93820411

$ 53.00 CJ

Cross Reference: Assignment of Lease recorded as Instrument Number 85261573 in Cook County, Illinois;

AMENDATORY AGREEMENT

between

CHICAGO TITLE AND TRUST COMPANY, as trustee under Trust Agreement dated June 15, 1985, and known as Trust No. 1085200 ("Land Trustee");

ILLINOIS PARTNERS LIMITED PARTNERSHIP (formerly Six Anchors Limited Partnership), a Maryland limited partnership having its principal place of business and chief executive office c/o The Prime Group, Inc., 77 West Wacker Drive, Suite 3900, Chicago, Illinois 60601 ("Beneficiary"); and

THE TRUSTEES OF MELLON PARTICIPATING MORTGAGE TRUST COMMERCIAL PROPERTIES SERIES 85/10, a Massachusetts business trust, having its principal place of business and chief executive office c/o Mellon/McMahan Real Estate Advisors, Inc., 444 Market Street, Suite 2100, San Francisco, California 94111 ("Mortgagee").

After recording, please return to:

David E. Snediker
Paul, Hastings, Janofsky & Walker
Ninth Floor
1055 Washington Boulevard
Stamford, Connecticut 06901

This instrument was prepared by the above named attorney.

93820411

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COOK COUNTY, ILLINOIS
FILED FOR RECORD
93 OCT 13 PM 1:01

Lincoln Mall

BOX 333

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT (this "Agreement"), dated as of the 28th day of September, 1993 but effective as of January 1, 1993 (the "Effective Date"), between **CHICAGO TITLE AND TRUST COMPANY**, as trustee under Trust Agreement dated June 15, 1985, and known as Trust No. 1085200 ("Land Trustee"); **ILLINOIS PARTNERS LIMITED PARTNERSHIP**, formerly known as Six Anchors Limited Partnership, a Maryland limited partnership (hereinafter referred to as "Beneficiary"; the Land Trustee and Beneficiary are hereinafter collectively referred to as "Mortgagor"); and **THE TRUSTEES OF MELLON PARTICIPATING MORTGAGE TRUST COMMERCIAL PROPERTIES SERIES 85/10**, a Massachusetts business trust ("Mortgagee");

W I T N E S S E T H: That,

WHEREAS, Mortgagee made a loan (the "Loan") to Mortgagor, which loan is evidenced by that certain Mortgage Note dated October 31, 1985, in the original principal face amount of Sixty-Eight Million and No/100 Dollars ($68,000,000.00) made by Mortgagor to the order of Mortgagee (the "Original Note");

WHEREAS, the indebtedness evidenced by the Original Note is secured in part, by that certain (i) Mortgage (the "Mortgage") encumbering the real property described in Exhibit "A" attached hereto and incorporated herein by this reference, (ii) Assignment of Lease (the "Lease Assignment") and (iii) Security Agreement (the "Security Agreement"), all as described on Exhibit "B" attached hereto and incorporated herein by this reference;

WHEREAS, this Agreement is being made in connection with a restructuring and other transactions contemplated by that certain Master Agreement dated as of even date herewith by and among Beneficiary, Mortgagee, The Dial Corp, a Delaware corporation, and Greyhound-Dobbs Incorporated, a Delaware corporation, (the "Master Agreement");

WHEREAS, Mortgagor and Mortgagee have consolidated, amended and recast the indebtedness evidenced by the Original Note and have amended and restated the Mortgage;

WHEREAS, Mortgagor and Mortgagee desire to amend the Lease Assignment and Security Agreement in certain particulars;

NOW, THEREFORE, incorporating the foregoing recitals of facts and in consideration of TEN AND NO/100 DOLLARS ($10.00) in hand paid by Mortgagor to Mortgagee and the mutual promises and agreements contained herein, the parties hereto agree as follows:

93820411

1. Definitions. Except as otherwise provided herein, terms used herein which are not defined herein, but which are defined in the Amended and Restated Mortgage (as hereinafter defined) shall have the meanings given such terms therein.

