Loan #204731-0

93666500

NOTE AND MORTGAGE

MODIFICATION AGREEMENT

THIS NOTE AND MORTGAGE MODIFICATION AGREEMENT is made August 17, 1993, but effective as of June 1, 1993 ("Effective Date") by and between **AMALGAMATED TRUST AND SAVINGS BANK**, not personally but solely as Trustee under Trust Agreement dated June 21, 1984 and known as Trust No. 4951 (the "Mortgagor") and **THE TRAVELERS INSURANCE COMPANY**, a Connecticut corporation ("Mortgagee").

RECITALS:

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A. Mortgagor previously executed and delivered to Mortgagee a certain Promissory Note dated May 5, 1988 (the "Note") in the original principal amount of Twenty One Million Five Hundred Thousand Dollars ($21,500,000.00).

B. To secure the Note, Mortgagor previously executed and delivered to Lender a certain Mortgage, Assignment of Leases and Security Agreement dated May 5, 1988 (the "Mortgage") encumbering certain improved real property in Cook County, Illinois legally described on Exhibit A attached hereto (the "Premises"), which Mortgage was recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder") on May 25, 1988 as Document No. 88224437.

C. To further secure the Note, Mortgagor previously executed and delivered to Lender a certain Assignment of Leases, Rents and Profits dated May 5, 1988 (the "Assignment of Rents") assigning to Mortgagee all of the rents, issues, profits and leases of and from the Premises, which Assignment of Rents was recorded with the Recorder on May 25, 1988 as Document No. 88224438.

D. Mortgagee is the owner and holder of the Note, the Mortgage, the Assignment of Rents and the Other Loan Documents described on Exhibit B attached hereto which Other Loan Documents were executed by the Mortgagor, Lansing Landings Shopping Center Partnership, Ltd., an Illinois limited partnership and beneficiary of Mortgagor ("Beneficiary") and/or certain individuals (collectively, the "Loan Documents").

E. Mortgagor and Mortgagee have agreed to make certain modifications in the Loan Documents on the terms and conditions hereinafter contained.

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THIS DOCUMENT WAS PREPARED BY AND AFTER RECORDING RETURN TO:

Charles L. Edwards, Esq.
Rudnick & Wolfe
203 North LaSalle Street
Suite 1800
Chicago, Illinois 60601

CLE0665 08/05/93 0959

1 of 3

BOX 15

DEPT-01 RECORDINGS $61.00
T#0011 TRAN 6461 08/23/93 11:17:00
#6006 # *-93-666500
COOK COUNTY RECORDER

Please return to: Mike Weihman
Ticor Title Insurance
203 N. LaSalle, Suite 1400
Chicago, IL 60601
Re: N24-21877-14

$61.00

F. Among the modifications to the Loan Documents, Mortgagor has requested that Mortgagee extend the Maturity Date of the Note and reduce the Interest Rate payable under the Note, and Mortgagee has consented to the aforesaid extension of the Maturity Date and reduction of the Interest Rate in consideration for a payment on the date hereof of $1,500,000.00 to be credited against the unpaid principal balance of the Note and $200,000 as a Refinancing Fee, and upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the recitals and the mutual covenants contained in this Modification Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree, stipulate and covenant as follows, notwithstanding anything to the contrary contained in the Loan Documents:

1. **AFFIRMATION OF RECITALS**. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. **ACKNOWLEDGEMENT OF DEBT**. Mortgagor and Mortgagee acknowledge that, after making the aforesaid $1,500,000.00 payment of principal under the Note, the principal balance due under the Note is $20,000,000.00.

3. **MONTHLY PAYMENTS**. As of the Effective Date, the Note is hereby amended as follows:

   Paragraphs (i), (ii), (iii) and (iv) on the first page of the Note are hereby deleted and the following substituted therefor:

   "(i) Interest shall accrue under this Note at the rate of Eight Percent (8%) per annum ("Interest Rate").

   (ii) On the first day of July, 1993 and continuing thereafter on the first day of each of the succeeding thirty-five (35) consecutive calendar months, Maker shall pay to Payee monthly installments of principal and interest of $166,166.67 each ("Monthly Payments").

   (iii) All of the unpaid principal balance outstanding hereunder and any unpaid interest accrued thereon shall be due and payable, if not sooner paid pursuant to the terms hereof and if not sooner due by acceleration or otherwise, and if not extended pursuant to the terms hereof, on May 31, 1996 (the foregoing applicable date being the "Maturity Date")."

