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D. The Maturity Date (as defined in the Mortgage Note) of the Mortgage Note is May 1, 1993. Woodfield Associates is currently negotiating a financing facility, intended to be secured by the MUII, to finance repayment of

C. The Mortgage Note is secured by, among other things, that certain Mortgage made by Trustee, dated January 28, 1972, and recorded on January 28, 1972, in the office of the Recorder of Deeds of Cook County, Illinois, as document No. 21790833, encumbering certain improved real property in the Village of Schaumburg, Illinois, commonly known as "Woodfield Mall" (the "Mall"), as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (as consolidated, amended and assigned, the "Mortgage").

B. Woodfield Associates, an Illinois general partnership, is the beneficiary under the Land Trust ("Woodfield Associates").

A. Pursuant to that certain Assignment of Loan Documents dated as of August 21, 1989, PERS is the holder of that certain Mortgage Note dated May 1, 1989 in the original principal amount of \$74,300,000 ("Mortgage Note"), made by Trustee in favor of Homart Development Co., a Delaware corporation.

RECITALS

THIS MODIFICATION OF MORTGAGE NOTE AND MORTGAGE (this "Modification") is made as of April 30, 1993, by and between STATE OF CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM, an agency of the State of California ("PERS") and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, as trustee under that certain Trust Agreement dated April 9, 1964, and known as Trust No. 46746 (as amended and assigned, the "Land Trust") ("Trustee").

MODIFICATION OF MORTGAGE NOTE AND MORTGAGE

State of California Public Employees' Retirement System  
c/o Paul, Hastings, Janofsky & Walker  
555 South Flower Street, 23rd Floor  
Los Angeles, California 90071  
Attn: Mark L. Bronson, Esq.

When Recorded Return To:

MAY 10 PM 2:31

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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the Mortgage Note and construction of a Mail expansion, but such new financing will not be in place prior to the Maturity date.

E. The parties hereto desire to extend the Maturity Date by six (6) months, to November 1, 1993, on the terms and conditions hereof, in order to provide time to complete the new financing.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto hereby agree as follows:

1. Maturity Date. The Maturity Date of the Mortgage Note shall be extended to November 1, 1993. Payments of interest on the unpaid principal amount of the Mortgage Note shall continue to be due monthly under the terms of the Mortgage Note, continuing until and including November 1, 1993, on which date the principal amount and all accrued and unpaid interest under the Mortgage Note shall be due and payable.
2. Effectiveness. The effectiveness of this Modification is conditioned upon the recording hereof.
3. Closing Costs. Woodfield Associates shall promptly pay any and all out-of-pocket expenses associated with this Modification, including without limitation escrow fees, recording fees, title fees and filing fees, but excluding attorneys' fees incurred by PERS in connection herewith.
4. Further Assurances. The parties hereto shall each, at their own expense, execute such other documents and perform such other acts as may be reasonably necessary or desirable to carry out the purposes of this Modification.
5. Interpretation. This Modification contains the entire agreement of the parties regarding the subject hereof and supersedes any prior agreement or negotiation, whether oral or written. No addition to or amendment of this Modification shall be effective unless set forth in writing and signed by the party against whom the addition or modification is sought to be enforced. As amended herein, the Mortgage Note, the Mortgage and all other documents executed in connection therewith shall remain in full force and effect, and the parties hereto hereby reaffirm their respective obligations thereunder. The date of this Modification is for reference purposes only and is not necessarily the date on which it was entered into.

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Property of

7. Exculpation. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability of personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all

6. Counterparts. This Modification may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The signature pages of the various counterparts may be removed and attached to a single document which shall constitute a fully executed original document.

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[SIGNATURES CONTINUE]

Ita: \_\_\_\_\_

By: \_\_\_\_\_

CHICAGO TRUST AND TITLE COMPANY,  
not personally but solely as  
Trustee as aforesaid

"Trustee"

Ita: \_\_\_\_\_  
MORTGAGE INVESTMENT OFFICER

By: \_\_\_\_\_

STATE OF CALIFORNIA PUBLIC  
EMPLOYEES' RETIREMENT SYSTEM,  
an agency of the State of  
California

"PERS"

such personal liability, if any, being expressly waived and  
released.  
IN WITNESS WHEREOF, the parties hereto have caused  
this Modification to be duly executed by their duly  
authorized partner or officer, as of the date first written  
above.

