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COOK COUNTY, ILLINOIS
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Cross Reference: Amended and Restated
Mortgage recorded as Instrument Number
93820405 in Cook County, Illinois

CHICAGO TITLE AND TRUST COMPANY, as trustee
under a Trust Agreement dated June 15, 1985,
and known as Trust No. 1086100

and

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

TO

AURORA SPC, INC., a Maryland corporation, having its principal
place of business at 210 West Pennsylvania Avenue, Suite 610, Towson, Maryland 21204

FIRST AMENDMENT TO AMENDED AND RESTATED MORTGAGE
(Orland Square)

Dated as of April 15, 1994

Location: 151st Street and LaGrange (Rt. 45), Orland Park, Illinois

Permanent Tax No. 27-10-300-012

PREPARED BY AND RECORD AND RETURN TO:

Thomas L. Totten, Esquire
Piper & Marbury
36 South Charles Street
Baltimore, Maryland 21201

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FIRST AMENDMENT TO AMENDED AND RESTATED MORTGAGE (Orland Square)

THIS FIRST AMENDMENT TO AMENDED AND RESTATED MORTGAGE (this "Amendment") is made as of April 12, 1994 by and among **CHICAGO TITLE AND TRUST COMPANY**, as trustee under a Trust Agreement dated June 15, 1985 and known as Trust No. 1086100 (the "Land Trustee"), **ILLINOIS PARTNERS LIMITED PARTNERSHIP** (formerly Six Anchors Limited Partnership), a Maryland limited partnership, having its principal office c/o The Prime Group, Inc., 77 West Wacker Drive, Suite 3900, Chicago, Illinois 60601 (the "Beneficiary," collectively with the Land Trustee, the "Mortgagor") and **AURORA SPC, INC.**, a Maryland corporation, having its principal place of business and principal office c/o President, 210 West Pennsylvania Avenue, Suite 610, Towson, Maryland 21204 ("Current Mortgagee").

RECITALS

A. The Trustees of Mellon Participating Mortgage Trust Commercial Properties Series 85/10 (the "Original Mortgagee") made a loan (the "Loan") to Mortgagor, which Loan was evidenced by that certain Mortgage Note dated October 31, 1985, in the original principal amount of Sixty-Eight Million Dollars (\$68,000,000) (the "Original Mortgage Note").

B. The Loan was secured, *inter alia*, by (i) that certain Mortgage dated as of October 31, 1985 from the Mortgagor to the Original Mortgagee recorded as Instrument No. 85261587 in Cook County, Illinois (the "Original Mortgage"); (ii) that certain Assignment of Lease dated as of October 31, 1985 between Mortgagor and the Original Mortgagee recorded in Cook County, Illinois as Instrument Number 85261589 (the "Original Lease Assignment"); and (iii) that certain Security Agreement between Mortgagor and Original Mortgagee dated as of October 31, 1985 (the "Original Security Agreement").

C. The Original Mortgage Note was amended by that certain Amended and Restated Mortgage Note, executed as of September 28, 1993, but effective as of January 1, 1993, in the original principal amount of \$68,000,000 (the "Amended and Restated Note").

D. The Original Mortgage was amended by that certain Amended and Restated Mortgage, dated as of September 28, 1993, but effective as of January 1, 1993, between Mortgagor and the Original Mortgagee and recorded as Instrument Number 93820405 in Cook County, Illinois encumbering the property described on Exhibit A attached hereto. The Original Mortgage, as so amended and restated, is hereinafter referred to as the "Amended and Restated Mortgage".

E. The Original Lease Assignment and the Original Security Agreement were amended by that certain Amendatory Agreement dated as of September 28, 1993, but effective as of January 1, 1993, between Mortgagor and the Original Mortgagee and recorded as Instrument Number 93820406 in Cook County, Illinois (the "First Amendatory Agreement"). The Original

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Number 01120406 in Cook County, Illinois (the "First Amending Agreement"). The Original Lease Assignment, as amended by the First Amending Agreement, is hereinafter referred to as the "Amended Lease Assignment" and the Original Security Agreement as amended by the First Amending Agreement, is hereinafter referred to as the "Amended Security Agreement."

