93820414

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

and

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

TO

THE DIAL CORP, a Delaware corporation, having its principal place of business and chief executive office at 1850 North Central Avenue, Phoenix, Arizona 85077

SECOND MORTGAGE
(Lincoln Mall)

Effective: as of January 1, 1993
dated as of September 28, 1993

Location: Lincoln Highway/Cicero Avenue
Matteson, Illinois

Permanent Tax No. 31-22-300-023

PREPARED BY AND
RECORD AND RETURN TO:

GIBSON, DUNN & CRUTCHER
2029 Century Park East
Suite 4200
Los Angeles, California 90067-3026
Attention: Madeleine A. Kleiner, Esq.

93820414

6080164.6 100793 1657C 93066058

SECOND MORTGAGE
(Fee)

THIS SECOND MORTGAGE (this "Mortgage"), made as of January 1, 1993, but dated as of September 28, 1993, between CHICAGO TITLE AND TRUST COMPANY, as trustee ("Land Trustee") under Trust Agreement dated June 15, 1985, and known as Trust No. 1085200 ("Land Trust Agreement"), and ILLINOIS PARTNERS LIMITED PARTNERSHIP, a Maryland limited partnership, formerly known as Six Anchors Limited Partnership, having as its principal place of business and principal office c/o The Prime Group, Inc., 77 West Wacker Drive, Suite 3900, Chicago, Illinois 60601 ("Beneficiary"; hereinafter collectively with the Land Trustee referred to as "Mortgagor") and THE DIAL CORP, a Delaware corporation, having an office at 2850 North Central Avenue, Phoenix, Arizona 85077 ("Mortgagee");

W I T N E S S E T H:

To secure the following (collectively referred to herein as the "Obligations"): (i) the performance by Beneficiary of its obligations under that certain Lease/Sale Agency Agreement (hereinafter referred to as the "Lease/Sale Agency Agreement") effective as of January 1, 1993, but dated as of September 28, 1993, among Beneficiary, Mortgagee and THE TRUSTEES OF MELLON PARTICIPATING MORTGAGE TRUST COMMERCIAL PROPERTIES SERIES 85/10, a Massachusetts business trust ("Agent"), (ii) the payment of that certain fee ("Guaranty Fee") if any, that may become due from Beneficiary to Mortgagee described in Section 7 of that certain Three Party Creditor Agreement among Beneficiary, Agent and Mortgagee effective as of January 1, 1993, but dated as of September 28, 1993 ("Creditor Agreement"), (iii) any and all expenses incurred by Mortgagee incident to the collection of the obligations secured hereby and the foreclosure hereof by action in any court, and (iv) the full and prompt payment and performance of any and all obligations or covenants of Mortgagor to Mortgagee under the terms of this Mortgage;

Mortgagor has mortgaged, given, granted, bargained, sold, alienated, enfeoffed, conveyed, confirmed and assigned and by these presents does mortgage, give, grant, bargain, sell, alienate, enfeoff, convey, confirm and assign unto Mortgagee all right, title and interest of Mortgagor now owned, or hereafter acquired, in and to the property described in Exhibit "A" attached hereto (hereinafter referred to as the "Premises") and the buildings and improvements now or hereafter located thereon (hereinafter referred to as the "Improvements"), subject to the permitted exceptions listed in Exhibit E attached hereto and incorporated herein by this reference ("Permitted Exceptions");

TOGETHER WITH all right, title and interest of Mortgagor now owned, or hereafter acquired, in and to the following property, rights and interests (the Premises and the Improvements together with such property, rights and interests being hereinafter collectively called the "Mortgaged Property"), subject to the Permitted Exceptions:

(a) all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditament, and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Mortgaged Property and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof;

(b) all machinery, apparatus, equipment, fittings, fixtures and other property of every kind and nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Mortgaged Property, or appurtenances thereto, and usable in connection with the present or future operation and occupancy of the Mortgaged Property and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Mortgaged Property (hereinafter collectively referred to as the "Equipment"), and the right, title and interest of Mortgagor in and to any of the Equipment which may be subject to any security agreements (as defined in the Uniform Commercial Code of the State in which the Premises are located), superior in lien to the lien of this Mortgage;

(c) subject to the provisions of any Permitted IPLP Lease of the Mortgaged Property, all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Mortgaged Property, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said right), or for any other injury to or decrease in the value of the Mortgaged Property;

(d) all leases and other agreements affecting the use or occupancy of the Mortgaged Property or any portion thereof, now or hereafter entered into, including, but not limited to, that certain lease dated October 31, 1985 by and between Land Trustee and Beneficiary, jointly, as landlord and CPS Realty Partnership ("CPS Realty"), as tenant, demising the portion of the Mortgaged Property more particularly described therein (as such lease may be amended from time to time hereinafter referred to as the "CPS Lease") and all rents, issues, income, revenues, royalties, security deposits and profits now or in the future payable with

respect to or otherwise derived from the Mortgaged Property or the ownership, use, management, operation, leasing or occupancy of the Mortgaged Property, including those past due and unpaid (hereinafter collectively referred to as the "Rents") and any and all lease rejection damages arising under 11 USC §502(b)(6) in connection with any lease other than the CPS Lease;

(e) subject to the provisions of any Permitted IPLP Lease, all proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property;

(f) without limiting any rights of Beneficiary or Mortgagee pursuant to Section 3(b) of the Lease/Sale Agency Agreement and subject to the provisions of any Permitted IPLP Lease, the right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Mortgagee in the Mortgaged Property;

(g) all present and future right, title and interest of Mortgagor in and to all accounts, general intangibles, chattel paper, deposit accounts, money, instruments and documents (as those terms are defined in the Uniform Commercial Code of the State in which the Premises are located (the "UCC")) and all other agreements, obligations, rights and written materials (in each case whether existing now or in the future) now or in the future relating to or otherwise arising in connection with or derived from the Mortgaged Property or any part thereof, or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing, occupancy, sale or financing of the Mortgaged Property or any part thereof, including, to the extent assignable, (i) permits, approvals and other governmental authorizations, (ii) improvement plans and specifications and architectural drawings, (iii) agreements with contractors, subcontractors, suppliers, project managers and supervisors, designers, architects, engineers, sales agents, leasing agents, consultants and property managers, (iv) takeout, refinancing and permanent loan commitments, (v) warranties guaranties, indemnities and insurance policies (including insurance policies obtained in accordance with this Mortgage), together with insurance payments and unearned insurance premiums, (vi) claims, demands, awards, settlements and other payments arising or resulting from or otherwise relating to any insurance or any loss or destruction of, injury or damage to, trespass on or taking, condemnation (or conveyance in lieu of condemnation) or public use of any of the Mortgaged Property, (vii) any cash collateral account maintained pursuant to any of the Transaction Documents (other than amounts in the Rent Differential Account in

excess of any amounts in the Pre-Petition Expense Reserve and the amount of the Lien Reserve remaining after payment of the taxes and other items for which the Lien Reserve was established), and any amounts deposited by Mortgagor with Mortgagee which are to be held in any such cash collateral account, (viii) leases, rental agreements, license agreements, service and maintenance agreements, purchase and sale agreements and purchase options, together with advance payments, security deposits and other amounts paid to or deposited with Mortgagor under any such agreements, (ix) reserves, deposits, bonds, deferred payments, refunds, rebates, discounts, cost savings, escrow proceeds, sale proceeds and other rights to the payment of money, trade names, trademarks, goodwill and all other types of intangible personal property of any kind or nature, and (x) all supplements, modifications, amendments, renewals, extensions, proceeds, replacements and substitutions of or to any of such property (all machinery, apparatus, Equipment, fittings, fixtures, articles of personal property, contract rights, accounts and general intangibles either referred to or described in this Mortgage or in any way connected with the use and enjoyment of the Mortgaged Property is sometimes hereinafter referred to collectively as the "Personal Property");

(h) any and all lease rejection damages arising under 11 USC §502 (b) (6) in connection with those certain actions styled In re P.A. Bergner & Co. Holding Company, et al., which are presently pending in the United States Bankruptcy Court of the Eastern District of Wisconsin, as Case Nos. 91-05501 RAE through 91-05516 RAE and 93-20736 RAE; and

(i) all cash or non-cash proceeds of the collateral described above.

TO HAVE AND TO HOLD the above granted and described Mortgaged Property unto and to the proper use and benefit of Mortgagee, and the successors and assigns of Mortgagee, forever.

PROVIDED, ALWAYS, and these presents are upon this express condition, if Mortgagor shall well and truly satisfy all of the Obligations, then these presents and the estate hereby granted shall cease, determine and be void.

AND Mortgagor covenants with and represents and warrants to Mortgagee as follows:

1. Payment of Obligations. Mortgagor will pay the Obligations at the time and in the manner provided for its payment in the Creditor Agreement and in this Mortgage.