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Property of Cook County Clerk's Office

THIS INSTRUMENT WAS PREPARED BY  
PAUL, HASTINGS, JANOSKY & WALKER  
555 South Flower Street, 23rd Floor  
Los Angeles, California 90071  
Mark L. Bronson

its: Designated Representative

BY: [Signature]

STATE OF CALIFORNIA PUBLIC  
EMPLOYEES' RETIREMENT SYSTEM,  
an agency of the state of  
California

BY:

And

its: Designated Representative

BY: [Signature]

By: THE TAUBMAN REALTY GROUP  
LIMITED PARTNERSHIP, a  
Delaware limited partnership

WOODFIELD ASSOCIATES, an  
Illinois general partnership

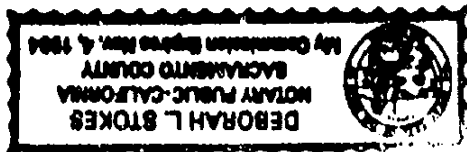
"Woodfield Associates"

ACKNOWLEDGED AND AGREED:

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560663095

(SEAL)



Notary Public in and for said County and State

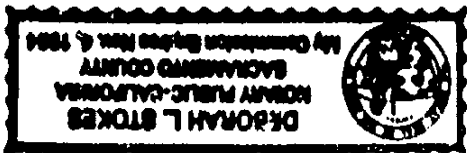
*[Signature]*

WITNESS my hand and official seal.

On May 6, 1993, before me, the undersigned, personally appeared Alvin F. ... (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

STATE OF California  
COUNTY OF San Bernardino  
ss. )  
)

(SEAL)



Notary Public in and for said County and State

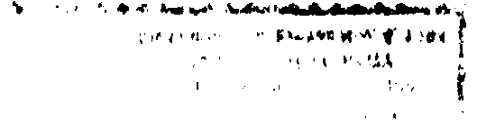
*[Signature]*

WITNESS my hand and official seal.

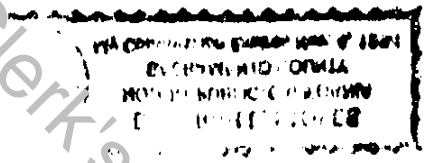
On April 30, 1992, before me, the undersigned, personally appeared Alvin F. ... (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

STATE OF CALIFORNIA  
COUNTY OF San Bernardino  
ss. )  
)

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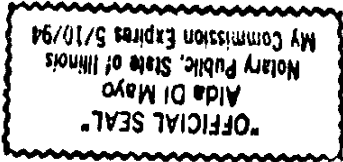
Property of Cook County Clerk's Office



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(SEAL)



Notary Public in and for said County and State

*Aida Di Mayo*

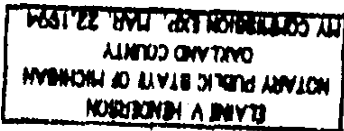
WITNESS my hand and official seal.

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

on MAY 10 1993, before me, the undersigned, personally appeared MELANIE M. HINDS, WIFE WITH JOINT TENANT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
ss. \_\_\_\_\_ )

(SEAL)



Notary Public in and for said County and State

*Elaine V Henderson*

WITNESS my hand and official seal.

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

on May 7, 1993, before me, the undersigned, personally appeared Elaine V Henderson

STATE OF Michigan )  
COUNTY OF Washtenaw )  
ss. \_\_\_\_\_ )



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PARCEL 2C: LOT 2 IN WOODFIELD, A SUBDIVISION OF PART OF THE NORTHWEST 1/4, NORTHEAST 1/4 AND SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF LOT 2 LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 2, SAID POINT BEING 8.897 FEET SOUTHERLY OF (AS MEASURED ALONG THE EAST LINE OF SAID LOT 2) THE NORTHEASTERLY CORNER OF SAID LOT 2; THENCE WESTERLY ALONG A STRAIGHT LINE HAVING A BEARING OF SOUTH 88 DEGREES 17 MINUTES 05 SECONDS WEST, 171.83 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2, SAID POINT BEING 7.119 FEET SOUTHERLY OF (AS MEASURED ALONG THE WEST LINE OF SAID LOT 2) THE NORTHWESTERLY CORNER OF SAID LOT 2) AND (EXCEPT LOT 2A IN THE RESUBDIVISION OF PARTS OF LOT 2, 5, 6 AND 7 IN WOODFIELD, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4,