F. By that Transfer and Assignment from the Original Mortgagee to Current Mortgagee dated as of the date hereof, recorded or intended to be recorded in Cook County, Illinois immediately prior hereto (the "First Assignment"), the Original Mortgagee transferred, assigned and conveyed to Current Mortgagee, the Amended and Restated Mortgage, the Amended Lease Assignment and the Amended Security Agreement, together with the indebtedness secured thereby, the real and personal property described therein, and all right, title, interest, privileges and powers of the Original Mortgagee in and to said property and in or under the Amended and Restated Mortgage, the Amended Lease Assignment and the Amended Security Agreement.

G. The Amended and Restated Note was again amended and restated by that certain Second Amended and Restated Mortgage Note, dated as of the date hereof in the original principal amount of \$68,000,000 registered in the name of the Current Mortgagee until the execution and delivery of the Mortgage Note Trust Agreement (as hereinafter defined), whereupon such Second Amended and Restated Mortgage Note will be registered in the name of the Mortgage Note Trust Trustee (as hereinafter defined) (the "Second Amended and Restated Note"), and the Amended Lease Assignment and the Amended Security Agreement were amended by that certain Second Amending Agreement dated as of the date hereof, recorded or intended to be recorded in Cook County, Illinois (the "Second Amending Agreement").

H. The parties desire to further amend the Amended and Restated Mortgage in accordance with the terms hereof.

I. Current Mortgagee intends, by that Transfer and Assignment dated as of the date hereof, from Current Mortgagee to The Bank of New York, as trustee (the "Mortgage Note Trust Trustee") recorded or intended to be recorded in Cook County, Illinois, immediately subsequent hereto (the "Second Assignment"), to transfer, assign and convey to Mortgage Note Trust Trustee, as trustee under the IPLP Mortgage Note Trust Agreement between Mortgagee and Mortgage Note Trust Trustee dated as of the date hereof (the "Mortgage Note Trust Agreement"), the Amended and Restated Mortgage, as amended by this Amendment, and the Amended Lease Assignment and the Amended Security Agreement, each as amended by the Second Amending Agreement, together with the indebtedness secured thereby, the real and personal property described therein, and all right, title, interest, privileges and powers of Current Mortgagee in and to said property and in or under the Amended and Restated Mortgage, as amended by this Amendment, and the Amended Lease Assignment and the Amended Security Agreement, each as amended by the Second Amending Agreement, and pursuant to the Mortgage Note Trust Agreement, the Mortgage Note Trust Trustee will assume all of the obligations of Aurora under the Transaction Documents (as defined in Exhibit E).

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NOW, THEREFORE, in consideration of the mutual covenants of the parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

2. Amendments to Granting Clauses. The last paragraph on page 1 of the Amended and Restated Mortgage is deleted and replaced as follows:

To secure (i) the payment of an indebtedness evidenced by that certain Mortgage Note dated October 31, 1985, given by Mortgagor to The Trustees of Mellon Participating Mortgage Trust Commercial Properties Series 85/10 (the "Original Note"), as amended and restated by that certain Amended and Restated Mortgage Note 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 (the "Amended and Restated Note"), and as further amended and restated by that certain Second Amended and Restated Mortgage Note dated as of April 12, 1994, given by Mortgagor to and registered in the name of Aurora SPC, Inc. until the execution and delivery of the that certain IPLP Mortgage Note Trust Agreement dated as of April 12, 1994 between Aurora and The Bank of New York, as trustee, whereupon such Second Amended and Restated Mortgage Note will be given by Mortgagor to and registered in the name of The Bank of New York (the "Second Amended and Restated Mortgage Note"), but excluding the indebtedness evidenced by that Subordinate Promissory Note (as defined in the Second Amended and Restated Mortgage Note) (hereinafter, the Original Note, as amended and restated by the Amended and Restated Mortgage Note and by the Second Amended and Restated Mortgage Note, and as further modified, amended or supplemented from time to time in accordance with the terms thereof, provided that all consents required pursuant to the terms thereof have been obtained as required therein, but excluding the indebtedness evidenced by the Subordinate Promissory Note, is referred to as the "Note") in the original principal amount of **SIXTY-EIGHT MILLION AND NO/100 DOLLARS (\$68,000,000.00)**, lawful money of the United States of America, (ii) any and all additional advances made by Mortgagee and expressly permitted under this Mortgage to be made by Mortgagee and secured hereby to protect or preserve the Mortgaged Property or the lien hereof on the Mortgaged Property, to pay taxes, to pay premiums on insurance on the Mortgaged Property or to repair or maintain the Mortgaged Property, (iii) any and all expenses incident to the collection of the debt secured hereby and the foreclosure hereof by action in any court, and (iv)