2. Knowledge of Certain Matters. Beneficiary represents and warrants to Mortgagee that, to the best of Beneficiary's actual knowledge (but without any independent investigation):

(a) Land Trustee holds fee title to the Premises and Improvements, and Beneficiary holds the beneficial interest in the trust of which Land Trustee serves as trustee, subject only to the Permitted Exceptions and any environmental lien which may arise by operation of law as a result of any matter or condition disclosed in or that may be inferred or implied from any environmental report, study or evaluation previously made available to Mortgagee or its representatives;

(b) There is no material violation, nor any notice or record of material violation, of any zoning, building or other similar statute, ordinance, or governmental regulation or restriction concerning any of the Mortgaged Property or the use thereof which has not been satisfied, cured or withdrawn; and

(c) Except as may be disclosed in or inferred or implied from any environmental report, study or evaluation previously made available to Mortgagee or its representatives no Hazardous Substance has been used, generated, manufactured, produced, stored, released, discharged or disposed of on, under, from or about any of the Mortgaged Property in violation of Environmental Laws, and Beneficiary has not received any notice of any violation of any Environmental Laws, nor incurred any previous liability therefor.

3. Condemnation.

(a) Notwithstanding any Taking (as hereinafter defined) by any public or quasi-public authority through eminent domain or otherwise, Mortgagor shall continue to be obligated to pay the Obligations at the time and in the manner provided for its payment in the Creditor Agreement and this Mortgage. The term "Taking" as used in this Mortgage shall mean a transfer during the term hereof of all or any part of the Mortgaged Property or any interest therein or right accruing thereto, as the result of or in lieu of or in anticipation of the exercise of the right of appropriation, confiscation, condemnation or eminent domain, or a change of grade during the term hereof affecting the Mortgaged Property or any part thereof. If all or any portion of the Mortgaged Property is subject to a Taking (as hereinafter defined) and if any Guaranty Fee or the amount of any other Obligations have been determined, whether judicially or by agreement of Beneficiary and Mortgagee to be due ("Liquidated Obligations") any award or payment resulting from such Taking shall be paid to and applied by Mortgagee toward the payment of the Guaranty Fee and the amount of Liquidated Obligations.

(b) If any good faith dispute exists between Beneficiary and Mortgagee with respect to the amount of the Obligations then due under this Mortgage, Mortgagee and Beneficiary shall agree upon the dollar amount of the proceeds which constitutes a good faith estimate of the amount in dispute and such portion of any award or payment resulting from such Taking (other than amounts paid to Mortgagee pursuant to subsection (a) above) ("Reserved Amount") shall be deposited in an escrow account with a neutral third party to be held until a resolution of such dispute is reached (whether judicially or by agreement of the parties), and thereafter, subject to any rights of the holder of the First Mortgage (as defined below) or any tenant under a Permitted Lease (as defined in the First Mortgage), the balance shall be released to Mortgagor. After such dispute is resolved, the amount of the Obligations determined to be due (together with the interest on such amount which was actually earned thereon while in the escrow account) shall be paid to Mortgagee from the Reserved Amount and, subject to any rights of the holder of the First Mortgage or any tenant under a Permitted Lease, the balance, if any, of the Reserved Amount (together with any interest actually earned thereon while in the escrow account) shall be released to Mortgagor. The party against whom the dispute was resolved shall pay any escrow fees incurred, but if both parties shall receive a share of the Reserved Amount, the escrow fee shall be divided between them such that each party pays their Allocable Percentage of the total escrow fee. As to any party, its "Allocable Percentage" shall be a percentage derived from a fraction in which the numerator is the share of the Reserved Amount ultimately received by the other party and the denominator is the total Reserved Amount.

(c) If no Obligations are due or disputed, the dollar amount of any awards or payment resulting from such Taking shall be paid to Mortgagor.

4. Leases and Rents. Subject to the terms of this paragraph, Mortgagee waives the right to enter the Mortgaged Property for the purpose of collecting the Rents, and grants Mortgagor the right to collect the Rents. After an Event of Default, Mortgagor shall hold the Rents paid to Mortgagor thereafter, or an amount sufficient to discharge all current sums due on the Obligations, in trust for use in payment of the Obligations. The right of Mortgagor to collect the Rents may be revoked by Mortgagee upon any Event of Default by Mortgagor under this Mortgage by giving notice of such revocation to Mortgagor. Following such notice Mortgagee may retain and apply the Rents toward payment of the Obligations in such priority and proportions as Mortgagee, in its discretion, shall deem proper, or to the operation, maintenance and repair of the Mortgaged Property. Mortgagor shall not, without the consent of Mortgagee make, or suffer to be made, any lease of the Property other than

a Permitted IPLP Lease or cancel or modify any Permitted IPLP Leases, or accept prepayments of installments of the Rents for a period of more than one (1) month in advance or further assign the whole or any part of the Rents. Mortgagor shall (a) fulfill or perform each and every provision of the Permitted IPLP Leases on the part of Mortgagor to be fulfilled or performed, (b) promptly send copies of all notices of default which Mortgagor shall send or receive under the Permitted IPLP Leases to Mortgagee, and (c) enforce, short of termination of the Permitted IPLP Leases (except as may be expressly permitted pursuant to the terms thereof and Section 3(b)(ii) of the Lease/Sale Agency Agreement), the performance or observance of the provisions thereof by the tenants thereunder. In addition to the rights which Mortgagee may have herein, after an Event of Default under this Mortgage, Mortgagee, at its option, may require Mortgagor to pay monthly in advance to Mortgagee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property as may be actually occupied by Mortgagor or an affiliate of Mortgagor. Upon default in any such payment, Mortgagor will vacate and surrender possession of the Mortgaged Property to Mortgagee, or to such receiver and, in default thereof, Mortgagor may be evicted by summary proceedings or otherwise. Nothing contained in this paragraph shall be construed as imposing on Mortgagee any of the obligations of the lessor under the Permitted IPLP Leases.

5. Transfer or Encumbrance of the Mortgaged Property.

(a) Except as permitted pursuant to Section 13(d) of the Lease/Sale Agency Agreement, no part of the Mortgaged Property and no part or any interest in the Land Trust Agreement shall in any manner be further encumbered, sold, transferred or conveyed, or permitted to be further encumbered, sold, transferred or conveyed without the consent of Mortgagee. The provisions of this paragraph shall apply to each and every such further encumbrance, sale, transfer or conveyance, regardless of whether or not Mortgagee has consented to, or waived by its action or inaction its rights hereunder with respect to any such previous further encumbrance, sale, transfer or conveyance. Notwithstanding anything to the contrary contained in this paragraph, the consent of Mortgagee shall not be required in connection with any voluntary or involuntary transfer or sale of or the grant of any security interest in a partnership interest in Beneficiary and Mortgagee acknowledges and agrees that the Mortgaged Property may be transferred or conveyed upon compliance with all of the provisions set forth in paragraph 36 hereof with respect to the Exchange Property. Notwithstanding the foregoing, the Mortgaged Property may be conveyed and/or the Beneficiary's interest in the Land Trust Agreement may be assigned or conveyed subject to this Mortgage, without cost or penalty, upon the satisfaction of the following terms: (i) the purchaser acquires

the entire interest of Mortgagor in all of the Properties or in all of the Land Trust Agreements (or in any combination thereof); (ii) such purchaser acknowledges, by documents reasonably acceptable to Mortgagee, that such purchaser is bound by all of the terms of this Mortgage, the Lease/Sale Agency Agreement and the Transaction Documents; and (iii) such purchaser expressly assumes all of Mortgagor's obligations under the Lease/Sale Agency Agreement, this Mortgage and the Transaction Documents through an assumption agreement in form and content reasonably acceptable to Mortgagee. For purposes hereof, the term "Properties" shall mean and include the properties granted as security under those Mortgages identified on Exhibit "B" hereto and the "Land Trust Agreements" shall mean those Land Trust Agreements identified on Exhibit "C" attached hereto.

6. Notice. All notices, requests, demands and other communications required or permitted hereunder (a "Notice") shall be sent in writing, and shall be sent or communicated (i) by personal delivery, (ii) by nationally recognized overnight courier, or (iii) by facsimile transmission, and shall be sent or delivered to the applicable party at the address indicated below or at such other address in the continental United States as shall be designated by such party in a Notice delivered in accordance with this paragraph 6. Any Notice given to any party hereunder shall be given to all parties hereto. Any Notice shall be effective upon the parties set forth below upon receipt or deemed receipt by the last party listed below receiving or deemed to have received such Notice. Receipt of any Notice hereunder shall be deemed to have occurred (i) if personally delivered or sent by overnight courier during normal business hours (whether successful or unsuccessful so long as the courier made a good faith attempt to effect delivery) if tendered for delivery before 2:00 P.M. at the location of delivery on a Business Day, and if not tendered before 2:00 P.M. or on a Business Day, on the next Business Day thereafter; or (ii) if sent by facsimile transmission, on the date transmitted (as evidenced by electronic confirmation) if transmitted before 2:00 P.M. at the location of receipt on a Business Day, and if not transmitted before 2:00 P.M. or on a Business Day thereafter. Notices shall be addressed and telecopied as follows:

If to Mortgagor:

Illinois Partners Limited Partnership
c/o The Prime Group, Inc.
77 West Wacker Drive, Suite 3900
Chicago, Illinois 60601
Attention: Jeffrey A. Patterson and Robert J. Rudnik
Fax No.: (312) 782-5867

with a copy to:

Dennis W. Townsend
210 West Pennsylvania Avenue, Suite 610
Towson, Maryland 21204
Fax No.: (410) 321-1901

If to Mortgagee:

The Dial Corp
1850 North Central Avenue
Phoenix, Arizona 85077
Attention: Richard C. Stephen
Fax No.: (602) 207-5665

with copies to:

D. Gene Lemon, Esq.
General Counsel
The Dial Corp
1850 North Central Avenue
Phoenix, Arizona 85077
Fax No.: (602) 207-5480

GIBSON, DUNN & CRUTCHER
2029 Century Park East
Suite 4200
Los Angeles, California 90067-3026
Attention: Madeleine A. Kleiner, Esq.
Fax No.: (310) 277-5827

7. No Credits on Account of the Obligations. Mortgagor will not claim or demand or be entitled to any credit or credits on account of the Obligations for any part of the Taxes assessed against the Mortgaged Property or any part thereof and no deduction shall otherwise be made or claimed from the taxable value of the Mortgaged Property, or any part thereof, by reason of this Mortgage or the Obligations.