2. Amended Note. As of the Effective Date hereof, the indebtedness evidenced by the Original Note has been consolidated, amended and recast and is now evidenced by (i) that certain Amended and Restated Mortgage Note (the "Amended Note") effective as of January 1, 1993 but dated as of September 28, 1993 made by Mortgagor to the order of Mortgagee in the original principal amount of Sixty-Eight Million and No/100 Dollars ($68,000,000.00) with final payment being due on January 1, 2013 and (ii) that certain Subordinate Promissory Note effective as of January 1, 1993 but dated as of September 28, 1993 made by Mortgagor to the order of Mortgagee in the original principal amount of $7,326,764.00.

3. Amended and Restated Mortgage. As of the Effective Date hereof, the Mortgage has been amended and restated and is now evidenced by that certain Amended and Restated Mortgage effective as of January 1, 1993 but dated as of September 28, 1993 made by Mortgagor in favor of Mortgagee (the "Amended and Restated Mortgage").

4. Amendments to Lease Assignment. As of the Effective Date, the Lease Assignment has been and is hereby amended as follows:

4.1 By deleting "Six Anchors Limited Partnership" wherever it appears therein and substituting in lieu thereof "Illinois Partners Limited Partnership".

4.2 By redefining the term "Assignment" as used in the Lease Assignment, so that from and after the Effective Date, the term "Assignment" shall mean and refer to the Lease Assignment, as amended by this Agreement.

4.3 By redefining the term "Lincoln Mall Mortgage" as used in the Lease Assignment, so that from and after the Effective Date, the term "Lincoln Mall Mortgage" shall mean and refer to the Amended and Restated Mortgage.

4.4 By redefining the term "Note" as used in the Lease Assignment, so that from and after the Effective Date, the term "Note" shall mean and refer to the Amended Note.

4.5 By amending the last paragraph appearing on the first page (and continuing on to the second page) of the Lease Assignment to read in its entirety as follows:

> NOW, THEREFORE, in consideration of the making of the Loan and other good and valuable consideration, the receipt of which is hereby acknowledged, Owner hereby transfers, assigns and sets over to Lender all of Owner's right, title and interest in and to (a) any and all leases, subleases, licenses, rental contracts and other agreements relating to the occupancy now existing or hereafter entered into and affecting the Premises, together with all guarantees, modifications, extensions and renewals thereof which now exist or

may hereafter be made, including, but not limited to, the CPS Lease (hereinafter collectively referred to as the Leases), and (b) any and all rents, issues, profits, income, lease rejection damages and proceeds due or to become due from tenants of the Premises, including but not limited to, rentals under all present and future Leases, together with all deposits of tenants thereunder, including without limitation, security deposits, now or hereafter held by Owner in connection with the Premises (hereinafter collectively referred to as the Rents), and Owner hereby represents and warrants to and covenants with Lender as follows:

4.6 By amending paragraph 5 on page 3 of the Lease Assignment to read in its entirety as follows:

5. Owner shall have a revocable license to collect and receive the Rents and to retain, use and enjoy the Rents. Such license may be revoked by Lender only upon default by Owner in the observance or performance of any of the terms, covenants or provisions of the Amended Note, the Lincoln Mall Mortgage or this Assignment on its part to be observed or performed and the continuance of such default beyond the expiration of any applicable grace or cure periods provided under such documents (hereinafter referred to as an Event of Default). Unless and until such license is so revoked, Owner agrees to apply the Rents to the payment of the Debt which is due and payable at the time of collection of such Rents before using any such Rents for any other purpose. Following the revocation of such license, Lender shall have the right, power and authority to use and apply the Rents received hereunder (a) for the purpose of any and all costs and expenses incurred in connection with enforcing or defending the terms of this Assignment or the rights of Lender hereunder, and collecting any Rents; and (b) for the operation and maintenance of the Premises and any improvements located thereon and the payment of all costs and expenses in connection therewith including, without limitation, the payment of (i) taxes, assessments, water charges and sewer rents and other governmental charges levied, assessed or imposed against the Premises or any part thereof, (ii) insurance premiums, (iii) costs and expenses with respect to any litigation affecting the Premises, the Leases or the Rents, and (iv) wages and salaries of employees, commissions of agents and attorneys' fees. After the payment of all such costs and expenses Lender shall apply all remaining Rents collected and received by it to the reduction of the Debt secured by the Lincoln Mall Mortgage, and any excess, after payment in full of the Debt, shall be released to Owner.