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the full and prompt payment and performance of any and all obligations or covenants of Mortgagor to Mortgagee under the terms of any other certificates, affidavits, documents, agreements, assignments or other instruments (excluding the Subordinate Promissory Note) now or hereafter evidencing, securing or otherwise relating to the debt evidenced by the Note (collectively, as such documents may be further modified, amended or supplemented from time to time in accordance with the terms thereof, provided all consents required pursuant to the terms thereof have been obtained as required therein, the "Loan Documents"; said debt and all other sums which may or shall become due hereunder or under the Note being hereinafter collectively referred to as the "Debt"), Mortgagor has mortgaged, given, granted, bargained, sold, aliened, enfeoffed, conveyed, confirmed and assigned and by these presents does mortgage, give, grant, bargain, sell, alien, 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 "Promises") and the buildings and improvements now or hereafter located thereon (hereinafter referred to as the "Improvements").

3. Additional Amendments to Defined Terms.

a. The term "Mortgagee" as used in the Amended and Restated Mortgage shall mean the Current Mortgagee until the execution and delivery of the Mortgage Note Trust Agreement, after which the term shall mean the Mortgage Note Trust Trustee, and its successors and assigns.

b. The term "Lease/Sale Agency Agreement" as defined in Section 10 of the Amended and Restated Mortgage shall mean and refer to the Lease/Sale Agency Agreement effective as of January 1, 1993, but dated as of September 28, 1993, among the Beneficiary, the Original Mortgagee and The Dial Corp, a Delaware corporation, ("Dial"), as amended by that certain First Amendment to Lease Sale/Agency Agreement dated as of the date hereof among the Beneficiary, Dial and the Current Mortgagee and as further modified, amended or supplemented from time to time in accordance with the terms thereof, provided that all consents required pursuant to the terms of thereof have been obtained as required therein.

c. The term "Intercreditor Agreement" as defined in Section 53 of the Amended and Restated Mortgage shall mean and refer to the Subordination, Assignment and Intercreditor Agreement effective as of January 1, 1993, but dated as of September 28, 1993, by and between Dial and the Original Mortgagee, as amended by that certain First Amendment to Subordination, Assignment and Intercreditor Agreement dated as of the date hereof between Dial and the Current Mortgagee, and as further modified, amended or supplemented from time to time, in accordance with the terms thereof, provided that all consents required pursuant to the terms thereof have been obtained as required therein.

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d. The term "Master Agreement" as used in Section 54 of the Amended and Restated Mortgage shall mean and refer to the Master Agreement effective as of January 1, 1993, but dated as of September 28, 1993, among the Beneficiary, the Original Mortgagee, Dial and Greyhound-Dobbs Incorporated ("GDI"), as amended by that certain First Amendment to Master Agreement dated as of the date hereof, among the Beneficiary, the Current Mortgagee, Dial and GDI, and as further modified, amended or supplemented from time to time, in accordance with the terms thereof, provided that all consents required pursuant to the terms thereof have been obtained as required therein.