PARCEL 2A: LOT 2A IN THE RESUBDIVISION OF PARTS OF LOTS 2, 5, 6 AND 7 IN WOODFIELD, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4, NORTHEAST 1/4 AND SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOT 2A IN THE RESUBDIVISION OF PARTS OF LOTS 2, 5, 6 AND 7 IN WOODFIELD, AND THAT PART OF LOT 2 IN WOODFIELD, TAKEN AS A TRACT, SAID WOODFIELD BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4, NORTHEAST 1/4 AND SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 2A AFORESAID, THENCE SOUTH 43 DEGREES 40 MINUTES 00 SECONDS EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 2A, 25.67 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 43 DEGREES 40 MINUTES 00 SECONDS EAST ALONG SAID NORTHEASTERLY LINE OF LOT 2A, 308.33 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 30.00 FEET; THENCE SOUTH 43 DEGREES 40 MINUTES 00 SECONDS EAST, 86.75 FEET; THENCE NORTH 46 DEGREES 20 MINUTES 00 SECONDS EAST, 192.42 FEET; THENCE SOUTH 43 DEGREES 40 MINUTES 00 SECONDS EAST, 1.42 FEET; THENCE NORTH 46 DEGREES 20 MINUTES 00 SECONDS EAST, 25.17 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 6.75 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 00 SECONDS WEST 8.25 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 4.95 FEET; THENCE NORTH 46 DEGREES 20 MINUTES 00 SECONDS EAST, 2.33 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 20.25 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 2.33 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 00 SECONDS WEST, 7.78 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 56.46 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 00 SECONDS WEST, 6.36 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 11.75 FEET; THENCE SOUTH 01 DEGREES 20 MINUTES 00 SECONDS WEST, 11.55 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 11.75 FEET; THENCE SOUTH 01 DEGREES 20 MINUTES 00 SECONDS WEST, 28.46 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION: 07-13-200-031 + 07-13-401-004  
 TAX NUMBER: 07-13-103-007, 07-13-200-014, 07-13-200-015  
 CITY: SOUTHMOBILE, ALABAMA  
 COUNTY: MOBILE, ALABAMA  
 STREET ADDRESS: SOUTHMOBILE, ALABAMA  
 EXHIBIT "A"

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THE RECIPROCAL AND NON-EXCLUSIVE RIGHTS, EASEMENTS, PRIVILEGES OF USE, INGRESS AND EGRESS, PARKING AND FOR UTILITY AND OTHER PURPOSES CREATED AND GRANTED AS AN APPURTENANCE TO PARCELS 1, 2A, 2B AND 2C ABOVE, IN AND BY THAT CERTAIN FOUR PARTY OPERATING AGREEMENT DATED AS OF THE 20TH OF AUGUST, 1969 BETWEEN WOODFIELD ASSOCIATES, MARSHALL FIELD AND COMPANY, SEARS ROEBUCK AND COMPANY AND J. C. PENNEY COMPANY, INCORPORATED, RECORDED ON AUGUST 29, 1969 AS DOCUMENT 20945754 AT THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AND FILED AUGUST 29, 1969 AS DOCUMENT LR2469541 IN THE REGISTRAR'S OFFICE OF COOK COUNTY, ILLINOIS,

PARCEL 4:

THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS 125.40 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 48 SECONDS WEST, A DISTANCE OF 67.86 FEET TO 20 DEGREES 20 MINUTES 00 SECONDS WEST PERPENDICULARLY TO THE LAST DESCRIBED LINE, A DISTANCE OF 251.20 FEET TO THE NORTHWESTLY CORNER OF LOT 11; THENCE SOUTH 43 DEGREES 40 MINUTES 00 SECONDS EAST ALONG THE EASTLY LINE OF LOT 11, A DISTANCE OF 226.53 FEET; THENCE SOUTH 46 DEGREES 29 MINUTES 0 DEGREE 34 SECONDS EAST ALONG THE WEST LINE OF LOT 11, A DISTANCE OF 128.88 FEET TO THE POINT OF BEGINNING; COMMENCING AT THE SOUTHWEST CORNER OF LOT 11, THENCE NORTH 0 DEGREE 29 MINUTES 34 SECONDS EAST, ALONG THE WEST LINE OF LOT 11, A DISTANCE OF 128.88 FEET TO THE POINT OF BEGINNING;

PARCEL 3:

LOT 11 IN WOODFIELD, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4, NORTHEAST 1/4 AND SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS: WEST 28.46 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS DEGREES 70 MINUTES 00 SECONDS WEST, 6.36 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST 11.55 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 11.75 FEET; THENCE SOUTH 01 DEGREES 30.08 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 00 SECONDS WEST 20 SECONDS WEST 6.36 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 11.75 FEET; 46 DEGREES 20 MINUTES 00 SECONDS WEST, 56.46 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 00 SECONDS WEST, 2.33 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 00 SECONDS WEST, 7.78 FEET; THENCE SOUTH DEGREES 20 MINUTES 00 SECONDS WEST 20.25 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 41.50 FEET; THENCE SOUTH 50.67 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 272.00 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, THENCE NORTH 46 DEGREES 20 MINUTES 00 SECONDS EAST, 52.67 FEET; THENCE NORTH 43 DEGREES 40 SECONDS EAST, 2.33 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 53.92 FEET; 01 DEGREES 20 MINUTES 00 SECONDS EAST, 4.95 FEET; THENCE NORTH 46 DEGREES 20 MINUTES 00 WEST, 8.25 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 2.33 FEET; THENCE NORTH DEGREES 40 MINUTES 00 SECONDS WEST, 6.75 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 00 SECONDS WEST, 1.42 FEET; THENCE NORTH 46 DEGREES 20 MINUTES 00 SECONDS EAST 25.17 FEET; THENCE NORTH 43 MINUTES 00 SECONDS EAST, 192.42 FEET; THENCE SOUTH 43 DEGREES 40 MINUTES 00 SECONDS EAST, 86.75 FEET; THENCE NORTH 46 DEGREES 20 LINE OF LOT 2, 308.33 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 30.00 FEET; OF BEGINNING; THENCE SOUTH 43 DEGREES 40 MINUTES 00 SECONDS EAST, ALONG SAID NORTHEASTLY MINUTES 00 SECONDS EAST ALONG THE NORTHEASTLY LINE OF SAID LOT 2A, 25.67 FEET TO THE POINT COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 2A AFORESAID; THENCE SOUTH 43 DEGREES 40 THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: 1/4, NORTHEAST 1/4 AND THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF WOODFIELD, TAKEN AS A TRACT, SAID WOODFIELD BEING A SUBDIVISION OF PART OF THE NORTHWEST RESUBDIVISION OF PARTS OF LOTS 2, 5, 6 AND 7 IN WOODFIELD, AND THAT PART OF LOT 2 IN OF BEGINNING) AND (EXCEPTING THEREFROM THE FOLLOWING: THAT PART OF LOT 2A IN THE EAST, 30.00 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 5.00 FEET TO THE POINT DEGREES 40 MINUTES 00 SECONDS EAST, 5.00 FEET; THENCE NORTH 46 DEGREES 20 MINUTES 00 SECONDS BEGINNING; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 30.00 FEET; THENCE SOUTH 43 00 SECONDS EAST, ALONG THE NORTHEASTLY LINE OF SAID LOT 2A, 334.00 FEET TO THE POINT OF COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 2A; THENCE SOUTH 43 DEGREES 40 MINUTES THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS: NORTHEAST 1/4 AND SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE

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AMENDED BY AMENDMENT TO FOUR PARTY OPERATING AGREEMENT DATED AS OF THE 1ST DAY OF JULY, 1970 BETWEEN THE SAME PARTIES RECORDED ON NOVEMBER 10, 1970 AS DOCUMENT 2131213 AT THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AND AS FURTHER AMENDED BY SECOND AMENDMENT TO FOUR PARTY OPERATING AGREEMENT DATED AS OF THE 21ST DAY OF JUNE, 1971 BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE, MARSHALL FIELD AND COMPANY, ROEBUCK AND COMPANY AND J. C. PENNEY COMPANY, INCORPORATED, RECORDED ON SEPTEMBER 13, 1971 AS DOCUMENT 2161274 AT THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AND FILED ON DECEMBER 14, 1971 AS DOCUMENT LR2598646 IN THE REGISTRAR'S OFFICE OF COOK COUNTY, ILLINOIS, AND AS AMENDED BY THIRD SUPPLEMENTAL AGREEMENT DATED JUNE 21, 1971 AND RECORDED JANUARY 12, 1972 AS DOCUMENT 21774062 SUPPLEMENTAL AGREEMENT DATED THE 30TH DAY OF JANUARY, 1969 BETWEEN WOODFIELD ASSOCIATES AND MARSHALL FIELD AND COMPANY AS AMENDED BY FIRST AMENDMENT TO SUPPLEMENTAL AGREEMENT DATED AS OF THE 21ST DAY OF JUNE, 1971 AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE, AND SEARS, ROEBUCK AND COMPANY, A MEMORANDUM OF SAID SUPPLEMENTAL AGREEMENT AND AMENDMENT HAS BEEN RECORDED ON JANUARY 24, 1972 AS DOCUMENT 2178519 IN THE RECORDER'S OFFICE AFORESAID, SUPPLEMENTAL AGREEMENT DATED AS OF THE 31ST DAY OF OCTOBER, 1969 BY AND BETWEEN WOODFIELD ASSOCIATES AND SEARS, ROEBUCK AND COMPANY AS AMENDED BY FIRST AMENDMENT TO SUPPLEMENTAL AGREEMENT DATED AS OF THE 21ST DAY OF JUNE, 1971 BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE, AND SEARS, ROEBUCK AND COMPANY, A MEMORANDUM OF SAID SUPPLEMENTAL AGREEMENT AND AMENDMENT HAS BEEN RECORDED ON JANUARY 24, 1972 AS DOCUMENT 2178519 IN THE RECORDER'S OFFICE AFORESAID, SUPPLEMENTAL AGREEMENT DATED AS OF THE 30TH DAY OF JANUARY, 1969 BY AND BETWEEN WOODFIELD ASSOCIATES AND J. C. PENNEY COMPANY, INCORPORATED AND SECOND SUPPLEMENTAL AGREEMENT DATED AS OF THE 20TH DAY OF AUGUST, 1969 BETWEEN THE SAME PARTIES (MEMORANDA OF WHICH HAVE BEEN RECORDED ON NOVEMBER 4, 1969 AS DOCUMENT 21003242 AND DOCUMENT 21003243 AT THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS) AS AMENDED BY AMENDMENT TO SUPPLEMENTAL AGREEMENT AND AMENDMENT TO SECOND SUPPLEMENTAL AGREEMENT DATED AS OF THE 21ST DAY OF JUNE, 1971 BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE, AND J. C. PENNEY COMPANY, INCORPORATED, A MEMORANDUM OF WHICH HAS BEEN RECORDED ON JANUARY 24, 1972 AS DOCUMENT 2178519 IN THE RECORDER'S OFFICE AFORESAID, AND AS FURTHER AMENDED BY THIRD AMENDMENT TO FOUR PARTY OPERATING AGREEMENT DATED AS OF THE 19TH DAY OF AUGUST, 1972, BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE, MARSHALL FIELD AND COMPANY, SEARS, ROEBUCK AND COMPANY, J. C. PENNEY COMPANY, INCORPORATED, AND ADOR REALTY CORPORATION, RECORDED MARCH 2, 1973 AS DOCUMENT 2221958 IN THE RECORDER'S OFFICE AFORESAID, ASSIGNMENT AND ASSUMPTION AGREEMENT DATED AUGUST 28, 1982 AND RECORDED AUGUST 30, 1982 AS DOCUMENT 26336957 WHEREBY MARSHALL FIELD AND COMPANY, A DELAWARE CORPORATION, ASSIGNED ITS INTEREST UNDER SAID OPERATING AGREEMENT TO BAT HOLDINGS I INC., A DELAWARE CORPORATION (HEREIN ALL TOGETHER CALLED "EASEMENT AGREEMENT") IN, ON, OVER, UPON AND UNDER CERTAIN ADJOINING REAL PROPERTY THEREIN MORE PARTICULARLY DESCRIBED, TOGETHER WITH ALL OF THE RIGHTS, POWERS AND PRIVILEGES AND BENEFITS UNDER SAID EASEMENT AGREEMENT ACCRUING TO THE OWNER OF SAID PARCELS 1, 2A, 2B AND 2C ITS SUCCESSORS, LEGAL REPRESENTATIVES AND ASSIGNS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5: THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13, AFORESAID; THENCE SOUTH ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4, A DISTANCE OF 62.7 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE SOUTHERLY LINE OF WOODFIELD ROAD PER DOCUMENT NO. 20944544 TO ITS INTERSECTION WITH THE WESTERLY LINE OF WOODFIELD ROAD DESCRIBED IN DOCUMENT NUMBER 20797704 THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE TO THE SOUTHERLY LINE OF WOODFIELD ROAD AFORESAID; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13 AFORESAID; THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.