4.7 By amending the first two lines of paragraph 7 on page 3 of the Lease Assignment to read as follows:

7. Provided Lender shall have revoked the license granted to Owner pursuant to paragraph 5 hereof in accordance with the terms thereof, Lender shall have the right, subject to the provisions of the CPS Lease, to enter upon and take over. . .

4.8 By amending paragraph 7 on page 3 of the Lease Assignment to add the following after the last sentence thereof:

> Notwithstanding anything herein to the contrary, Lender shall not be obligated to perform or discharge, and Lender does not undertake to perform or discharge, any obligation, duty or liability with respect to the Leases or the Rents under or by reason of this Assignment. This Assignment shall not operate to place responsibility for the control, care, maintenance or repair of the Premises upon Lender, or to make Lender responsible or liable for any waste committed on the Premises by any tenant or other person, for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises, other than for Lender's gross negligence or willful misconduct.

4.9 By adding a second paragraph to paragraph 14 on page 5 of the Lease Assignment as follows:

> Notwithstanding the provisions of the immediately preceding paragraph, Beneficiary shall be and remain liable for any loss or damage suffered or incurred by Lender as a result of (but only to the extent of the loss or damage so suffered or incurred): (i) Beneficiary's misapplication of any proceeds of insurance and condemnation proceeds; (ii) Beneficiary's willful damage or destruction to the Premises; (iii) fraudulent conduct on the part of Beneficiary or any general partner of Beneficiary; and (iv) any security deposits advanced or prepaid rent applied by Beneficiary in violation of applicable law or the provisions of the Lincoln Mall Mortgage.

4.10 By adding a new section to the Lease Assignment on page 6 to be designated as paragraph 20 as follows:

> 20. Upon request of Lender, Owner shall execute and deliver to Lender, such further instruments as Lender may reasonably deem necessary to effect this Assignment and the covenants of Owner contained herein.

4.11 By adding a new section to the Lease Assignment on page 6 to be designated as paragraph 21 as follows:

> 21. The parties acknowledge and agree that, during the term of that certain Lease/Sale Agency Agreement effective as of January 1, 1993 but dated as of September 28, 1993 by and among Beneficiary, Lender and The Dial Corp (the "Lease/Sale Agency Agreement"), certain of the rights and remedies of the parties set forth in this Assignment are impacted and modified by such Lease/Sale Agency Agreement and that with respect to any inconsistency between the rights, remedies and obligations set forth in this Assignment and those set forth in the Lease/Sale Agency Agreement, the Lease/Sale Agency Agreement shall control.

4.12 By adding a new section to the Lease Assignment on page 6 to be designated as paragraph 22 as follows:

22. The assignment of leases contained herein is made upon the express condition that if Owner shall well and truly pay to Lender the Debt at the time and in the manner provided in the Amended Note and the Lincoln Mall Mortgage, and shall well and truly abide by and comply with each and every covenant and condition set forth herein and in the Lincoln Mall Mortgage and the Amended Note, then the assignment contained herein shall cease and terminate and be void.

5. Amendments to Security Agreement. As of the Effective Date, the Security Agreement has been and is hereby amended as follows:

5.1 By deleting "Six Anchors Limited Partnership" wherever it appears therein and substituting in lieu thereof "Illinois Partners Limited Partnership".

5.2 By redefining the term "Agreement" as used in the Security Agreement, so that from and after the Effective Date, the term "Agreement" shall mean and refer to the Security Agreement, as amended by this Agreement.