4. **EXTENSION**. The Note is further amended by inserting the following paragraph on the first page of the Note:

   "iv. Notwithstanding anything herein to the contrary and so long as no default hereunder or under any Loan Document shall then exist or occur prior to the Maturity Date (as the same may be extended as hereinafter set forth) Maker shall have the right to extend the Maturity Date for two (2) additional one (1) year periods (each of said periods being an "Extension Period"). The exercise of each of said rights to extend shall be contained in a written notice delivered to Payee prior to April 1, 1996, in the case of the First Extension

Period, and prior to April 1, 1997, in the case of the second Extension Period, each of which notices shall be accompanied by a non-refundable Extension Fee in the amount of one-quarter of one percent (0.25%) of the principal balance due under the Note on the respective dates of exercise of each of said rights to extend, payable by bank cashiers or certified check. If Maker duly extends the Maturity Date, as aforesaid, then Maker agrees:

(a) the Interest Rate and Monthly Payments shall continue during each Extension Period;

(b) to execute and deliver any and all documents and instruments required by Payee to modify and amend the Note, Mortgage, Assignment of Rents and other Loan Documents to reflect the terms and conditions of the extension;

(c) to deliver, at Maker's sole cost and expense, such other documents and instruments requested by Payee in order to effectuate the aforesaid extension including but without limitation, a continuation of the existing lender's title insurance policy through the date of the recording of the modified mortgage containing only those title exceptions approved by the Payee as of the date of this Note and real estate taxes not due and payable as of the date of recording of said modified Mortgage; and

(d) to pay Payee, at the time the Maturity Date is extended, any and all reasonable attorneys' fees and other costs incurred by Payee in connection with the aforesaid extension (including, without limitation, the preparing and/or approving of documentation therefor)."

5. **PREPAYMENT**. The Note is further amended as follows:

"The second and third grammatical paragraphs on page 2 of the Note respecting prepayment of the Note are deleted and the following substituted therefor:

> "At any time after the date hereof, upon not less than thirty (30) days' prior written notice to Payee, Maker may prepay the entire principal balance outstanding hereunder ("Mortgage Loan") by paying, in addition to the amount of the principal being prepaid, interest accrued thereon and all other amounts due under the terms of the Loan Documents, a prepayment premium equal to an amount determined by: (A) calculating the sum of the present values of all unpaid principal and interest payments required under the Loan Documents by discounting such payments from their scheduled payment dates back to the date prepayment will be made, utilizing a discount rate equal to the Converted Treasury Yield (as hereinafter defined), divided by the frequency of the interest payments made during a calendar year, and (B) subtracting from such sum the outstanding principal balance of the Mortgage Loan as of the date prepayment will be made.

The "Converted Treasury Yield" is defined as the yield available, or if there is more than one yield available the average yields, on United States Treasury non-callable bonds (excluding Flower Bonds) and notes having a maturity date closest

to (before, on, or after) the Maturity Date, as reported in the Wall Street Journal or similar publication on the fifth business day preceding the date prepayment will be made, converted to a monthly equivalent yield.

As used herein, the terms "Converted Treasury Yield" and monthly "equivalent yield" are annualized rates which reflect the frequency of the interest payments made during a calendar year.

Notwithstanding the foregoing, no prepayment premium shall be payable if Mortgagor voluntarily prepays the Mortgage Loan in full within (a) the last one hundred twenty (120) days immediately preceding the Maturity Date or (b) any Extension Period, and on the date such prepayment is made Payee has not exercised and is not entitled to exercise its acceleration rights. Except as hereinabove set forth, no full or partial prepayments of principal shall be allowed.

