



WHEN RECORDED MAIL TO:

Rosenberg & Liebenritt, P.C.
Two North Riverside Plaza
Suite 1515
Chicago, IL 60606
Attn: Steven E. Ehrlich

ASSIGNMENT OF LOAN DOCUMENTS
(Theater District)

This Assignment of Loan Documents (this "Assignment") is made as of the 11th day of July, 1997 by and between ZELL/MERRILL LYNCH REAL ESTATE OPPORTUNITY PARTNERS LIMITED PARTNERSHIP III, an Illinois limited partnership, Two North Riverside Plaza, Suite 2200, Chicago, Illinois 60606, (herein called "Lender") and EOP OPERATING LIMITED PARTNERSHIP, a Delaware limited partnership, Two North Riverside Plaza, Suite 2200, Chicago, Illinois 60606, (herein called "Assignee").

WHEREAS, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated May 1, 1995 and known as Trust No. 120386-00 (the "NLTC Trust"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated May 1, 1995 and known as Trust No. 120387-09 (the "TDSP Trust"), and ZML-NORTH LOOP/THEATER DISTRICT PARKING LIMITED PARTNERSHIP, an Illinois limited partnership ("Beneficiary"; together with TDSP Trust referred to as the "Borrower") executed that certain Mortgage Note (hereinafter the "Note") dated January 20, 1997 payable to the order of Lender in the original principal sum of Forty Two Million Three Hundred Sixty Seven Thousand One Hundred Ninety Four and 13/100 Dollars (\$42,367,194.13);

WHEREAS, to secure the obligations of Borrower under the Note, Borrower, as mortgagor thereunder, executed (i) that certain Mortgage and Security Agreement in favor of Lender dated as of January 20, 1997 and recorded as Document No. 97050078 on January 23, 1997 (the "Mortgage"), encumbering that certain parcel of real estate and improvements located thereon located in the City of Chicago, Cook County, Illinois and legally described on **EXHIBIT A** attached hereto (the "Property"); (ii) Absolute Assignment of Leases and Rents dated as of January 20, 1997 and recorded as Document No. 97050079 on January 23, 1997 (the "Assignment of Rents"), and (iii) Environmental Indemnity Agreement dated as of January 20, 1997 (the "Environmental Indemnity").

WHEREAS, both the Assignment of Rents and Environmental Indemnity contain the same scrivener's error in the first paragraph, in that Lender is incorrectly identified as "Zell/Merrill Lynch Real Estate Opportunity Partners Limited Partnership."

WHEREAS, the "Property" was further encumbered by an Amended and Restated Mortgage and Security Agreement executed by the NLTC Trust and Beneficiary in favor of Lender dated as of January 20, 1997 and recorded as Document No. 97050076 on January 23,

1997 (the "NLTC Mortgage") (the Note, the Mortgage, the Assignment of Rents, the Environmental Indemnity and the NLTC Mortgage are collectively referred to herein as the "Loan Documents");

WHEREAS, pursuant to a reorganization of its ownership structure, Lender executed that certain Assignment and Assumption of Contracts, Leases, and Security Deposits, Personal Property and General Intangibles (hereinafter "General Assignment") dated July 11, 1997 in favor of Assignee, and pursuant to that General Assignment, assigned its interests in the above-mentioned Loan Documents and certain other items; and

WHEREAS, in connection with the execution of the General Assignment, Lender and Assignee desire to assign the Loan Documents.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Lender does hereby transfer, assign, grant and deliver unto Assignee, its successors and/or assigns all of Assignor's right, title and interest in, to and under the Loan Documents and the property encumbered thereby.
2. Lender represents and warrants to Assignee that it is fully empowered and authorized to execute and deliver this Assignment.
3. This Assignment shall be binding upon and inure to the benefit of Lender and Assignee and their respective successors and assigns.
4. The above recitals are hereby incorporated into this Assignment.

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IN WITNESS WHEREOF, Lender and Assignee have executed this Assignment as of the day and year first above written.

LENDER:

ZELL/MERRILL LYNCH REAL ESTATE
OPPORTUNITY PARTNERS LIMITED
PARTNERSHIP III, an Illinois limited partnership

By: ZML Partners Limited Partnership III, an
Illinois limited partnership, its general
partner

By: ZM Investors Limited Partnership III,
an Illinois limited partnership, its
general partner

By: Zell/Merrill III, Inc., an Illinois
corporation, its general
partner

WITNESS:

Debbie J. Weckzahl
Celeste K. Weilandt

By: Stanley M. Jones
Its: Vice President

ASSIGNEE:

EOP OPERATING LIMITED PARTNERSHIP, a
Delaware limited partnership

By: EQUITY OFFICE PROPERTIES TRUST, a
Maryland real estate investment trust, its
managing general partner

WITNESS:

Debbie J. Weckzahl
Celeste K. Weilandt

By: Stanley M. Jones
Its: Executive Vice President

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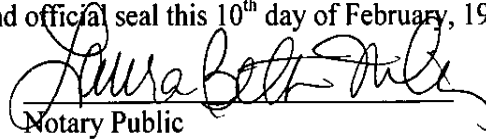
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State of Illinois)
) SS:
County of Cook)

I, Laura Beth Miller, a Notary Public in and for the County and State aforesaid, do hereby certify that Stanley M. Stevens, the Vice President of Zell/Merrill III, Inc, the general partner of ZM Investors Limited Partnership III, the general partner of ZML Partners Limited Partnership III, the general partner of Zell/Merrill Lynch Real Estate Opportunity Partners Limited Partnership III, as of the date of such instrument, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer and acknowledged that he signed and delivered the said instrument as his free and voluntary act and the free and voluntary act of said corporation for the uses and purposes therein set forth.

In Witness Whereof, I hereunto set my hand and official seal this 10th day of February, 1999.

[Seal]


Notary Public

My commission expires:

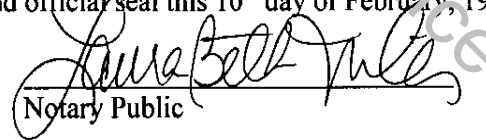
State of Illinois)
) SS:
County of Cook)



I, Laura Beth Miller, a Notary Public in and for the County and State aforesaid, do hereby certify that Stanley M. Stevens, the Executive Vice President of Equity Office Properties Trust, the general partner of EOP Operating Limited Partnership, as of the date of such instrument, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer and acknowledged that he signed and delivered the said instrument as his free and voluntary act and the free and voluntary act of said Trust for the uses and purposes therein set forth.

In Witness Whereof, I hereunto set my hand and official seal this 10th day of February, 1999.

[Seal]


Notary Public

My commission expires:



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EXHIBIT A

Legal Description to North Loop Transit Center/Theater District Self Park Garages

(Theater District Self Park)

LOTS 3 AND 4 IN BLOCK 36 IN THE ORIGINAL TOWN OF CHICAGO, IN THE SOUTH EAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax Parcel Numbers: 17-09-438-004 and 17-09-438-005, Volume 510
Property Address: 181 North Dearborn Street, Chicago, Illinois 60601

Property of Cook County Clerk's Office