8. Offsets, Counterclaims and Defenses. Any assignee of this Mortgage, the Creditor Agreement and the Lease/Sale Agency Agreement, to the extent assignment is permitted by such documents, shall take the same subject to all offsets, counterclaims or defenses of any nature whatsoever which Mortgagor may have against any assignor of this Mortgage, the Creditor Agreement and the Lease/Sale Agency Agreement.

9. Documentary Stamps. If at any time the United States of America, any state thereof or any governmental subdivision of any such state, shall require revenue or other stamps to be affixed to this Mortgage or any document evidencing any of the

Obligations, Mortgagor will pay for the same, with interest and penalties thereon, if any.

10. Books and Records. Mortgagor will keep and maintain copies of all financial statements, reports, books and records submitted to Mortgagor by any tenant of the Mortgaged Property, as well as its own financial books and records related to the Mortgaged Property (but not including the general books of the Beneficiary) and shall furnish to Mortgagee, within ten (10) days after request, copies of such financial statements, reports, books and records as may be requested by Mortgagee.

11. Defaults. The occurrence of any one of the following events shall constitute an Event of Default hereunder:

(a) if any portion of the Guaranty Fee is not paid within ten (10) days after the same is due pursuant to the Creditor Agreement;

(b) if any Obligation other than the Guaranty Fee is not paid within ten (10) days after a determination (either judicially or by the agreement of Beneficiary and Mortgagor, each acting under an obligation of good faith) of the amount of such Obligation;

(c) if a determination (either judicially or by the agreement of Beneficiary and Mortgagee each acting under an obligation of good faith) is made that an IPLP Operating Expense Default shall have occurred;

(d) if, without the consent of Mortgagee, any part of the Mortgaged Property or any interest therein or any interest in the Land Trust Agreement is in any manner further encumbered, sold, transferred or conveyed, or if any Improvement is removed, demolished or materially altered except as may be specifically provided in paragraph 5 hereof;

(e) if Beneficiary shall default under any of the terms of the Lease/Sale Agency Agreement (other than the default described in Section 11(m) hereof), a determination of the damages resulting therefrom shall have been made (either judicially or by agreement of Beneficiary and Mortgagor, each acting under an obligation of good faith) and the amount so determined shall not have been paid within ten days after such determination;

(f) if a determination (either judicially or by the agreement of Beneficiary and Mortgagee each acting under an obligation of good faith) is made Beneficiary shall have failed to comply, within the time referenced in the Lease/Sale Agency Agreement, with all of the obligations of Section 7 of the Lease/Sale Agency Agreement;

(g) if Beneficiary shall make a general assignment for the benefit of creditors;

(h) if a court of competent jurisdiction enters a decree or order for relief with respect to Mortgagor under Title 11 of the United States Code as now constituted or hereafter amended or under any other applicable Federal or state bankruptcy law or other similar law, or if such court enters a decree or order appointing a receiver, liquidator, assignee, trustee, sequestrator (or similar official) of Mortgagor, or of any substantial part of their respective properties, or if such court decrees or orders the winding up or liquidation of the affairs of Mortgagor;

(i) if Mortgagor files a petition or answer or consent seeking relief under Title 11 of the United States Code as now constituted or hereafter amended, or under any other applicable Federal or state bankruptcy law or other similar law, or if Mortgagor consents to the institution of proceedings thereunder or to the filing of any such petition or to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Mortgagor, or of any substantial part of their respective properties, or if Mortgagor fails generally to pay their respective debts as such debts become due, or if Mortgagor takes any action in furtherance of any action described in this subparagraph;

(j) if Mortgagor shall continue to be in default under any of the other terms, covenants or conditions of this Mortgage not covered by other paragraphs of this Section for ten (10) days after a determination (either judicially or by agreement of the Beneficiary and Mortgagor, acting under an obligation of good faith) in the case of any default which can be cured by the payment of a sum of money or for thirty (30) days after such determination in the case of any other default, provided that if such default cannot reasonably be cured within such thirty (30) day period and Mortgagor shall have commenced to cure such default within such thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for so long as it shall require Mortgagor in the exercise of due diligence to cure such default;

(k) if no Dial Event of Default under the Guaranty and no Dial Event of Default under the Creditor Agreement shall exist and the Mortgagee under any mortgage or deed of trust covering any part of the Mortgaged Property that is superior or inferior in lien to this Mortgage shall commence foreclosure with respect to the Mortgaged Property;

(l) if there shall be an Event of Default by the individual mortgagors under any of the Additional Mortgages (as hereinafter defined); or

(m) if, without the prior written consent of Mortgagor, Beneficiary or any agent (other than Agent) or Affiliate of Beneficiary shall direct any tenant of the Premises to remit rent that is due to the Beneficiary other than to the Rent Deposit Account.

12. Remedies. Subject to Section 12(g)(ii), if any Event of Default described in paragraph 11 hereof shall have occurred, Mortgagee at its option and subject to the provision of any Permitted IPLP Lease, shall have, in addition to any rights at law or in equity, each and all of the following rights and remedies, which may be exercised individually, collectively or cumulatively, but in all events, subject to paragraph 34 hereof:

(a) Management. Mortgagee may, by a receiver appointed by a court of competent jurisdiction, enter upon and take possession of all or any part of the Mortgaged Property, excluding Mortgagor and its agents and servants wholly therefrom; Mortgagor shall on demand peaceably surrender possession thereof to Mortgagee. Upon every such entry, Mortgagee, personally or by its agents or in the name of Mortgagor, at the expense of Mortgagor, from time to time, may maintain and restore the Mortgaged Property, whereof it shall become possessed as aforesaid; and, from time to time, at the expense of Mortgagor, Mortgagee may make all necessary or proper repairs, renewals and replacements and such useful alterations, additions, betterments and improvements thereto and thereon as to it may reasonably deem advisable or necessary to preserve the value, marketability or rentability of the Mortgaged Property; and in every such case Mortgagee shall have the right to manage, control and operate the Mortgaged Property and may make, cancel, modify or enforce leases, obtain and evict tenants, rent and lease the same to such persons, for such periods of time, and on such terms and conditions as Mortgagee in its reasonable discretion may determine, and with or without taking possession of the Mortgaged Property, may sue for or otherwise collect any and all of the rents, issues and profits thereof, including those past due and unpaid, and apply same, less actual out-of-pocket costs and expenses of management, operation and collection, including reasonable attorneys' fees, upon any Obligations secured hereby, all in such order as Mortgagee may determine. In dealing with the Mortgaged Property as a mortgagee in, or not in, possession, Mortgagee shall be without any liability, charge or obligation therefor to Mortgagor other than for gross negligence or willful misconduct, and shall be entitled to operate any business then being conducted or which could be conducted thereon or therewith at the expense of and for the account of Mortgagor (and all net losses, costs and expenses

thereby incurred shall be advancements, and will be immediately due and payable and if not paid become part of the Obligations secured hereby), to the same extent as the owner thereof could do. The entering upon and taking possession of the Mortgaged Property, the collection of such rents, issues and profits and the application thereof as aforesaid shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done in response to any such default or pursuant to any such notice and, notwithstanding the continuance in possession of the Mortgaged Property or the collection, receipt and application of rents, issues and profits, Mortgagee shall be entitled to enforce every right and exercise every remedy provided for in the Lease/Sale Agency Agreement, this Mortgage or any of the Transaction Documents or by law upon the occurrence of any Event of Default. Notwithstanding the foregoing, Mortgagee shall be entitled to exercise all of its rights under Section 3(b)(iv) and 3(b)(v) of the Lease/Sale Agency Agreement to the extent permitted thereunder whether or not a Notice of Default has occurred under this Mortgage or a receiver has been appointed.