Maker acknowledges that it possesses no right to prepay the Mortgage Loan, except as expressly provided herein. Maker further acknowledges and agrees that if the Mortgage Loan is prepaid prior to the Maturity Date for any reason, including, but not limited to , acceleration of the Maturity Date by reason of any default under the Loan Documents, any subsequent tender of payment of the Mortgage Loan made by Maker or by anyone on behalf of Maker or otherwise, including, but not limited to, any tender of payment at any time prior to or at foreclosure sale or proceedings or during any redemption period following foreclosure, or during any federal or state bankruptcy or insolvency proceedings, shall constitute an evasion of the restrictions on prepayment set forth herein, and shall be deemed a voluntary prepayment prior to the Maturity Date requiring payment of the prepayment premium provided for, and Payee shall not be required to accept such payment if it does not include payment of the prepayment premium provided for, if any. To the extent permitted by law, Payee may bid at any foreclosure sale, as part of the indebtedness evidenced by the Loan Documents, the amount of the prepayment premium, if any, which is payable hereunder for prepayment of the Mortgage Loan occurring on the date of such foreclosure. Maker and Payee have negotiated the Mortgage Loan upon the understanding that if the Mortgage Loan is paid or prepaid prior to the Maturity Date for any reason (other than an application of insurance, condemnation, or withheld amounts, by Payee, which application shall not result in payment of a prepayment premium), Payee shall receive the prepayment premium provided for as partial compensation for (i) the cost of reinvesting the prepayment proceeds and the loss of the contracted rate of return on the Mortgage Loan, and (ii) the privilege of early payment of the Mortgage Loan, which Maker has expressly bargained for and which privilege Payee would not have granted to Mortgagor without a prepayment premium. Maker and Payee agree that the prepayment premium provided for herein is reasonable.

Maker agrees that Payee shall not be obligated, as a condition precedent to its receipt of the prepayment premium provided for, to actually reinvest all or any part of the amount prepaid in any United States Treasury instruments or obligations."

6. **MORTGAGE MODIFICATIONS**. The terms and provisions of the Mortgage are amended as follows:

(a) The "Ten Percent (10%)" interest rate referred to in Paragraph 1.1(b) of the Mortgage is reduced to "Eight Percent (8%)".

(b) The Maturity Date defined in Paragraph 1.1(c) of the Mortgage is extended to May 31, 1996.

(c) The following sentence is inserted at the end of Paragraph 7.14 of the Mortgage:

"Within forty-five (45) days prior to the close of each fiscal year of Beneficiary, Beneficiary will cause to be delivered to Mortgagee, for Mortgagee's review, an annual capital and operating budget for the next following fiscal year of Beneficiary showing in reasonable detail all items of proposed income, expense and capital expenditures for the Mortgaged Property. Within fifteen (15) days after the expiration of each calendar quarter during the term of the Note, Beneficiary shall deliver to Mortgagee a statement of income and expenditures for the Mortgaged Property, certified to be true, correct and complete in all material respects by a general partner of Beneficiary, showing on a cumulative basis for the fiscal year to date a comparison between the items of budgeted income and expenditures and the actual income and expenditures."

(d) The following subparagraph is added to Paragraph 7.26 of the Mortgage:

"(xi) The aggregate amount of the Permitted Subordinate Financing shall not exceed $2,000,000."

7. **ADDITIONAL PROVISIONS**. Concurrently with the execution of this Modification Agreement:

(a) Mortgagor shall pay to Mortgagee the $1,500,000 of principal payment and $200,000 Refinancing Fee, both described in Recital F hereof;

(b) Mortgagor shall deliver to Mortgagee an endorsement to the existing Mortgagee's title insurance policy in form and substance satisfactory to Mortgagee, insuring the continued validity, enforceability and priority of the Loan Documents, as herein modified, following the recording of this Modification Agreement (subject only to the matters set forth on Schedule B of said policy and approved by Mortgagee), confirming all previous endorsements thereto and extending the effective date of the policy through the date of recording of this Modification Agreement; and

(c) Beneficiary shall pay to Mortgagee, immediately upon submission of bills and invoices therefor, all amounts incurred by or on behalf of Mortgagee for attorneys' and appraisal fees, recording expenses, title insurance fees (including without limitation a title search and issuance of the endorsement(s) described in (b) above) and all other costs incurred by or

on behalf of Mortgagee by reason of the matters specified herein and the preparation of this Modification Agreement and all other documents necessary and required to effectuate the provisions hereof, including without limitation all costs and expenses with respect to environmental studies, Mortgagor's compliance with the terms and conditions hereof and Mortgagee's enforcement thereof. The rights and remedies of Mortgagee contained in this Paragraph 7 shall be in addition to, and not in lieu of, the rights and remedies contained in the Loan Documents, as herein modified, and as otherwise provided by law.

8. **EFFECTIVENESS**. This Modification Agreement shall be effective as of the Effective Date.

9. **GOVERNING LAW**. This Modification Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.