e. The term "Creditor Agreement" as defined in Exhibit E of the Amended and Restated Mortgage shall mean and refer to the Three Party Creditor Agreement effective as of January 1, 1993, but dated as of September 28, 1993, by and among the Beneficiary, the Original Mortgagee and Dial, as amended by that certain First Amendment to Three Party Creditor Agreement dated as of the date hereof, by and among the Beneficiary, the Current Mortgagee and Dial, and as further modified, amended or supplemented from time to time, in accordance with the terms thereof, provided that all consents required pursuant to the terms thereof have been obtained as required therein.

f. The term "Guaranty" as defined in Exhibit E and Annex A to Exhibit E of the Amended and Restated Mortgage shall mean and refer to the Guaranty and Mitigation Agreement effective as of January 1, 1993, but dated as of September 28, 1993, by and among Dial, the Original Mortgagee and the Original Noteholders, as amended by that certain First Amendment to Guaranty and Mitigation Agreement dated as of the date hereof, between Dial and the Current Mortgagee, and as further modified, amended or supplemented from time to time in accordance with the terms thereof, provided that all consents required pursuant to the terms thereof have been obtained as required therein.

g. The term "Transaction Documents" as defined in Exhibit E of the Amended and Restated Mortgage shall mean the Note, the Loan Documents, the Lease/Sale Agency Agreement, the Guaranty, the Rent Deposit Agreement, the Intercreditor Agreement, the Master Agreement and all other certificates, escrow agreements, opinions, documents and instruments delivered in connection with the consummation of the transactions described in the Master Agreement; provided, however, the term "Transaction Documents" shall not include the Subordinate Promissory Note.

h. The "Mortgages" as listed on Exhibit B of the Amended and Restated Mortgage shall mean the Mortgages listed thereon, (i) each as amended and restated by those certain Amended and Restated Mortgages dated as of September 28, 1993, but effective as of January 1, 1993, and (ii) each as amended by that certain First Amendment to Amended and Restated Mortgage dated as of the date hereof, all of which instruments described in (i) and (ii) in the preceding sentence are recorded or intended to be recorded in Cook County, Illinois, DuPage County, Illinois and Lake County, Indiana, as applicable, as further modified, amended or supplemented from time to time in accordance with the terms thereof, provided that all consents required pursuant to the terms thereof have been obtained as required therein.

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4. Deletion of References to "Participation Interest". All references in the Amended and Restated Mortgage to "Participation Interest" are hereby deleted.

5. Application of Net Proceeds; Reduction of Note Payments.

a. Section 2, "Application of Net Proceeds", of Exhibit C to the Amended and Restated Mortgage is hereby deleted and the following is inserted in lieu thereof:

2. Application of Net Proceeds. Mortgagor and Mortgagee acknowledge and agree that notwithstanding anything in this Mortgage to the contrary, in the event that any Net Proceeds are received by Mortgagee, such Net Proceeds shall be applied in accordance with the terms and provisions of the Note.

b. Section 3, "Reduction of Note Payments", of Exhibit C to the Amended and Restated Mortgage is hereby deleted and the following is inserted in lieu thereof:

3. Reduction of Note Payments. Any Net Proceeds applied pursuant to subparagraph 2 above shall reduce the payments of principal under paragraph 4.3 required under the Note coming due after application of such Net Proceeds in the manner set forth in the Note.

6. Exhibit E. The first sentence of paragraph 4 of Exhibit E shall be deleted in its entirety.

7. Notice Addresses: All notices to the Mortgagee under the Amended and Restated Mortgage shall be delivered to the address set forth below:

Until the execution and delivery of the Mortgage Note Trust Agreement to:

Aurora SPC, Inc.
210 West Pennsylvania Avenue
Suite 610, Towson, Maryland 21204
Attn.: President
FAX (410) 321-1901

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Number 93820406 in Cook County, Illinois (the "First Amendatory Agreement"). The Original Lease Assignment, as amended by the First Amendatory Agreement, is hereinafter referred to as the "Amended Lease Assignment" and the Original Security Agreement as amended by the First Amendatory Agreement, is hereinafter referred to as the "Amended Security Agreement."