5.3 By redefining the term "Mortgage" as used in the Security Agreement, so that from and after the Effective Date, the term "Mortgage" shall mean and refer to the Amended and Restated Mortgage.

5.4 By redefining the term "Note" as used in the Security Agreement, so that from and after the Effective Date, the term "Note" shall mean and refer to the Amended Note.

5.5 By adding a second paragraph to paragraph 14 on pages 6-7 of the Security Agreement as follows:

Notwithstanding the provisions of the immediately preceding paragraph, Beneficiary shall be and remain liable for any loss or damage suffered or incurred by Lender as a result of (but only to the extent of the loss or damage so suffered or incurred): (i) Beneficiary's misapplication of any proceeds of insurance and condemnation proceeds; (ii) Beneficiary's willful damage or destruction to the Collateral; (iii) fraudulent conduct on the part of Beneficiary or any general partner of Beneficiary; and (iv) any security deposits advanced or prepaid rent applied by Lender in violation of applicable law or the provisions of the Mortgage.

5.6 By adding a new section to the Security Agreement on page 8 to be designated as paragraph 21 as follows:

21. The parties acknowledge and agree that, during the term of that certain Lease/Sale Agency Agreement effective as of January 1, 1993 but dated as of September 28, 1993 by and between Beneficiary, Lender and The Dial Corp certain of

the rights and remedies of the parties set forth in this Agreement are impacted and modified by such Lease/Sale Agency Agreement and that with respect to any inconsistency between the rights, remedies and obligations set forth in this Agreement and those set forth in the Lease/Sale Agency Agreement, the Lease/Sale Agency Agreement shall control.

6. Amendments to Other Loan Documents.

6.1 As of the Effective Date, the other Loan Documents have been and are hereby amended by redefining all references therein to the "Note", the "Mortgage" and the "Lease Assignment" so that such terms shall mean and refer to the Amended Note, the Lease Assignment, as amended by this Agreement, and the Amended and Restated Mortgage.

6.2 As of the Effective Date, the Loan Documents have been and are hereby amended by redefining all references therein to "Six Anchors Limited Partnership" to read "Illinois Partners Limited Partnership".

6.3 As of the Effective Date, the other Loan Documents have been and are hereby amended by providing within such other Loan Documents that certain of the rights and remedies of the parties set forth in such Loan Documents may be affected and modified by that certain Lease/Sale Agency Agreement effective as of January 1, 1993 but dated as of September 28, 1993 by and among Beneficiary, Mortgagee and The Dial Corp (the "Lease/Sale Agency Agreement") and that with respect to any inconsistency between the rights, remedies and obligations set forth in such Loan Documents and those set forth in the Lease/Sale Agency Agreement, the Lease/Sale Agency Agreement shall control.

7. Brokerage Commission. Mortgagor and Mortgagee each represent and warrant to the other that it has incurred no liability for any brokerage commission or finder's fee arising from or relating to the transactions contemplated by the Master Agreement. Mortgagor and Mortgagee each hereby agrees to indemnify and protect, defend and hold harmless the other party from and against all liability, cost, damage or expense (including, without limitation, attorneys' fees and costs incurred in connection therewith) on account of any brokerage commission or finder's fee in connection with this transaction and the indemnifying party's dealings with such broker.

8. Estoppel. As a material inducement to Mortgagee hereunder, Mortgagor hereby warrants, represents and certifies to Mortgagee as of the Effective Date that the Amended Note, Amended and Restated Mortgage and the other Loan Documents, all as amended hereby, are in all respects the legal, valid and binding obligations of Mortgagor, enforceable against Mortgagor in accordance with their respective terms and free from any and all infirmities, defenses or counterclaims of any nature whatsoever, subject to applicable bankruptcy, insolvency, liquidation, receivership, moratorium, reorganization or other similar debtor relief laws relating to or affecting the enforcement of creditor's rights generally. Nothing contained in this Agreement shall be deemed to release, terminate or subordinate any lien, security interest or

assignment created or evidenced by the Amended and Restated Mortgage or the Lease Assignment.