(b) Legal Proceedings. Mortgagee, personally or by its agents or attorneys, insofar as applicable shall have the following rights:

(i) Mortgagee may institute proceedings for the complete or partial foreclosure of this Mortgage. In any suit to foreclose the lien hereof, there shall be allowed and included, as additional indebtedness in the decree for sale, all reasonable expenditures and expenses paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to costs to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examination, title insurance policies and similar data and assurances with respect to title, as may be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale pursuant thereto the true condition of the title to or the value of the Mortgaged Property. The proceeds of any sale of the Mortgaged Property or any part thereof shall be applied to payment of: all sums expended under the terms hereof, not then repaid; all other sums then secured hereby that have been judicially determined as to the amount due; and the remainder, if any, to the person or persons legally entitled thereto; and/or

(ii) Mortgagee shall have the right from time to time to enforce any legal or equitable remedy against Mortgagor and to sue for any sums required to be paid under the terms of this Mortgage, as the same become due, without prejudice to the right of Mortgagee thereafter to enforce any appropriate remedy against Mortgagor including an action of foreclosure, or any other action, for a default or defaults by Mortgagor existing at the time such earlier action was commenced; and/or

(iii) Mortgagee may enforce its rights, whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Lease/Sale Agency Agreement or in this Mortgage or in any of the Transaction Documents contained, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Mortgagee shall deem most advisable to protect and enforce any of its rights hereunder or under the Transaction Documents.

(e) Effectuating Lease Assignments. Following the earlier of (i) an Event of Default, or (ii) appointment of a receiver, Mortgagee, at its sole option, may send notifications to any and all lessees and tenants of the Mortgaged Property that future payments under or relating to their leases and tenancies shall be made to Mortgagee. Thereafter, Mortgagee shall be entitled to collect said rents and payments until Mortgagor cures all defaults hereunder.

(f) Secured Party Remedies. Mortgagee, at its sole option, may exercise any or all of the remedies available to a secured party under the UCC as it may be amended, including, but not limited to the following (to the extent then permitted by applicable law):

(i) Either personally or by means of a court-appointed receiver, take possession of all or any of the Personal Property and exclude therefrom Mortgagor and all others claiming under Mortgagor and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Mortgagor with respect to such Personal Property or any part thereof. In the event Mortgagee demands or attempts to take possession of the Personal Property in the exercise of any rights under this

Mortgage, Mortgagor promises and agrees to promptly turn over and deliver complete possession thereof to Mortgagee; and/or

(ii) Without notice to or demand upon Mortgagor, make such payments and do such acts as Mortgagee may deem necessary to protect its security interest in the Personal Property, including, without limitation, paying, purchasing, contesting or compromising any encumbrance, charge or lien which is prior to or superior to the security interest granted hereunder, and in exercising any such powers of authority to pay all reasonable expenses incurred in connection therewith; and/or

(iii) Require Mortgagor to assemble the Personal Property or any portion thereof at a place designated by Mortgagee and reasonably convenient to both parties; and/or

(iv) Sell, lease or otherwise dispose of the Personal Property at public sale, with or without having the Personal Property at the place of sale, and upon such terms in such manner as Mortgagee may determine. Mortgagee may be a purchaser at any such sale; and/or

(v) Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee shall give Mortgagor at least ten (10) days' prior written notice of the time and place of any public sale of the Personal Property or other intended disposition thereof. Such notice shall be delivered in accordance with paragraph 6 hereof.

Upon occurrence of an event of default under this Mortgage (continuing beyond the expiration of any applicable grace or cure periods hereunder), Mortgagee reserves the option, pursuant to the appropriate provisions of the UCC, to proceed with respect to the Personal Property as part of the real property which constitutes a portion of the Mortgaged Property in accordance with its rights and remedies with respect to such real property, in which event the default provisions of the UCC shall not apply. If Mortgagee shall elect to proceed with respect to the Personal Property separately from the real property, ten (10) days' notice of the sale of the Personal Property shall be deemed to be reasonable notice.

(g) <u>Remedies Not Exclusive</u>.

(i) The cumulative rights of Mortgagee arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be construed to be exclusive nor an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding. In addition to any remedies provided herein for default hereof, Mortgagee shall have all other remedies allowed under the laws of the State in which the Premises are located, and the laws of the United States. No failure on the part of Mortgagee to exercise any of its rights hereunder arising upon any default shall be construed to prejudice its rights in the event of any other or subsequent default. No delay on the part of Mortgagee in exercising any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of such default. Mortgagee may enforce any one or more remedies or rights hereunder in such order and manner as it may determine, successively or concurrently at its option. By accepting payment or partial payment of any sum secured hereby after its due date, Mortgagee shall not make an accommodation or thereby waive the agreement herein contained that time is of the essence, nor shall Mortgagee waive either any of its remedies or options or its right to require prompt payment when due of all sums secured or to consider failure so to pay a default hereunder. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or pursuant to other provisions herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee.

(ii) Whenever a judicial determination is obtained hereunder, Mortgagor and Mortgagee hereby expressly agree that such determination shall be binding in all respects as to the matter determined, including, without limitation in a subsequent or concurrent foreclosure action and that there shall in no event be any requirement, express or implied, that a second determination need be obtained. Similarly, if a judicial determination or agreement by Mortgagor or Mortgagee is required hereunder, including without limitation, a determination whether any event which would become an Event of Default upon such determination shall have occurred, such determination may be made within a judicial foreclosure action (including, without limitation as contemplated by Section 12(b)) which is based, in whole or in part, on

the event requiring a determination to be made hereunder. Mortgagor and Mortgagee hereby expressly agree that, notwithstanding anything to the contrary in this Mortgage, Mortgagee shall be entitled to commence a judicial foreclosure action pursuant to this Mortgage upon the occurrence of any event listed in Section 11 hereof, whether or not Mortgagee shall first have obtained a determination, whether judicial or otherwise, as contemplated within such Section 11.

13. Default Rate. If the Guaranty Fee is not paid on the date it is due pursuant to the Creditor Agreement, Mortgagor shall pay to Mortgagee interest thereon at the rate per annum equal to the lesser on a daily basis of (i) the Prime Rate plus three percent (3%) or (ii) the maximum interest rate which Mortgagor may by law pay from such due date and such amount shall be secured by this Mortgage.

14. Appointment of Receiver. If an Event of Default under this Mortgage occurs, Mortgagee, as a matter of right and without regard to the then value of the Mortgaged Property or the interest of the Mortgagor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Mortgaged Property, and Mortgagor hereby irrevocably consents to such appointment. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases including the power to collect the rents, issues and profits of the Mortgaged Property during the pendency of a foreclosure suit, and in case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits. The court having jurisdiction may authorize the receiver to apply the net income in his hands to payment in whole or in part to (i) the Obligations, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or such decree, provided such application is made prior to foreclosure sale and (ii) subject to paragraph 34 hereof, to the deficiency in case of a sale and deficiency. Said receiver shall continue as such and exercise all such powers until the date of sale of the Premises, unless such receivership is sooner terminated. Mortgagee hereunder may be appointed as such receiver.

15. Non-Waiver. The failure of Mortgagee to insist upon strict performance of any term of this Mortgage shall not be deemed to be a waiver of any term of this Mortgage. Mortgagor shall not be relieved of Mortgagor's obligation to pay the Obligations at the time and in the manner provided in the Creditor Agreement or this Mortgage by reason of (i) failure of

Mortgagee to comply with any request of Mortgagor to take any action to foreclose this Mortgage or otherwise enforce any of the provisions hereof or of any of the Transaction Documents or any other mortgage, instrument or document evidencing, securing or guaranteeing payment of the Obligations or any portion thereof, (ii) the release, regardless of consideration, of the whole or any part of the Mortgaged Property or any other security for the Obligations, or (iii) any agreement or stipulation between Mortgagee and any subsequent owner or owners of the Mortgaged Property or other person extending the time of payment or otherwise modifying or supplementing the terms of the Lease/Sale Agency Agreement, this Mortgage or any other mortgage, instrument or document evidencing, securing or guaranteeing payment of the Obligations or any portion thereof, without first having obtained the consent of Mortgagor, and in the latter event, Mortgagor shall continue to be obligated to pay the Obligations at the time and in the manner provided in the Creditor Agreement and this Mortgage, as so extended, modified and supplemented, unless expressly released and discharged by Mortgagee. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien, encumbrance, right, title or interest in or to the Mortgaged Property, Mortgagee may release any person at any time liable for the payment of the Obligations or any portion thereof or any part of the security held for the Obligations and may extend the time of payment or otherwise agree to the modification of the terms of the Creditor Agreement, Lease/Sale Agency Agreement or this Mortgage in accordance with the terms governing modification thereof or hereof. Mortgagee may resort for the payment of the Obligations to any other security held by Mortgagee in such order and manner as Mortgagee, in its discretion, may elect. Mortgagee may take action to recover the Obligations, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Mortgagee thereafter to foreclose this Mortgage. Mortgagee shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every additional right and remedy now or hereafter afforded by law. The rights of Mortgagee under this Mortgage shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

16. Liability. If Mortgagor consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several, subject, however, to paragraph 34 hereof.