F. By that Transfer and Assignment from the Original Mortgagee to Current Mortgagee dated as of the date hereof, recorded or intended to be recorded in Cook County, Illinois immediately prior hereto (the "First Assignment"), the Original Mortgagee transferred, assigned and conveyed to Current Mortgagee, the Amended and Restated Mortgage, the Amended Lease Assignment and the Amended Security Agreement, together with the indebtedness secured thereby, the real and personal property described therein, and all right, title, interest, privileges and powers of the Original Mortgagee in and to said property and in or under the Amended and Restated Mortgage, the Amended Lease Assignment and the Amended Security Agreement.

G. The Amended and Restated Note was again amended and restated by that certain Second Amended and Restated Mortgage Note, dated as of the date hereof in the original principal amount of \$68,000,000 registered in the name of the Current Mortgagee until the execution and delivery of the Mortgage Note Trust Agreement (as hereinafter defined), whereupon such Second Amended and Restated Mortgage Note will be registered in the name of the Mortgage Note Trust Trustee (as hereinafter defined) (the "Second Amended and Restated Note"), and the Amended Lease Assignment and the Amended Security Agreement were amended by that certain Second Amendatory Agreement dated as of the date hereof, recorded or intended to be recorded in Cook County, Illinois (the "Second Amendatory Agreement").

H. The parties desire to further amend the Amended and Restated Mortgage in accordance with the terms hereof.

I. Current Mortgagee intends, by that Transfer and Assignment dated as of the date hereof, from Current Mortgagee to The Bank of New York, as trustee (the "Mortgage Note Trust Trustee") recorded or intended to be recorded in Cook County, Illinois, immediately subsequent hereto (the "Second Assignment"), to transfer, assign and convey to Mortgage Note Trust Trustee, as trustee under the IPLP Mortgage Note Trust Agreement between Mortgagee and Mortgage Note Trust Trustee dated as of the date hereof (the "Mortgage Note Trust Agreement"), the Amended and Restated Mortgage, as amended by this Amendment, and the Amended Lease Assignment and the Amended Security Agreement, each as amended by the Second Amendatory Agreement, together with the indebtedness secured thereby, the real and personal property described therein, and all right, title, interest, privileges and powers of Current Mortgagee in and to said property and in or under the Amended and Restated Mortgage, as amended by this Amendment, and the Amended Lease Assignment and the Amended Security Agreement, each as amended by the Second Amendatory Agreement, and pursuant to the Mortgage Note Trust Agreement, the Mortgage Note Trust Trustee will assume all of the obligations of Aurora under the Transaction Documents (as defined in Exhibit E).

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Aurora SPQ, Inc.
210 West Pennsylvania Avenue
Suite 610, Towson, Maryland 21204
Attn.: President
FAX (410) 321-1901

4. Deletion of References to "Participation Interest". All references in the Amended and Restated Mortgage to "Participation Interest" are hereby deleted.

Application of Net Proceeds: Reduction of Note Payments.

a. Section 2, "Application of Net Proceeds", of Exhibit C to the Amended Mortgage is hereby deleted and the following is inserted in lieu thereof:

2. Application of Net Proceeds. Mortgagor and Mortgagee acknowledge and agree that notwithstanding anything in this Mortgage to the contrary, in the event that any Net Proceeds are received by Mortgagee, such Net Proceeds shall be applied in accordance with the terms and provisions of the Note.

b. Section 3, "Reduction of Note Payments", of Exhibit C to the Amended and Restated Mortgage is hereby deleted and the following is inserted in lieu thereof:

3. Reduction of Note Payments. Any Net Proceeds applied pursuant to subparagraph 2 above shall reduce the payments of principal under paragraph 4.2 required under the Note coming due after application of such Net Proceeds in the manner set forth in the Note.