10. **CONSTRUCTION**. This Modification Agreement shall not be construed more strictly against Mortgagee merely by virtue of the fact that the same has been prepared by Mortgagee or its counsel, it being recognized that Mortgagor, Beneficiary and Mortgagee have contributed substantially and materially to the preparation of this Modification Agreement. Mortgagor, Beneficiary (and the partners thereof) and Mortgagee each acknowledge and waive any claim contesting the existence and the adequacy of the consideration given by any of the other parties hereto in entering into this Modification Agreement.

11. **GENDER**. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders and any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

12. **ENTIRE AGREEMENT**. Mortgagor, Beneficiary (and the partners thereof) and Mortgagee each acknowledge that there are no other agreements or representations, either oral or written, express or implied, not embodied in this Modification Agreement and the Loan Documents, which, together, represent a complete integration of all prior and contemporaneous agreements and understandings of Mortgagor, Beneficiary and Mortgagee, and, except as modified herein, the provisions of the Loan Documents are hereby ratified and confirmed.

13. **BENEFIT**. This Modification Agreement shall be binding upon and shall inure to the benefit of Mortgagor, Beneficiary (an the partners thereof) and Mortgagee, and their respective successors, permitted assigns, grantees, heirs, executors, personal representatives, and administrators.

14. **RATIFICATION**. Except as herein expressly modified, the Loan Documents shall remain in full force and effect, and all of the terms and provisions of the Loan Documents, as herein modified, are hereby ratified and reaffirmed. Mortgagor and Beneficiary (and the partners thereof) reaffirm and reconfirm all of the representation, warranties and covenants made by Mortgagor or Beneficiary

(and the partners thereof), as the case may be, at the time of the initial funding of the Loan.

15. **PRIORITY OF MORTGAGE**. All of the Premises shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage, as herein modified, the Assignment of Rents and Other Loan Documents and nothing herein contained and nothing done pursuant hereto, shall affect the lien, charge or encumbrance of the Mortgage, as herein modified, or the priority thereof with respect to other liens, charges, encumbrances or conveyances, or release or affect the liability of any party or parties whomsoever who may now or hereafter be liable under or on account of the Loan Documents.

16. **CONSENT TO MODIFICATION**. Mortgagor and Beneficiary (and the partners thereof) acknowledge that each has thoroughly read and reviewed the terms and provisions of this Modification Agreement and is familiar with same, that the terms and provisions contained herein are clearly understood by it and have been fully and unconditionally consented to by it, and that Mortgagor and Beneficiary have had full benefit and advice of counsel of their own selection, or the opportunity to obtain the benefit and advice of counsel of their own selection, in regard to understanding the terms, meaning and effect of this Modification Agreement, and that this Modification Agreement has been entered into by Mortgagor and Beneficiary (and the partners thereof), respectively, freely, voluntarily, with full knowledge, and without duress, and that in executing this Modification Agreement Mortgagor and Beneficiary is each relying on no other representations either written or oral, express or implied, made to Mortgagor and Beneficiary (and the partners thereof), respectively, by any other party hereto, and that the consideration received by Mortgagor and Beneficiary (and the partners thereof), respectively, hereunder has been actual and adequate.

17. **RELEASE**. As additional consideration of the modification of the Loan Documents by Mortgagee as herein set forth, Mortgagor and Beneficiary (and the partners thereof) each hereby releases and forever discharges Mortgagee, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors and assigns and all persons, firms, corporations, and organizations in its behalf of and from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever which either Mortgagor and Beneficiary (or the partners thereof) may now have or claim to have against Mortgagee, as of the Effective Date, whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way touching, concerning, arising out of or founded upon the Loan Documents, as herein modified, including but not limited to, all such loss or damage of any kind heretofore sustained, or that may arise as a consequence of the dealings between the parties up to and including the Effective Date. Furthermore,Mortgagee hereby releases and forever discharges Mortgagor, its partners and their respective agents, servants, employees, directors, officers, attorneys, successors and assigns of and from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever which Mortgagee may now have or claim to have against Mortgagor (and the partners thereof), as of the Effective Date, if presently known, and of every nature and extent whatsoever on account of or in any way touching, concerning, arising out of or founded upon

the Loan Documents, including but not limited to, all such loss or damage of any kind heretofore sustained, or that may arise as a consequence of the dealings between the parties up to and including the Effective Date. This agreement and covenant on the part of Mortgagor, Beneficiary (and the partners thereof), respectively, and Mortgagee, is contractual, and not a mere recital, and the parties hereto acknowledge and agree that no liability whatsoever is admitted on the part of any party, except the indebtedness herein stated under the Loan Documents, as herein modified, and that all agreements and understandings between Mortgagor and Beneficiary (and the partners thereof), respectively, and Mortgagee are expressed and embodied in the Loan Documents, as herein modified.