9. No Novation. Nothing herein shall be construed to alter or affect the priority of the lien or title created by the Amended and Restated Mortgage or any other Loan Document, it being the expressly declared intention of the parties hereto that no novation of any Loan Document be created hereby.

10. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto, their heirs, executors, successors and assigns.

11. Liability of Mortgagor. Notwithstanding anything to the contrary contained in the Loan Documents, the liability and obligation of Beneficiary or any partner of Beneficiary to perform and observe and make good the obligations contained in this Agreement shall not be enforced by any action or proceeding wherein damages or any money judgment shall be sought against Beneficiary or any partner of Beneficiary, except a foreclosure action against the Mortgaged Property, but any judgment in any such foreclosure action shall be enforceable against Beneficiary or any partner of Beneficiary only to the extent of Beneficiary's, or any partner of Beneficiary's, interest in the assets of the trust established by the Land Trust Agreement (as defined in the Amended and Restated Mortgage) and in the Mortgaged Property and in the income therefrom and Mortgagee, by accepting the Amended Note and the Amended and Restated Mortgage, irrevocably waives any and all right to sue for, seek or demand any deficiency judgment against Beneficiary or any partner of Beneficiary in any such foreclosure action, under or by reason of or under or in connection with the Amended Note or the Amended and Restated Mortgage.

Notwithstanding the provisions of the immediately preceding paragraph, Beneficiary shall be and remain liable for any loss or damage suffered or incurred by Mortgagee as a result of (but only to the extent of the loss or damage so suffered or incurred): (i) Beneficiary's misapplication of any proceeds of insurance and condemnation proceeds as required by the Amended and Restated Mortgage or any of the Loan Documents; (ii) Beneficiary's willful damage or destruction to the Mortgaged Property; (iii) fraudulent conduct on the part of Beneficiary or any general partner of Beneficiary; or (iv) any security deposits advanced or prepaid rent applied by Mortgagor in violation of applicable law or the provisions of the Amended and Restated Mortgage.

12. Liability of Land Trustee. Notwithstanding anything to the contrary contained in the Loan Documents, the Loan Documents have been executed by Land Trustee, not personally, but in its capacity as trustee under the Land Trust Agreement, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Land Trustee personally to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder, and that the owner or owners of any indebtedness accruing hereunder shall look solely to the Mortgaged Property for the payment thereof, by the enforcement of Mortgagee's

rights and remedies herein contained, in the manner herein and in the Amended Note provided, by enforcement of equitable remedies available to Mortgagee, and by action against any other security given to secure payment of the Amended Note.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same agreement.

14. Choice of Law. This Agreement shall be determined as to its validity, construction, effect and enforcement, and in all other respects of the same or different nature, under the laws of the State of Illinois.

15. Relationship of Parties. Mortgagor and Mortgagee intend that the relationship created hereunder and under the Loan Documents be solely that of borrower and lender. Nothing herein is intended to create, nor shall create nor be deemed to create a joint venture, partnership or tenancy relationship between Mortgagor and Mortgagee nor to grant Mortgagee any interest in the Mortgaged Property other than that of mortgagee or lender.

16. Further Assurances. From time to time, each party will execute and deliver in recordable form, if necessary, such further instruments and will take such other action as the other party reasonably may request in order to discharge and perform their obligations and agreements under this Agreement.

17. Master Agreement. The parties acknowledge and agree that the modifications contemplated by this Agreement are being made in connection with the transactions contemplated in the Master Agreement.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement under seal as of the day and year first above written.