6. Exhibit E. The first sentence of paragraph 4 of Exhibit E shall be deleted in its entirety.

7. Notice Addresses: All notices to the Mortgagee under the Amended and Restated Mortgage shall be delivered to the address set forth below.

Until the execution and delivery of the Mortgage Note Trust Agreement to:

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Following the execution and delivery of the Mortgage Note Trust Agreement to:

The Bank of New York, as Trustee
101 Barclay Street
Floor 12W
New York, New York 10286
Attn.: Corporate Trust - MBS
Fax: (212) 815-4135

with a copy to:

CRICO Mortgage Company, Inc.
11200 Rockville Pike
Rockville, Maryland 20852
Attn.: Frederick J. Burchill
Fax: (301) 466-3121

8. Exchange Property. A new sentence is added following the last sentence of Section 49 of the Amended and Restated Mortgage as follows: "Mortgagor shall provide to Mortgagee a copy of any notice received pursuant to Section 19.4 of any CPS Lease relating to any Exchange Property promptly upon Mortgagor's receipt of such notice."

9. Subordination, Non-Disturbance and Attornment Agreement. All references in the form of the Subordination, Non-Disturbance and Attornment Agreement attached as Exhibit F of the Amended and Restated Mortgage to "The Trustees of Mellon Participating Mortgage Trust Commercial Properties Series 85/10" are hereby deleted. In the event such agreement is delivered, the name of the then Mortgagee shall be identified as the "Mortgagee" therein.

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

11. Continuing Effect. Except as modified by this Amendment, all of the terms, covenants and conditions of the Amended and Restated Mortgage shall continue to remain unchanged and in full force and effect.

12. Binding Effect. The terms, covenants and conditions herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors, personal representatives and assigns.

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13. Illinois Law. This Amendment shall be governed and controlled by the laws of the State of Illinois.

14. Headings. The section headings are for convenience only and do not affect in any way the meaning of this Amendment.

15. Meaning of Terms. Unless otherwise indicated herein, words defined in the Amended and Restated Mortgage shall have the same meaning for purposes of this Amendment.

16. Exculpation of Land Trustee. Notwithstanding anything to the contrary contained in the Second Amended and Restated Note or in the Amended and Restated Mortgage, as amended by this Amendment, this Amendment 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. It is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the Land Trustee personally to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder, and that the owner or owners of any Indebtedness accruing under the Amended and Restated Mortgage, as amended by this Amendment, shall look solely to the Mortgaged Property for the payment thereof, by the enforcement of Mortgagee's rights and remedies therein contained, in the manner therein and in the Second Amended and Restated Note provided, by enforcement of equitable remedies available to Mortgagee, and by action against any other security given to secure payment of the Second Amended and Restated Note.

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

Notwithstanding the provisions of the immediately preceding paragraph, Beneficiary shall be and remain liable for any loss or damage suffered or incurred by Mortgagee as a result of (but only to the extent of the loss or damage so suffered or incurred): (i) Beneficiary's

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misapplication of any proceeds of insurance or 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; and (iv) any security deposits advanced or prepaid rent applied by Mortgagor in violation of applicable law or the provisions of the Amended and Restated Mortgage, as amended by this Amendment.

18. Subordination of Dial Mortgage. Dial, by its consent and agreement hereto, confirms that that certain Second Mortgage, dated as of September 28, 1993, but effective as of January 1, 1993, from the Mortgagor to Dial, as amended by that certain First Amendment to Second Mortgage dated as of the date hereof, each as recorded or intended to be recorded in Cook County, Illinois, continues to be subject and subordinate in all respects to the Amended and Restated Mortgage, as amended by this Amendment.

19. Counterpart Signatures. This Amendment may be executed in multiple counterparts, all of which taken together shall constitute one and the same original.

IN WITNESS WHEREOF, each party has executed this Amendment as of the day first above written.