17. Construction. The terms of this Mortgage shall be construed in accordance with the laws of the State in which the Premises are located.

18. Security Agreement. (a) Mortgagor and Mortgagee agree that this Mortgage shall constitute a Security Agreement within the meaning of the Uniform Commercial Code of Illinois with respect to (i) any and all sums at any time on deposit for the benefit of Mortgagee or held by Mortgagee (whether deposited by or on behalf of Mortgagor or anyone else) pursuant to any of the provisions of this Mortgage ("Deposits") and (ii) and Personal Property and other rights and interest of Mortgagor included in the granting clauses of this Mortgage, which Personal Property or other rights and interests may not be deemed to form a part of the Premises described in Exhibit "A" hereto or may not constitute a "fixture" (within the meaning of Section 9-313 of the UCC) and all replacements of such Personal Property, substitutions for such Personal Property, additions to such Personal Property and the proceeds thereof (all of said Personal Property and the replacements, substitutions and additions thereto and the proceeds thereof and other rights and interests of Mortgagor being sometimes hereinafter collectively referred to as the "Collateral"), and that a security interest in and to the Collateral and the Deposits and all of Mortgagor's right, title and interest therein are assigned to Mortgagee, all to secure payment of the Obligations hereby secured and to secure performance by Mortgagor of the terms, covenants and provisions hereof. In the event of a default under this Mortgage which has continued beyond the expiration of any applicable grace or cure periods hereunder, Mortgagee shall have the option of exercising any or all of the "Secured Party Remedies" as set forth in paragraph 12(f) hereof. The reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Mortgagee shall include, but not be limited to, reasonable attorneys' fees and legal expenses incurred by Mortgagee.

(b) To the extent permitted by applicable law, the security interest created hereby (and/or by the financing statements being filed simultaneously herewith) is specifically intended to cover and include any Permitted IPLP Lease, all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacements of said Permitted IPLP Lease, together with all the right, title and interest of Mortgagor, as lessor thereunder, including without limiting the generality of the foregoing, the right (subject to paragraph 34 hereof) to make claim for, collect, receive and receipt for any and all of the accounts receivable, book debts and other forms of obligation belonging or owing to Mortgagor, rents, income, revenues, issues and profits and moneys payable as damages or in lieu of rent, or as lease rejection damages and moneys payable as the purchase price of the Mortgaged Property or any part thereof or of any other awards or claims for money and other sums of money payable or receivable thereunder, howsoever payable, and to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which Mortgagor or any lessor is or may

become entitled to do under the CPS Lease, provided that the assignment made by this provision shall not impair or diminish any obligation of Mortgagor under the CPS Lease, nor shall any such obligation be imposed upon Mortgagee.

19. Further Acts, etc. Mortgagor will, at the cost of Mortgagor, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers and assurances as Mortgagee shall, from time to time, reasonably require, to the extent not inconsistent with this Mortgage and the Transaction Documents, for the better assuring, conveying, assigning, transferring and confirming unto Mortgagee the property and rights hereby mortgaged or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage or for filing, registering or recording this Mortgage and, on demand, will execute and deliver and hereby authorizes Mortgagee to execute in the name of Mortgagor to the extent Mortgagee may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien hereof upon the Mortgaged Property.

20. Headings, etc. The headings and captions of various paragraphs of this Mortgage are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

21. Filing of Mortgage, etc. Mortgagor forthwith upon the execution and delivery of this Mortgage and thereafter, from time to time, will cause this Mortgage, and any security instrument creating a lien or evidencing the lien hereof upon the Mortgaged Property and each instrument of further assurance executed pursuant to Section 19 to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the interest of Mortgagee in the Mortgaged Property. Mortgagor will pay all filing, registration or recording fees, and all expenses incident to the filing or recording of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property and any instrument of further assurance, and all Federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property or any instrument of further assurance. Mortgagor shall hold harmless and indemnify Mortgagee, its successors and assigns, against any

liability incurred by reason of the imposition of any tax on the making and recording of this Mortgage.

22. Usury Laws. This Mortgage and the Creditor Agreement are subject to the express condition that at no time shall Mortgagor be obligated or required to pay interest on the Obligations at a rate which could subject Mortgagee to either civil or criminal liability as a result of being in excess of the maximum interest rate which Mortgagor is permitted by law to contract or agree to pay. If by the terms of this Mortgage or the Creditor Agreement Mortgagor is at any time required or obligated to pay interest on the Obligations in excess of such maximum rate, the rate of interest charged shall be deemed to be immediately reduced to such maximum rate and the interest payable shall be computed at such maximum rate and all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the Obligations.

23. Sole Discretion of Mortgagee. Except as expressly provided in this Mortgage to the contrary, wherever pursuant to this Mortgage, Mortgagee exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to Mortgagee, the decision of Mortgagee to approve or disapprove or to decide that arrangements or terms are satisfactory or not satisfactory shall be exercised in good faith and in a commercially reasonable manner.

24. Recovery of Sums Required To Be Paid. Mortgagee shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Obligations as the same may have been judicially determined, without regard to whether or not the balance of the Obligations may have been judicially determined as to amount, and without prejudice to the right of Mortgagee thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Mortgagor existing at the time such earlier action was commenced.

25. Marshalling. Mortgagor waives and releases any right to have the Mortgaged Property marshalled.

26. Authority. Mortgagor (and the undersigned representative of Mortgagor, if any) has full power, authority and legal right to execute this Mortgage and to mortgage, give, grant, bargain, sell, alien, enfeoff, convey, confirm and assign the Mortgaged Property pursuant to the terms hereof and to keep and observe all of the terms of this Mortgage on Mortgagor's part to be performed.

27. Inapplicable Provisions. If any term, covenant or condition of this Mortgage shall be held to be invalid, illegal

or unenforceable in any respect, this Mortgage shall be construed without such provision.

28. Duplicate Originals. This Mortgage may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one and the same instrument.

29. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage shall be used interchangeably in singular or plural form and the word "Mortgagor" shall, subject to paragraph 5 hereof, collectively mean the Land Trustee and the Beneficiary and any subsequent owner or owners of the Mortgaged Property or any part thereof or interest therein, the word "Mortgagee" shall mean Mortgagee or any successor or assignee of Mortgagee's hereunder, the word "Guarantor" shall mean the guarantor under the Guaranty, the word "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, or other entity, the words "Mortgaged Property" shall include any portion of the Mortgaged Property or interest therein, and the word "Obligations" shall mean all sums secured by this Mortgage. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. Any capitalized term used herein but not otherwise defined herein since have the meaning ascribed to such term in that certain Master Agreement effective as of January 1, 1993 but dated as of September 28, 1993 among IPLP, Mortgagee, Agent and Greyhound-Dobbs Incorporated ("Master Agreement").

30. Waiver of Notice. Mortgagor shall not be entitled to any notices of any nature whatsoever from Mortgagee except with respect to matters for which this Mortgage, a Transaction Document under which an Event of Default arises or applicable law specifically and expressly provides for the giving of notice by Mortgagee to Mortgagor, and Mortgagor hereby expressly waives the right to receive any notice from Mortgagee with respect to any matter for which this Mortgage does not specifically and expressly provide for the giving of notice by Mortgagee to Mortgagor.

31. No Oral Change. This Mortgage may only be modified or amended by an agreement in writing signed by Mortgagor and Mortgagee, and may only be released, discharged or satisfied of record by an agreement in writing signed by Mortgagee. Mortgagee shall have the sole and absolute discretion to determine how, when and whether to enforce the rights and remedies of Mortgagee under this Mortgage or any of the Transaction Documents or

applicable law. Mortgagee covenants and agrees with Mortgagor that Mortgagee shall execute, acknowledge and deliver to Mortgagor all such documents as Mortgagor may reasonably request to evidence the satisfaction and discharge of this Mortgage as promptly as practicable following the first day on which (a) the Guaranty Fee has been paid or determined not to be due (either mutually by the parties hereto or judicially) and (b) the Lease/Sale Agency Agreement has been terminated. Under no circumstances shall any forbearance in the enforcement of rights and remedies of Mortgagee under this Mortgage or any Transaction Document or applicable law constitute, or be deemed to constitute, an amendment or modification of this Mortgage or any Transaction Document, unless such amendment or modification is reflected in a written agreement executed by the party to be bound thereby.

32. Land Trust Agreement. Land Trustee has joined in the execution of this Mortgage not personally, but in its capacity as the trustee under the Land Trust Agreement. Land Trustee and Beneficiary each hereby covenants and agrees that the Land Trust Agreement shall not be cancelled, modified or amended without the prior written consent of Mortgagee. Land Trustee and Beneficiary within ten (10) days after request by Mortgagee and at its expense will separately furnish Mortgagee with a statement, duly acknowledged and certified stating whether the Land Trust Agreement has not been modified or amended without Mortgagee's prior written consent.

33. Exculpation of Land Trustee. Notwithstanding anything to the contrary contained in this Mortgage, this Mortgage has 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 Obligations 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 provided, by enforcement of equitable remedies available to Mortgagee, and by action against any other security given to secure payment of the Obligations.