18. **NOTICE.** Any notices required to be made to Mortgagor under any of the Loan Documents shall be made to:

Mr. Dan K. Silverberg
Equity Investors, Inc.
29001 Cedar Road
Cleveland, Ohio 44124

and

Mr. Peter Dellaportas
First National Realty Management
Company, Inc.
415 North LaSalle Street
Chicago, Illinois 60610

David J. Strauss, Esq.
Baker & Hostetler
3200 National City Centre
1900 East 9th Street
Cleveland, Ohio 44114-3485

and

Peter A. Hess, Esq.
Baker & McKenzie
130 East Randolph Drive
Chicago, Illinois 60601

19. **COUNTERPARTS.** This Modification Agreement may be executed in several counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts, taken together, shall constitute one and the same Modification Agreement, even though all of the parties hereto may not have executed the same counterpart of this Modification Agreement.

20. **DEFINITION OF TERMS.** All initial-capitalized terms not expressly defined in this Modification Agreement shall bear the same respective definitions herein as they bear in the Loan Documents, as herein modified.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

MORTGAGOR:

AMALGAMATED TRUST AND SAVINGS, as trustee aforesaid

Attest:

~~The terms and conditions contained in this instrument to the contrary notwithstanding this instrument is subject to the provisions of the Trustee's Exculpatory Rider attached thereto and made a part hereof.~~

By: _____
_____ Secretary

By: See attached Rider for signature of Trustee
Name: _____
Title: _____

MORTGAGEE:

THE TRAVELERS INSURANCE COMPANY

Attest:

By: Sally A. Jones
Assistant Secretary

By: James G. Glasgow, Jr.
Name: James G. Glasgow, Jr.
Title: Vice President

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MORTGAGOR ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Before me, _____, a Notary Public in and for said County and State, DO HEREBY CERTIFY, that _____, personally known to me to be the ____ President of *AMALGAMATED TRUST AND SAVINGS BANK*, a _____, and _____, personally known to me to be the _____ Secretary of said Bank, whose names are subscribed to the within Instrument, appeared before me this day in person and severally acknowledged that as such _____ President and _____ Secretary they signed and delivered the said Instrument as ____ President and _____ Secretary of said Bank as their free and voluntary act and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this ____ day of August, A.D. 1993.

_____
Notary Public

My Commission Expires:

_____

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MORTGAGEE ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

Before me, Susan G. Pankow, a Notary Public in and for said County and State, DO HEREBY CERTIFY, that James G. Glasgow, personally known to me to be the Vice President of THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation, and Sally A. Jensen, personally known to me to be the Assistant Secretary of said Corporation, whose names are subscribed to the within Instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary they signed and delivered the said Instrument as Vice President and Assistant Secretary of said Corporation as their free and voluntary act and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 18th day of August, A.D. 1993.

Susan G. Pankow
Notary Public

My Commission Expires:

"OFFICIAL SEAL"
Susan G. Pankow
Notary Public, State of Illinois
My Commission Expires 8/4/96

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JOINDER

The undersigned, being the sole owner of one hundred percent (100%) of the beneficial interest of the trust which is the Mortgagor under the Loan Documents, hereby consents to the terms and provisions in the Modification Agreement for purposes of agreeing to be bound by the statements set forth in paragraphs 7, 9, 10, 12, 13, 14, 15, 16 and 17 of the Modification Agreement.

IN WITNESS WHEREOF, the beneficiary has executed this Joinder as of the 1st day of June, 1993.

LANSING LANDINGS SHOPPING CENTER LIMITED PARTNERSHIP, an Illinois limited partnership

By: _____
Peter Dellaportas,
General Partner

By: **LANSING LANDINGS INVESTORS LIMITED PARTNERSHIP**, an Ohio limited partnership, General Partner

By: _____
Dan K. Silverberg,
General Partner

By: _____
Mark Munsell,
General Partner

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BENEFICIARY ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Peter A. Hess, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Peter Dellaportas, General Partner of Lansing Landings Shopping Center Limited Partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said partnership and as his own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 16 day of August, 1993.