LAND TRUSTEE

CHICAGO TITLE AND TRUST
COMPANY, as trustee under a Trust
Agreement dated June 15, 1985 and
known as Trust No. 1086100

By: Melanie M. Hinds
Name: MELANIE M. HINDS
Title: ASST. VICE PRESIDENT

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BENEFICIARY

ILLINOIS PARTNERS LIMITED
PARTNERSHIP, a Maryland limited
partnership

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

By: *Dennis W. Townsend*
Dennis W. Townsend,
President

[CORPORATE SEAL]

By: *Dennis W. Townsend*
Dennis W. Townsend, a
General Partner

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

By: *Jeffrey Patterson*
Name: *Jeffrey Patterson*
Title: *Vice President*

[CORPORATE SEAL]

MORTGAGEE

AURORA SPC, INC., a
Maryland corporation

By: *David Townsend*
Name: *David Townsend*
Title: *Vice President*

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THE DIAL CORP, a Delaware corporation, hereby consents and agrees to the foregoing Amendment.

THE DIAL CORP, a Delaware corporation

By: 

Name: R. G. Nelson

Title: Vice President-Treasurer

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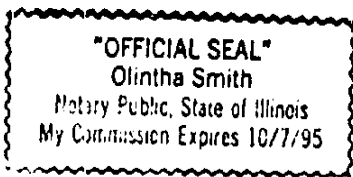
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STATE OF Illinois

COUNTY OF Cook

I, the undersigned, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that MELANIE M. JONES ASST. VICE PRESIDENT personally known to me to be the person whose name subscribed to the foregoing Instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 8th day of April A.D. 1994



