 3217118.

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### PARCEL 6:

EASEMENT FOR LIGHT AND AIR FOR THE BENEFIT OF PARCEL 1 OVER AND THROUGH THAT PART OF LOT 14 IN HURON PLAZA LYING ABOVE A HORIZONTAL PLANE 99.75 PEET ABOVE CHICAGO CITY DATUM, AS CREATED BY THE HURON PLAZA OPERATING AND EASEMENT AGREEMENT RECORDED MAY 28, 1981 AS DOCUMENT 25885058 AND FILED MAY 29, 1981 AS DOCUMENT LR 3217118, IN COOK

Street Address of Subject Property:

30 East Huron Chicago, Illinois fooll

Permanent real estate tax index number:

17-10-104-029 and 17-10-104-03)

## RECORD OWNER:

American National Bank and Trust Company of Chicago, not personally but as Trustee under a Trust Agreement dated August 15, 1978, and known as Trust No. 43668

94870835 Sylvin Worthan Julian Toff + Downey, Inc. Three First National Playa. Suite 5660 Chyo, Il 60602