34. Exculpation of Beneficiary.

(a) Notwithstanding anything to the contrary contained in this Mortgage other than Section 34(b), any judgment in any action brought to enforce the liability and obligation of

Beneficiary to perform and observe and make good the obligations contained in this Mortgage shall be enforceable against Beneficiary only to the extent of Beneficiary's interest in the assets of the trust established by the Land Trust Agreement and in the Mortgaged Property (and any property received in exchange therefor) and in the income therefrom and proceeds thereof, and against any partner of Beneficiary only to the extent of its partnership interest in Beneficiary, and Mortgagee, by accepting this Mortgage, irrevocably waives any and all right to sue for, seek or demand any deficiency judgment against any partner of Beneficiary in any such action, under or by reason of or under or in connection with this Mortgage.

(b) Notwithstanding the provisions of the immediately preceding paragraph, Beneficiary and its general partners shall be and remain liable for any loss or damage suffered or incurred by Mortgagee as a result of the following events or occurrences (but only to the extent of the loss or damage so suffered or incurred as a result of such events or occurrences): (i) Beneficiary's misapplication of any proceeds of insurance and condemnation proceeds; (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; (iv) any security deposits advanced or prepaid rent applied by Mortgagor in violation of applicable law or the provisions of the Lease/Sale Agency Agreement or this Mortgage; or (v) modification of the Leases (as defined in the Lease/Sale Agency Agreement) in violation of the Lease/Sale Agency Agreement or this Mortgage.

35. Additional Mortgages. This Mortgage, together with the other mortgages listed in Exhibit "B" attached hereto and made a part hereof (hereinbefore referred to as the "Additional Mortgages") constitute additional security for the Obligations. Mortgagor and Mortgagee acknowledge and agree that this Mortgage and the Additional Mortgages secure the Obligations.

36. Exchange Property. Mortgagee acknowledges that pursuant to Section 19.4 of the CPS Lease, CPS Realty Partnership, as tenant thereunder, may seek to exchange for the premises demised under the CPS Lease one or more different department stores operated by CPS Realty as a "Carson Pirie Scott" department store (hereinbefore and hereinafter referred to as the "Exchange Property"). Upon compliance with all of the terms and conditions in the CPS Lease applicable to such exchange, Mortgagee agrees to simultaneously release this Mortgage and the lien thereof from the Mortgaged Property and spread this Mortgage and the lien thereof to cover the fee estate in the Exchange Property, provided, however, that prior to such release and spreader that Mortgagee shall be provided with an opinion letter from counsel for the owner of the Exchange Property as to the due execution of the documents executed in

connection with such exchange and related matters which opinion letter shall in form and substance be satisfactory to Mortgagee and its counsel. All costs and expenses incurred by Mortgagee in connection with such exchange, including, but not limited to, attorney's fees, recording fees and title charges shall be paid by Mortgagor.

37. Total Obligations Secured By This Mortgage. In no event shall this Mortgage secure more than $68,000,000.

38. Subordination, Nondisturbance and Attornment Agreement. Mortgagee agrees to enter into a subordination, nondisturbance and attornment agreement (the "SNDA") substantially in the form of Exhibit "D", attached hereto in connection with the execution and delivery of a Permitted IPLP Lease by Mortgagor. Such SNDA shall be executed and delivered by Mortgagee within fifteen (15) calendar days after Mortgagor's written request and provision of such Permitted IPLP Lease and any financial information received from, or on behalf, of the prospective tenant.

39. Prior Mortgage. This Mortgage is subject and subordinate to (i) that certain Amended and Restated Mortgage, effective as of January 1, 1993 but dated as of September 28, 1993 given by Mortgagor to The Trustees of Mellon Participating Mortgage Trust Commercial Properties Series 85/10, a Massachusetts business trust, as Agent ("Agent") covering the Mortgaged Property and any and all advances thereunder or pursuant thereto and amounts secured thereby and any renewals, modifications or extensions thereof (the "First Mortgage") and (ii) that certain Subordination, Assignment and Intercreditor Agreement effective as of January 1, 1993 but dated as of September 28, 1993 by and between Agent and Mortgagee (the "Intercreditor Agreement"). The lien of the First Mortgage is and at all times shall be prior and superior to the lien of this Mortgage.

40. Lease/Sale Agency Agreement and Intercreditor Agreement. Mortgagor and Mortgagee acknowledge and agree that during the term of the Lease/Sale Agency Agreement certain of the rights, remedies and obligations of the parties set forth in this Mortgage and the disposition, application and use of certain proceeds are impacted and modified by the provisions set forth in such Lease/Sale Agency Agreement as well as the Intercreditor Agreement. Mortgagor and Mortgagee agree that, as between Mortgagee and Agent, with respect to any inconsistency between the rights, remedies and obligations and disposition, use or application of proceeds set forth in this Mortgage and those set forth in the Lease/Sale Agency Agreement or the Intercreditor Agreement, the Lease/Sale Agency Agreement and the Intercreditor Agreement shall control.

41. Refinancing. If Mortgagor arranges financing to be secured by the Mortgaged Property and the proceeds of such refinancing (together with any additional funds which Mortgagor may elect to provide) are sufficient to satisfy in full the obligations secured by the First Mortgage, the amount of the Guaranty Fee and the amount of any Liquidated Obligations ("Replacement Loan"):

(a) Mortgagee, subject to section 41(b) below, shall release all of its interest in the Mortgaged Property upon receipt of funds equal to the amount of all Obligations due.

(b) If, at the time of the contemplated closing and funding of the Replacement Loan, the amount of all Obligations due is not known because any good faith dispute exists between Beneficiary and Mortgagee with respect to the amount of the Obligations then due under this Mortgage (other than relating to the Guaranty Fee and the Liquidated Obligations), then Mortgagee and Beneficiary shall agree upon the dollar amount which constitutes a good faith estimate of the amount in dispute and, provided the actual proceeds (together with any additional funds which Mortgagor may elect to provide) are at least equal to the agreed upon amount, upon the closing and funding of the Replacement Loan, if (i) all obligations secured by the First Mortgage are satisfied in full, (ii) the Guaranty Fee and Liquidated Obligations are paid to Mortgagee, (iii) the agreed-upon amount ("Escrowed Amount") is deposited in an escrow account with a neutral third party to be held until a resolution of the dispute is reached (whether judicially or by agreement of the parties) and (iv) Beneficiary shall have given Mortgagee a security interest in the Escrowed Amount and such security interest shall have been perfected, all on terms and conditions reasonably acceptable to Mortgagee, then Mortgagee shall release all of its interest in and lien on the Mortgaged Property. After the resolution of the dispute, the amount of the Obligations determined then to be due shall be paid (together with the interest which accrued thereon while in the escrow account) to Mortgagee, the balance shall be released to Mortgagor and Mortgagee shall release its security interest in Mortgagor's portion of the Escrowed Amount. The party against whom the dispute was resolved shall pay any escrow fees incurred, but if both parties shall receive a share of the Escrowed Amount, the escrow fee shall be divided between them such that each party pays their Allocable Percentage of the total fee. As to any party, its "Allocable Percentage" shall be a percentage derived from a fraction in which the numerator is the share of the Escrowed Amount ultimately received by the other party and the denominator is the total Escrowed Amount.

(c) If a proposed Replacement Loan (together with any additional funds which Mortgagor may elect to provide) will not

generate sufficient proceeds to satisfy the First Mortgage, pay the Guaranty Fee and Liquidated Obligations to Mortgagee and fund the Escrowed Amount, Mortgagee shall have no obligation to release its interest in and lien on the Mortgaged Property but hereby agrees to subordinate its lien to the lien of the Replacement Loan, if, and only if, (i) all obligations secured by the First Mortgage are satisfied in full, (ii) the Guaranty Fee and Liquidated Obligations are paid to Mortgagee, (iii) the Escrowed Amount is deposited in an escrow account with a neutral third party to be held until a resolution of the dispute is reached, (iv) the face amount of the Replacement Loan does not exceed $68,000,000 and (v) the Replacement Loan is originated by a bank, insurance company or other institutional lender.

42. Master Agreement. The parties acknowledge and agree that this Mortgage is being made in connection with the transactions contemplated in the Master Agreement.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage as of the day and year first above written.

BENEFICIARY:

ILLINOIS PARTNERS LIMITED PARTNERSHIP

By: DWT Venture, Incorporated, a Maryland corporation, General Partner

By: _____
Title: _____

[CORPORATE SEAL]

By: _____
Dennis W. Townsend, General Partner

By: Retail Partners, Inc., an Illinois corporation, General Partner

By: _____
Title: _____

[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: ASSISTANT VICE PRESIDENT

THE DIAL CORP, a Delaware corporation

By: _____
Name:
Title:

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, 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 for the uses and purposes therein set forth.

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

Ann T. Trombino
Notary Public

My Commission expires:

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

S3820414

6080164.4 093093 1155C 93066058

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 and _____ of DWT Venture, Incorporated, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company 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.