Notary Public

My Commission expires:

"OFFICIAL SEAL"
Peter A. Hess
Notary Public, State of Illinois
My Commission Expires 3/1/96

STATE OF OHIO)
) SS.
COUNTY OF Cuyahoga)

I, DAVID J. STRAUSS, ESQ, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Dan K. Silverberg and Mark Munsell, General Partners of Lansing Landings Investors Limited Partnership, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said partnership and as their own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 12th day of August, 1993.

Notary Public

My Commission expires:

DAVID J. STRAUSS, Attorney
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

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EXHIBIT A

Legal Description

PARCEL 1:

LOT 3 (except the Southwesterly 1.04 feet thereof);

LOT 7;

That part of Lot 8 described as follows:

Beginning at the Northeast corner of Lot 10; thence North 0 Degrees 15 Minutes 50 Seconds East on the East line of Lot 10 extended North a distance of 6.5 feet; thence North 89 Degrees 44 Minutes 10 Seconds West a distance of 15 feet to the West line of Lot 8; thence South 0 Degrees 15 Minutes 50 Seconds West a distance of 6.5 feet to the North line of Lot 10; thence South 89 Degrees 44 Minutes 10 Seconds East a distance of 15.0 feet to the point of beginning.

LOT 9 (except the South 8.5 feet of the East 18.25 feet of the West 33.0 feet thereof, also except the North 1.00 feet of the South 9.5 feet of the East 18.25 feet of the West 33.0 feet thereof, also except the South 1.00 feet of the East 241 feet thereof;

LOTS 10 through 17, both inclusive, and

Outlots A & B

All of the above in the Landings Planned Unit Development, a Subdivision of part of the Southwest 1/4 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, according to the plat thereof recorded on August 15, 1985 as Document No. 85,148,127 in Cook County, Illinois.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED EXCEPTION PARCELS A, B, C, D, E AND F:

EXCEPTION PARCEL A:

A North and South 30 foot wide roadway of uniform width being a tract of land with its East and Southeasterly line described as follows, said 30 foot wide roadway lying to the West and Northwest of that part of Outlot A in the Landings Planned Unit Development being a subdivision of part of the Southwest 1/4 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian described as beginning at a point on the North line of Outlot A, said point being at the Northeast corner of said Outlot A; thence South 0 Degrees 15 Minutes 55 Seconds West on the East line of said Outlot A, a distance of 794.45 feet to a point on the Northwesterly right of way line of the Public Service Company of Northern Illinois, said point being on the Southeasterly line of Outlot A; thence South 25 Degrees 22 Minutes 17 Seconds West on the last described line, a distance of 226.44 feet to a bend point in Outlot A; the following 3 courses being on the Southeasterly line of Outlot A; thence South 25 Degrees 14 Minutes 34 Seconds West a distance of 894.67 feet; thence South 0 Degrees 03 Minutes 26 Seconds West a distance of 7.18 feet; thence South 25 Degrees 29 Minutes 28 Seconds West, a distance of 499.73 feet to the most Southeasterly corner of Outlot A, said point being on the North line of 170th Street in Cook County, Illinois.

EXCEPTION PARCEL B: 9 3 6 6 5 0 0

That part of Outlot A and Outlot B in the Landings Planned Unit Development being a subdivision of part of the Southwest 1/4 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the point of intersection of the North line of Outlot A, said North line being a line 2319.72 feet North of and parallel with the South line of said Southwest 1/4, and the East right of way line of Torrence Avenue, being the Westerly line of said Outlot A extended Northerly; thence South 89 Degrees 44 Minutes 10 Seconds East on the North line of Outlot A and B a distance of 1285.31 feet; thence South 64 Degrees 37 Minutes 43 Seconds East a distance of 287.48 feet to the Southeasterly line of Outlot B, being the Northwesterly right of way line of Public Service Company of Northern Illinois; thence South 25 Degrees 22 Minutes 17 Seconds West on the last described line a distance of 66.0 feet; thence North 64 Degrees 37 Minutes 43 Seconds West a distance of 291.10 feet to a point of curve; thence Northwesterly on the arc of a circle convex to the Northeast, having a radius of 267.0 feet and an arc distance of 117.00 feet to a point of tangent; thence North 89 Degrees 44 Minutes 10 Seconds West parallel to the North line of Outlot A, a distance of 1142.69 feet (the last described line being 33.0 feet South of and parallel with the North line of Outlot A) to the Easterly right of way line of Torrence Avenue aforesaid; thence North 3 Degrees 40 Minutes 10 Seconds East on said Easterly right of way and said line extended a distance of 33.06 feet to the point of beginning, all in Cook County, Illinois.