MORTGAGOR:

ILLINOIS PARTNERS LIMITED PARTNERSHIP

By: DWT Venture, Incorporated, General Partner

By: _____
Title: President

[CORPORATE SEAL]

By: _____
Dennis W. Townsend, General Partner

By: Retail Partners, Inc., General Partner

By: _____
Title: Vice President

[CORPORATE SEAL]

CHICAGO TITLE AND TRUST COMPANY, as trustee under a Trust Agreement dated June 15, 1985, and known as Trust No. 1085200

By: _____
Name: MELANIE M. HINDS
Title: [redacted]

MORTGAGEE:

THE TRUSTEES OF MELLON PARTICIPATING MORTGAGE TRUST COMMERCIAL PROPERTIES SERIES 85/10

By: _____
Name: John McMahan
Title: Chairman and CEO

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and the State aforesaid, DO HEREBY CERTIFY, that the above named Dennis Townsend as President of DWT VENTURE, INCORPORATED, a Maryland corporation, a general partner of Illinois Partners Limited Partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation as general partner of Illinois Partners Limited Partnership for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of September 1993.

Kathleen Shuster
Notary Public

My Commission expires:

Feb. 1, 1997

"OFFICIAL SEAL"
KATHLEEN SHUSTER
Notary Public, State of Illinois
My Commission Expires Feb. 1, 1997

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and the State aforesaid, DO HEREBY CERTIFY, that the above named DENNIS W. TOWNSEND, a general partner of Illinois Partners 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 that he signed and delivered the said instrument as his own free and voluntary act as general partner of Illinois Partners Limited Partnership for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of Sept. 1993.

Kathleen Shuster
Notary Public

My Commission Expires:

Feb. 1, 1997

"OFFICIAL SEAL"
KATHLEEN SHUSTER
Notary Public, State of Illinois
My Commission Expires Feb. 1, 1997

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and the State aforesaid, DO HEREBY CERTIFY, that the above named Jeffrey A. Patterson as Vice President of RETAIL PARTNERS, INC., an Illinois corporation, a general partner of Illinois Partners Limited Partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, as general partner of Illinois Partners Limited Partnership for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of September, 1993.

Kathleen Shuster
Notary Public

My Commission expires:

Feb 1, 1997

"OFFICIAL SEAL"
KATHLEEN SHUSTER
Notary Public, State of Illinois
My Commission Expires Feb. 1, 1997

93820411

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, and the State aforesaid, DO HEREBY CERTIFY that MELANIE M. HINDS, who is ASSISTANT VICE PRESIDENT of CHICAGO TITLE AND TRUST COMPANY, and _____, who is _____ Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such AVP and _____ Secretary, respectively, and personally known to be such AVP and _____ Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary acts as such AVP and _____ Secretary, as aforesaid, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30 day of Sep, 1993.

Ann L. Rombino
Notary Public

"OFFICIAL SEAL"
ANN L. ROMBINO
Notary Public, State of Illinois
DU PAGE COUNTY, ILLINOIS
My Commission Expires Aug. 2, 1995

My Commission Expires:

93820411

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, and the State aforesaid, DO HEREBY CERTIFY that John McMahon, who is a TRUSTEE OF MELLON PARTICIPATING MORTGAGE TRUST COMMERCIAL PROPERTIES SERIES 85/10, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee and personally known to be such Trustee, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Trustee, as aforesaid, and as the free and voluntary act of said Trust, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of September, 1993.

Kathleen Shuster
Notary Public

My Commission Expires:

Feb. 1, 1997

"OFFICIAL SEAL"
KATHLEEN SHUSTER
Notary Public, State of Illinois
My Commission Expires Feb. 1, 1997

93820411

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Lincoln

EXHIBIT A
(Description of Premises)

Lincoln Highway/Cicero Avenue
Matteson, Illinois
Cook County
PIN 31-22-300-023

PARCEL 1:

LOT 2 IN LINCOLN MALL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE RECIPROCAL AND NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS, PARKING OF VEHICLES, PASSAGE AND ACCOMMODATION OF PEDESTRIANS, THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF STORM AND SANITARY SEWERS, WATER LINES AND GAS MAINS, ELECTRICAL POWER LINES, TELEPHONE LINES AND OTHER UTILITY LINES, STORM WATER RETENTION BASIN, FIRE PROTECTION WATER STORAGE TANK AND PUMPHOUSE FACILITIES, THE CONSTRUCTION, RECONSTRUCTION, ERECTION AND MAINTENANCE OF COMMON FOUNDATIONS, FOOTINGS, SUPPORTS, CANOPIES, ROOFS, BUILDING AND OTHER OVERHANGS, AWNINGS, ALARM BELLS, SIGNS, LIGHTS AND LIGHTING DEVICES, UTILITY VAULTS AND OTHER SIMILAR APPURTENANCES, AND FOR THE PURPOSE OF THE DEVELOPMENT AND CONSTRUCTION OR RECONSTRUCTION OF IMPROVEMENTS, CREATED AND GRANTED AS APPURTENANCES TO THE AFOREDESCRIBED PARCEL 1, ALL CREATED, DEFINED AND LIMITED BY THAT CERTAIN RECIPROCAL CONSTRUCTION OPERATION AND EASEMENT AGREEMENT DATED MARCH 7, 1972 AND RECORDED ON MARCH 24TH 1972 AS DOCUMENT NUMBER 21846183 BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 4, 1971 AND KNOWN AS TRUST NUMBER 57420, CARSON PIRIE SCOTT AND COMPANY, A DELAWARE CORPORATION, J. C. PENNY PROPERTIES, INC., A DELAWARE CORPORATION, MONTGOMERY WARD DEVELOPMENT CORPORATION, A DELAWARE CORPORATION AND WIEBOLDT STORES, INC., AN ILLINOIS CORPORATION, IN, ON, OVER, UPON AND UNDER LOTS 1, 3, 4, 5 AND 6 IN LINCOLN MALL SUBDIVISION AFORESAID AS SHOWN ON THE PLAT PLAN ATTACHED TO SAID RECIPROCAL CONSTRUCTION OPERATION AND EASEMENT AGREEMENT

PARCEL 3:

THE RECIPROCAL AND NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS AND FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF STORM AND SANITARY SEWERS, WATER LINES AND GAS MAINS, ELECTRICAL POWER LINES, TELEPHONE LINES AND OTHER UTILITY LINES, CREATED AND GRANTED AS APPURTENANCES TO THE AFOREDESCRIBED PARCEL 1, ALL CREATED, DEFINED AND LIMITED BY THE CERTAIN TOTAL SITE AGREEMENT DATED MARCH 7, 1972 AND RECORDED MARCH 24, 1972 AS DOCUMENT 21846182 BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 4, 1971 AND KNOWN AS TRUST NUMBER 57420, CARSON PIRIE SCOTT AND COMPANY, A DELAWARE CORPORATION, MONTGOMERY WARD DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, WIEBOLDT STORES, INC., AN ILLINOIS CORPORATION, AND CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 30, 1971 AND KNOWN AS TRUST NUMBER 57855, IN, ON, OVER, UPON AND UNDER LOTS 1, 3, 4, 5, 8, 9, 10, 11 AND 12 IN LINCOLN MALL SUBDIVISION AFORESAID AS SHOWN ON THE PLOT PLAN ATTACHED TO THE SAID TOTAL SITE AGREEMENT

EXHIBIT "B"

MORTGAGE

Mortgage dated as of October 31, 1985 in the principal sum of $68,000,000 given by Chicago Title and Trust Company, as trustee and Six Anchors to Mortgagee covering the fee estate in certain premises in Matteson, Illinois more particularly described therein, which Mortgage was recorded on October 31, 1985 as Instrument Number 85261571.

LEASE ASSIGNMENT

Assignment of Lease dated as of October 31, 1985 between Chicago Title and Trust Company, Six Anchors and Mortgagee covering the premises in Matteson, Illinois more particularly described therein, which Assignment of Lease was recorded on October 31, 1985 as Instrument Number 85 261573.

SECURITY AGREEMENT

Security Agreement between Six Anchors and Mortgagee securing the collateral set forth therein which Security Agreement was dated as of October 31, 1985.

PREPARED BY AND
RECORD AND RETURN TO:

Paul, Hastings, Janofsky & Walker
Ninth Floor
1055 Washington Boulevard
Stamford, Connecticut 06901
Attention: David E. Snediker

93820411