Ann T. Trombino
Notary Public

My Commission expires:

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

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 and _____ of Retail Partners, Inc., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice Pres and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company 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.

Ann T. Trombino
Notary Public

My Commission expires:

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

6080164.4 093093 1155C 93066058

93820414

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 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 Asst Vice President and _____ Secretary, respectively, and personally known to be such Asst Vice President 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 Asst Vice President 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 Sept, 1993.

Ann T. Trombino
Notary Public

"OFFICIAL SEAL"
ANN T. TROMBINO
Notary Public, State of Illinois
My Commission Expires Aug. 2, 1995

My Commission Expires

6080164.4 093093 1155C 93066058

93820414

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 Donald G. Nelson, Vice President of The Dial Corp, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

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

Ann T. Trumbino
Notary Public

My Commission expires:

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

93820414

LIST OF EXHIBITS

EXHIBIT "A	LEGAL DESCRIPTION
EXHIBIT "B"	LIST OF MORTGAGES
EXHIBIT "C"	LIST OF LAND TRUST AGREEMENTS
EXHIBIT "D"	FORM OF SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT
EXHIBIT "E"	PERMITTED EXCEPTIONS

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"

[LIST OF MORTGAGES]

1. That certain Amended and Restated Mortgage dated as of September 28, 1993 but effective as of January 1, 1993 given by Chicago Title & Trust Company, as trustee and Illinois Partners Limited Partnership to The Dial Corp covering the fee estate in certain premises in North Riverside, Illinois more particularly described therein, which Amended and Restated Mortgage was recorded on or about the date hereof.

2. That certain Amended and Restated Mortgage dated as of September 28, 1993 but effective as of January 1, 1993 given by Chicago Title & Trust Company, as trustee and Illinois Partners Limited Partnership to The Dial Corp covering the fee estate in certain premises in Orland Park, Illinois more particularly described therein, which Amended and Restated Mortgage was recorded on or about the date hereof.

3. That certain Amended and Restated Mortgage dated as of September 28, 1993 but effective as of January 1, 1993 given by Lake County Trust Company, as trustee and Illinois Partners Limited Partnership to The Dial Corp covering the fee estate in certain premises in Merrillville, Indiana more particularly described therein, which Amended and Restated Mortgage was recorded on or about the date hereof.

4. That certain Amended and Restated Mortgage dated as of September 28, 1993 but effective as of January 1, 1993 given by Chicago Title & Trust Company, as trustee and Illinois Partners Limited Partnership to The Dial Corp covering the fee estate in certain premises in Bloomingdale, Illinois more particularly described therein, which Amended and Restated Mortgage was recorded on or about the date hereof.

5. That certain Amended and Restated Mortgage dated as of September 28, 1993 but effective as of January 1, 1993 given by Chicago Title & Trust Company, as trustee and Illinois Partners Limited Partnership to The Dial Corp covering the fee estate in certain premises in Lombard, Illinois more particularly described therein, which Amended and Restated Mortgage was recorded on or about the date hereof.

6. That certain Amended and Restated Mortgage dated as of September 28, 1993 but effective as of January 1, 1993 given by Chicago Title & Trust Company, as trustee and Illinois Partners Limited Partnership to The Dial Corp covering the fee estate in certain premises in Matteson, Illinois more particularly described therein, which Amended and Restated Mortgage was recorded on or about the date hereof.

EXHIBIT "C"

[LIST OF LAND TRUST AGREEMENTS]

1. That certain Declaration of Trust and Trust Agreement dated June 15, 1985 and known as Chicago Title and Trust Company Trust Number 1085900 covering certain premises in North Riverside, Illinois more particularly described therein.

2. That certain Declaration of Trust and Trust Agreement dated June 15, 1985 and known as Chicago Title and Trust Company Trust Number 1086100 covering certain premises in Orland Park, Illinois more particularly described therein.

3. That certain Declaration of Trust and Trust Agreement dated June 15, 1985 and known as Lake County Trust Company Trust Number 2501 covering certain premises in Merrillville, Indiana more particularly described therein.

4. That certain Declaration of Trust and Trust Agreement dated July 8, 1985 and known as Chicago Title and Trust Company Trust Number 1086600 covering certain premises in Bloomingdale, Illinois more particularly described therein.

5. That certain Declaration of Trust and Trust Agreement dated June 15, 1985 and known as Chicago Title and Trust Company Trust Number 1086200 covering certain premises in Lombard, Illinois more particularly described therein.

6. That certain Declaration of Trust and Trust Agreement dated June 15, 1985 and known as Chicago Title and Trust Company Trust Number 1085200 covering certain premises in Matteson, Illinois more particularly described therein.

EXHIBIT D

THE DIAL CORP

and

[TENANT NAME]

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT
[PROPERTY NAME]

Dated:
Location:
Permanent Tax No.
PREPARED BY AND
RECORD AND RETURN TO:

_____
_____
_____
_____
Attention: _____

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT
(Lease)

THIS AGREEMENT made as _____, _____, between _____, a _____, having an office at _____ ("Mortgagee"), and _____, an _____ _____ having an office at _____, (hereinafter referred to as "Tenant"):

WITNESSETH:

WHEREAS Mortgagee is the present owner and holder of the mortgage described in EXHIBIT A attached hereto (hereinafter referred to as the "Mortgage") covering certain premises described in EXHIBIT B attached hereto (hereinafter referred to as the "Premises") and of the note described in the Mortgage (hereinafter referred to as the "Note");

WHEREAS Tenant is the holder of a leasehold estate in a portion of the Premises pursuant to the provisions of that certain lease or sublease more particularly described in EXHIBIT C attached hereto (herein after referred to as the Lease); and

WHEREAS Tenant has agreed that the Lease will be subject and subordinate to the Mortgage and to the lien thereof and Mortgagee has agreed to grant non-disturbance to Tenant on the terms and conditions hereinafter set forth; and

NOW THEREFORE, in consideration of Ten ($10) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Mortgagee and Tenant hereby covenant and agree as follows:

Tenant agrees that the Lease and all rights, title, interests, estates, options, liens and charges created thereby including, without limitation, any purchase options and rights of first refusal, and all of the terms, covenants and provisions thereof are and shall at all times continue to be subject and subordinate in all respects to the Mortgage and to the lien thereof and to all renewals, modifications, spreaders, consolidations, replacements and extensions thereof now existing or hereafter entered into and to all sums secured thereby.

Mortgagee agrees that as long as an event of default shall not have occurred and be continuing under the Lease, Mortgagee shall take no action to evict Tenant from the Premises, nor shall Mortgagee take any action to terminate or

disturb Tenant's rights under the Lease by Mortgagee, nor shall any of the Tenant's rights under the Lease be barred, terminated, cut off or foreclosed by Mortgagee in any way by reason of any default in the performance of any term, covenant or condition of the Mortgage or by reason of any action or proceeding instituted by Mortgagee as a consequence of such default.

Mortgagee agrees that if any action or proceeding is commenced by Mortgagee for the foreclosure of the Mortgage or the sale of the Premises, Tenant shall not be named or joined by Mortgagee as a party therein (unless Tenant is a necessary party to such action or proceeding under applicable law), and the sale of the Premises in any such action or proceeding and the exercise by Mortgagee of any of its other rights under the Note or the Mortgage shall be made subject to all rights of Tenant under the Lease, provided that at the time of the commencement of any such action or proceeding or at the time of any such sale or exercise of any such other rights an event of default shall not have occurred and be continuing under any of the terms, covenants or conditions of the Lease.

Tenant agrees that if Mortgagee shall become the owner of the Premises by reason of the foreclosure of the Mortgage, the acceptance of a deed or assignment in lieu of foreclosure or otherwise, the Lease shall not be terminated thereby but shall continue in full force and effect as a direct lease between Mortgagee and Tenant upon all of the terms, covenants and conditions set forth in the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any renewal option contained in the Lease, with the same force and effect as if Mortgagee were the landlord named in the Lease and in that event Tenant agrees to attorn to and recognize Mortgagee or the Transferee, Assignee or Purchaser from Mortgage as the Landlord under the Lease for the remainder of the term thereof, and Tenant shall perform and observe its obligations thereunder, subject only to the terms and conditions of the Lease. Said attornment shall be effective and self-operative, without the execution of any further or other instrument by any of the parties hereto, immediately upon Mortgagee acquiring the interest of Landlord under the Lease, provided, however, that Mortgagee shall not be (i) obligated to commence or complete any construction work required to be done by Landlord (as hereinafter defined) pursuant to the provisions of the Lease or to pay, reimburse or grant a credit or allowance to Tenant for any construction work done or to be done by Tenant or for any costs incurred or to be incurred by Tenant in furnishing or moving into the Premises or the premises demised under the Lease, (ii) liable for any accrued obligation of Landlord, or for any act or omission of Landlord, whether accrued, committed or omitted prior to such foreclosure or sale, (iii) required to make any

repairs to the Premises or to the premises demised under the Lease required as a result of fire, or other casualty or by reason of condemnation unless Landlord shall be obligated under the Lease to make such repairs and Mortgagee shall have actually received sufficient casualty insurance proceeds or condemnation awards to complete such repairs, (iv) required to make any capital improvements to the Premises or to the premises demised under the Lease which Landlord may have agreed to make, but had not completed, or to perform or provide any services not related to possession or quiet enjoyment of the premises demised under the Lease, or (v) subject to any offsets, credits, defenses, claims or counterclaims which have accrued to Tenant against Landlord prior to the date upon which Mortgagee shall become the owner of the Premises; or (vi) liable for the return of any security deposit made by Tenant to Landlord unless Mortgagee shall have actually received such security deposit from Landlord identified as Tenant's security deposit; or (vii) obligated to assume, or reimburse Tenant for, any obligations of Tenant arising out of any other lease to which Tenant may be a party; or (viii) liable for any damages or other relief attributable to any latent or patent construction defects relating to the Premises or the premises demised under the Lease, if such construction was not performed by Mortgagee; or (ix) liable for any rent or additional rent which tenant might have paid for more than the current month to Landlord or (x) bound by any amendment or modification of the Lease made without Mortgagee's consent.