EXCEPTION PARCEL C:

That part of Outlot A in the Landings Planned Unit Development being a subdivision of part of the Southwest 1/4 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, described as follows:

Commencing at the point of intersection of the North line of Outlot A, said North line being a line 2319.72 feet North of and parallel with the South line of said Southwest 1/4, and the East right of way line of Torrence Avenue being the Westerly line of said Outlot A extended Northerly; thence South 3 Degrees 40 Minutes 10 Seconds West on the Westerly line of said Outlot A, a distance of 436.88 feet; thence South 3 Degrees 12 Minutes 32 Seconds West on the Westerly line of said Outlot A, a distance of 383.14 feet to a point on a line 818.75 feet South of and parallel to the North line of said Outlot A for the point of beginning of the center line of a 50 foot wide roadway, 25 feet on either side of the following described line; thence North 86 Degrees 44 Minutes 21 Seconds East a distance of 386.31 feet; thence South 89 Degrees 44 Minutes 10 Seconds East a distance of 545.06 feet to the Easterly end of said 50 foot roadway, in Cook County, Illinois.

EXCEPTION PARCEL D:

That part of Outlot A in the Landings Planned Unit Development bounded and described as follows:

Beginning at the most Southeasterly corner of Lot 1 aforesaid, thence South 25 Degrees 14 Minutes 34 Seconds West on the Southwesterly prolongation of the Easterly line of said Lot 1, a distance of 50.0 feet; thence North 64 Degrees 45 Minutes 26 Seconds West a distance of 93.0 feet; thence South 25 Degrees 14 Minutes 34 Seconds West a distance of 82.32 feet; thence North 37 Degrees 48 Minutes 25 Seconds West a distance of 5.61 feet to an angle point of said Lot 1; thence North 25 Degrees 14 Minutes 34 Seconds East on a line of said Lot 1, a distance of 129.78 feet to an angle point of said Lot 1; thence South 64 Degrees 45

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Minutes 26 Seconds East on a line of said Lot 1, a distance of 98.0 feet to the point of beginning.

EXCEPTION PARCEL E:

That part of Outlot A in the Landings Planned Unit Development bounded and described as follows:

Beginning at the Northwesterly corner of Lot 1 aforesaid, thence North 64 Degrees 45 Minutes 26 Seconds West on the Northwesterly prolongation of the Northerly line of said Lot 1 a distance of 7.0 feet; thence South 25 Degrees 14 Minutes 34 Seconds West a distance of 180.0 feet to a point on a line of said Lot 1; thence South 64 Degrees 45 Minutes 26 Seconds East on a line of said Lot 1 a distance of 7.0 feet to an angle point of said Lot 1; thence North 25 Degrees 14 Minutes 34 Seconds East on a line of said Lot 1 a distance of 180.0 feet to the point of beginning.

EXCEPTION PARCEL F:

That part of Outlot A described as follows:

Commencing at the most Southwesterly corner of Lot 9; thence South 89 Degrees 44 Minutes 10 Seconds East in the South line of Lot 9 a distance of 14.75 feet to the point of beginning, thence continuing South 89 Degrees 44 Minutes 10 Seconds East a distance of 7.75 feet to the West line of Lot 8; thence South 0 Degrees 15 Minutes 50 Seconds West a distance of 168.5 feet; thence North 89 Degrees 44 Minutes 10 Seconds West a distance of 3.25 feet; thence North 0 Degrees 15 Minutes 50 Seconds East a distance of 168.5 feet to the point of beginning, all in the Landings Planned Unit Development, being a Subdivision of part of the Southwest Quarter of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Easements appurtenant to and for the benefit of Parcel 1 for the purposes of parking, ingress and egress, passage and accommodation of pedestrians, "Common Utility Facilities" and for "Common Area Improvements", as set forth, defined and limited in Section 2.2(a), 2.2(b), 2.2(c), 2.3 and 2.5 of that certain Declaration of Reciprocal Easements and Operating Covenants recorded August 16, 1985 as Document No. 85,149,087, as amended by First Amendment to said Declaration, recorded December 18, 1985 as Document No. 85,329,731, and as further amended by Second Amendment to said Declaration, recorded March 11, 1988 as Document No. 88,103,519, and as modified by Assumption Agreements recorded October 2, 1985 as Document 85,216,069, October 15, 1985 as Document No. 85,235,392, October 15, 1985 as Document No. 85,235,396, August 16, 1985 as Document No. 85,149,097 and August 16, 1985 as Document No. 85,149,098, over and across "Common Areas" as that term is defined and limited therein, excepting from said "Common Areas" those portions thereof falling within Parcel 1 hereinabove.

