

on the Underlying Obligations (including without limitation rents under land leases, tax and insurance escrows and other impounds) as well as debt service payments on the Secured Promissory Notes may change from time to time, and Owner and Secured Party shall notify Bank jointly in writing as to the required changes in deposits into the Collection Account by Owner and distribution by Bank of such deposits. Such notice shall be delivered to Bank at least 10 days prior to the effective date of change with respect to any of the Schedules attached hereto.

12. Assignment by Secured Party to Bank of Secured Promissory Notes.

Secured Party hereby assigns the Secured Promissory Notes and the Security Instruments given as security therefor to Bank as trustee for the collection purposes herein set forth, with respect to the Properties described in Exhibit "A." Bank shall continue to hold such instruments until such time as the earlier to occur of (i) payment in full of all indebtedness required thereunder, or (ii) further written instructions from Owner and Secured Party consented to by the holder of the Underlying Obligations to the extent any amounts due thereon remain unpaid at such times. Notwithstanding the foregoing assignment, however, Bank shall upon written request of Owner and Secured Party issue beneficial ownership or participation certificates to persons designated by Secured Party, with the approval of the U. S. District Court for the Northern District of Illinois, Eastern Division, in those certain proceedings for arrangements