5. Tenant shall execute and deliver, upon request of Mortgagee or the transferee, assignee or purchaser from Mortgagee, an appropriate agreement of attornment to the subsequent titleholder of the Premises, provided, that in the event Tenant so requests, the subsequent titleholder shall execute and deliver a subordination and nondisturbance agreement containing terms substantially similar to those contained herein. Mortgagee or a transferee, assignee or purchaser for Mortgagee shall assume or become liable (subject to the limitations in paragraph 4 hereof) for Landlord's obligations under the Lease which liabilities and obligations arise or accrue from and after the date Mortgagee or transferee, assignee or purchaser from Mortgagee becomes the owner of the Premises; provided, further, that such assumption shall provide that, if thereafter Mortgagee or a transferee, assignee or purchaser from Mortgagee shall sell the Premises and transfer the Lease to a third party who pursuant to a written agreement agrees to assume and perform all of the duties and obligations of the "Landlord" under the Lease, Mortgagee or a transferee, assignee or purchaser from Mortgagee shall be released from all further liability under the Lease arising after such transfer to and assumption by the third party.

6. Tenant shall not, without obtaining the prior

written consent of Mortgagee, (i) enter into any agreement amending or modifying the Lease, (ii) prepay any of the rents, additional rents or other sums due under the Lease for more than one (1) month in advance of the due dates thereof, (iii) voluntarily surrender the premises demised under the Lease or terminate the Lease, except as permitted pursuant to the terms of the Lease or (iv) assign the Lease or sublet the premises demised under the Lease or any part thereof other than pursuant to the provisions of the Lease; and any such amendment, modification, termination, prepayment, voluntary surrender, assignment or subletting, without Mortgagee's prior written consent, shall not be binding upon Mortgagee.

7. Tenant hereby represents to Mortgagee that as of the date hereof (i) Tenant is the owner and holder of the tenant's interest under the Lease, (ii) the Lease has not been modified or amended and, [if true, include the following: (iii) and the Lease is in full force and effect and the term of the Lease commenced on _____, ____, pursuant to the provisions thereof, (iv) the premises demised under the Lease have been completed and Tenant has taken possession of the same on a rent-paying basis,] (v) neither Tenant nor to Tenant's actual knowledge, Landlord, is in default under any of the terms, covenants or provisions of the Lease and Tenant to its actual knowledge knows of no event which but for the passage of time or the giving of notice or both would constitute an Event of Default by Tenant or Landlord under the Lease, (vi) neither Tenant nor Landlord has commenced any action or given or received any notice for the purpose of terminating the Lease, (vii) all rents, additional rents and other sums due and payable under the Lease have been paid in full and no rents, additional rents or other sums payable under the Lease have been paid for more than one (1) month in advance of the due dates thereof, and (viii) there are no presently accrued offsets, credits, claims, counterclaims or defenses to the payment of the rents, additional rents, or other sums payable under the Lease.

8. Tenant shall give Mortgagee a copy of any notice of default by Landlord under the Lease which Tenant claims under the Lease, and agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation thereof shall be effective unless Mortgagee shall have received notice of the default giving rise to such cancellation and shall have failed within thirty (30) days after receipt of such notice to cure such default, or if such default cannot be cured within thirty (30) days, shall have failed within thirty (30) days after receipt of such notice to commence and to thereafter diligently pursue any action necessary to cure such default and to affect such cure within ninety (90) days after the receipt of the original notice of cancellation.

9. All notices, requests, demands and other

communications required or permitted hereunder (a "Notice") shall be sent in writing, and shall be sent or communicated (i) by personal delivery, (ii) by nationally recognized overnight courier, or (iii) by facsimile transmission, and shall be sent or delivered to the applicable party at the address indicated below or at such other address in the continental United States as shall be designated by such party in a Notice delivered in accordance with this paragraph 11. Any Notice given to any party hereunder shall be given to all parties hereto. Any Notice shall be effective upon the parties set forth below upon receipt or deemed receipt by the last party listed below receiving or deemed to have received such Notice. Receipt of any Notice hereunder shall be deemed to have occurred (i) if personally delivered or sent by overnight courier during normal business hours (whether successful or unsuccessful so long as the courier made a good faith attempt to effect delivery) if tendered for delivery before 2:00 P.M. at the location of delivery on a Business Day, and if not tendered before 2:00 P.M. or on a Business Day, on the next Business Day thereafter; or (ii) if sent by facsimile transmission, on the date transmitted (as evidenced by electronic confirmation) if transmitted before 2:00 P.M. at the location of receipt on a Business Day, and if not transmitted before 2:00 P.M. or on a Business Day thereafter. Notices shall be addressed and telecopied as follows:

If to Mortgagee:

The Dial Corp

_____

_____

_____

Attention: _____

If to Tenant:

_____

_____

_____

Attention: _____

Each party may designate a change of address by notice to the other party, given at least fifteen (15) days before such change of address is to become effective.

10. This Agreement shall be binding upon and inure to the benefit of Mortgagee and Tenant and their respective successors and assigns.

11. The term "Mortgagee" as used herein shall include the successors and assigns of Mortgagee and any person, party or entity which shall become the owner of the Premises by reason of a foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or otherwise. The term "Landlord" as used herein shall mean and

include the present landlord under the Lease and such landlord's predecessors and successors in interest under the Lease. The term "Premises" as used herein shall mean the Premises, the improvements now or hereafter located thereon and the estates therein encumbered by the Mortgage.

12. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

13. This Agreement shall be governed by and construed under the laws of the State in which the Premises are located.

14. Tenant shall look solely to the Premises for recovery of any judgment or damages from Mortgagee and neither Mortgagee nor any partner, officer, director, shareholder, employee or agent of Mortgagee shall have any personal liability, directly or indirectly, under or in connection with the Lease or this Agreement or any amendment or amendments to either the Lease or this Agreement made at any time or times, heretofore or hereafter, and Tenant hereby forever and irrevocably waives and releases any and all such personal liability. The limitation of liability provided in this paragraph is in addition to and not in limitation of, any limitation on liability applicable to Mortgagee provided by law, by the Lease or by any other contract, agreement or instrument.

15. The provisions of this Agreement shall be self-operative. Notwithstanding the foregoing, Tenant agrees to execute and deliver to Mortgagee, or any person or entity to whom Tenant herein agrees to attorn, such other reasonable instrument or instruments as either may from time to time reasonably request in order to effectuate the provisions of this Agreement.

16. Nothing in this Agreement shall be deemed to be an agreement by Mortgagee to perform any obligation of Landlord under the Lease unless and until it becomes a Landlord and then, only if required to do so pursuant to the terms of the Lease, as modified and limited by this Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Lease, the terms of this Agreement shall control.

17. In the event of the bringing of any action or suit by any party against any other party concerning this Agreement or the subject matter of this Agreement or the rights and duties of the parties under this Agreement, the party in whose favor final judgment shall be entered shall be entitled to have and recover of and from the other party all costs and expenses of suit, including reasonable attorney's fees.

IN WITNESS WHEREOF, Mortgagee and Tenant have duly executed this Agreement as of the date first above written.

Mortgagee

By: _____
Name:
Title:

[TENANT SIGNATURE BLOCK]

By: _____
Name:
Title:

[Attach Acknowledgments]

EXHIBIT A

[Description of Mortgage]

EXHIBIT B

[Description of Premises]

EXHIBIT C

[Description of Lease or Sublease]

EXHIBIT "E"

PERMITTED EXCEPTIONS

1. Those certain exceptions shown on that certain title policy issued by Chicago Title Insurance Company dated October 31, 1985 as policy number 69-84-805 as updated by endorsements issued on or about the date of this Mortgage, together with that certain Amended and Restated Mortgage and other Loan Documents (as defined in the First Mortgage) in favor of Agent which is insured thereby.

2. Those certain property taxes and mechanic's liens which are the subject of that certain Title Escrow dated as of September 28, 1993 among Chicago Title Insurance Company, Beneficiary, Agent and Chicago Title and Trust Company.

93820414