PARCEL 3:

Easements appurtenant to and for the benefit of Parcel 1 for all "construction", as defined in Section 4.1; maintenance and repair of Parcel 1 improvements and for storage of materials and equipment as set forth, defined and limited in Section 4.5 of the Declaration set forth in Parcel 2 hereinabove, as amended and assumed, over and across "Common Areas" as that term is defined and limited therein, excepting from said "Common Areas" those portions thereof falling within Parcel 1 hereinabove and/or falling within Lots 4 or 5 in said Landings Planned Unit Development.

Permanent Tax Numbers: 30-19-300-014 (Affects Lot 3) Volume: 225

30-19-300-018
(Affects Lot 7)

30-19-300-019
(Affects Lot 8)

30-19-300-020
(Affects Lot 9)

30-19-300-021
(Affects Lot 10)

30-19-300-022
(Affects Lot 11)

30-19-300-023
(Affects Lot 12)

30-19-300-024
(Affects Lot 13)

30-19-300-025
(Affects Lot 14)

30-19-300-026
(Affects Lot 15)

30-19-300-027
(Affects Lot 16)

30-19-300-028
(Affects Lot 17)

30-19-300-029
(Affects Outlot A)

30-19-300-030
(Affects Outlot B)

Common Address: The Landings Shopping Center
the northeast corner of Torrence Avenue
(Route 83) and 170th Street
Lansing, Illinois

This instrument was prepared by and
after recording return to:

Charles L. Edwards, Esq.
Rudnick & Wolfe
203 North LaSalle Street
Suite 1800
Chicago, Illinois 60601

93666500

EXHIBIT B

Other Loan Documents

1. Collateral Assignment of Beneficial Interest and Power of Direction dated May 5, 1988 from Beneficiary to Mortgagee and endorsed by Mortgagor;

2. Security Agreement dated May 5, 1988 between Beneficiary and Mortgagee;

3. Assignment of Operating Agreement dated May 5, 1988 from Mortgagor and Beneficiary to Mortgagee;

4. Assignment of Permits, Licenses, Approvals and Contracts dated May 5, 1988 from Beneficiary to Mortgagee;

5. Indemnification Agreement dated May 25, 1988 from Demetrios Dellaportas to Mortgagee;

6. Affidavit dated May 5, 1988 from Demetrios Dellaportas to Mortgagee; and

7. Affidavit dated August 12, 1993 from the General Partners of the Beneficiary to Mortgagee.

93666500

RIDER ATTACHED TO: Note and Mortgage

DATED: 8/17/93

This MORTGAGE/TRUST DEED is executed by **AMALGAMATED TRUST & SAVINGS BANK**, not personally but as Trustee as aforesaid, in the exercise of power and authority conferred upon and vested in it as such trustee (and said **AMALGAMATED TRUST & SAVINGS BANK**, hereby warrants that is possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said **AMALGAMATED TRUST & SAVINGS BANK** personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants either express or implied herein contained, including but not limited to warranties, indemnifications and hold harmless representations made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said **AMALGAMATED TRUST & SAVINGS BANK** personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any. In the event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

AMALGAMATED TRUST & SAVINGS, NOT INDIVIDUALLY, BUT AS TRUSTEE UNDER TRUST NO. 4951

BY: Michele Hofstra
Asst. VICE PRESIDENT

ATTEST: Edward C. Sweigard
ASSISTANT SECRETARY

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Michele Hofstra Asst., VICE PRESIDENT, of AMALGAMATED TRUST & SAVINGS BANK, and Ed Sweigard V.P., ASSISTANT SECRETARY, of said banking corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day, in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said banking corporation, did affix the said corporate seal of said banking corporation to said instrument as her own free and voluntary act, and as the free and voluntary act of said banking corporation as Trustee for the uses and purposes herein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS 17th DAY OF August, 19 93

"OFFICIAL SEAL"
CAROLE O'LEARY
Notary Public, State of Illinois
My Commission Expires 12/14/96

BY: Carole O'Leary
NOTARY PUBLIC

93666500

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