Olintha Smith
Notary Public

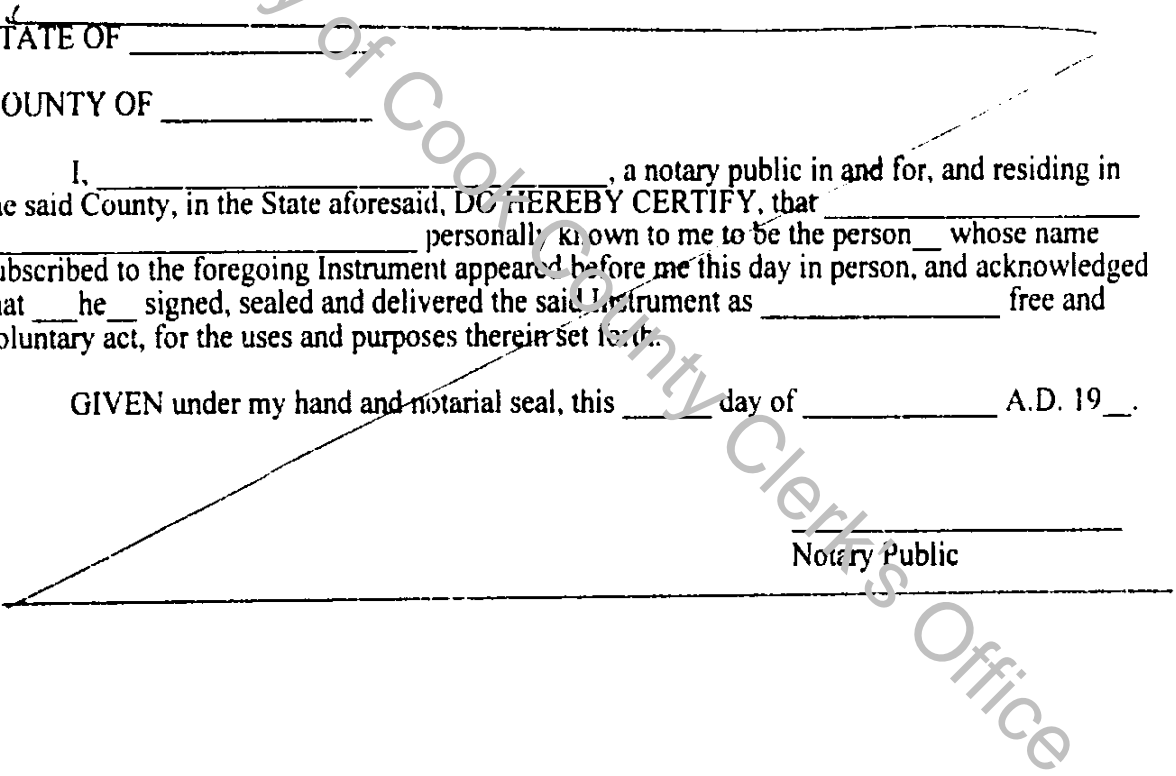
STATE OF _____

COUNTY OF _____

I, _____, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that _____ personally known to me to be the person whose name subscribed to the foregoing Instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____ A.D. 19__.

Notary Public



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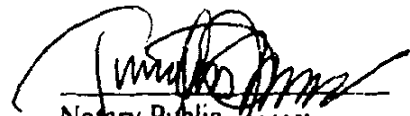
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STATE OF NEW YORK

COUNTY OF NEW YORK

I, TIMOTHY J. HORMAN, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that DENNIS W. TOWNSEND personally known to me to be the person whose name subscribed to the foregoing Instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as PRESIDENT DWT free and voluntary act, for the uses and purposes therein set forth. VENTURE INCORPORATED

GIVEN under my hand and notarial seal, this 6th day of APRIL A.D. 1994

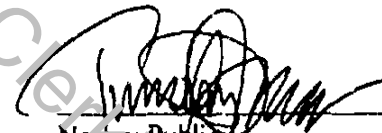

Notary Public
TIMOTHY J. HORMAN
Notary Public, State of New York
No. 31-4975020
Qualified in NY County
Commission Expires Nov. 28, 1994

STATE OF NEW YORK

COUNTY OF NEW YORK

I, TIMOTHY J. HORMAN, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that DENNIS W. TOWNSEND personally known to me to be the person whose name subscribed to the foregoing Instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as GENERAL PARTNER free and voluntary act, for the uses and purposes therein set forth. ILLINOIS PARTNERS LIMITED PARTNERSHIP

GIVEN under my hand and notarial seal, this 6th day of APRIL A.D. 1994


Notary Public
TIMOTHY J. HORMAN
Notary Public, State of New York
No. 31-4975020
Qualified in NY County
Commission Expires Nov. 28, 1994

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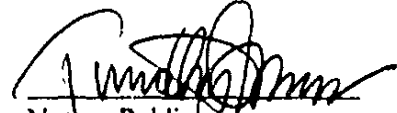
9 4 1 1 9 4

STATE OF NEW YORK

COUNTY OF NEW YORK

I, TIMOTHY J. HORMAN, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that DONNIS W. WINSAND personally known to me to be the person whose name subscribed to the foregoing Instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as PRESIDENT DWT free and voluntary act, for the uses and purposes therein set forth VENTURE INCORPORATED

GIVEN under my hand and notarial seal, this 6th day of APRIL A.D. 1994



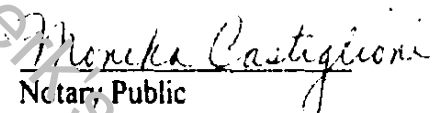
Notary Public
TIMOTHY J. HORMAN
Notary Public, State of New York
No. 31-4976020
Qualified in NY County
Commission Expires Nov. 26, 1994

STATE OF ILLINOIS

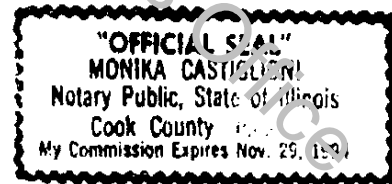
COUNTY OF COOK

I, MONIKA CASTIGLIONI, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that JUSTICE A. PATTERSON personally known to me to be the person whose name subscribed to the foregoing Instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as VIC PRESIDENT free and voluntary act, for the uses and purposes therein set forth RETAIL PARTNERS, INC

GIVEN under my hand and notarial seal, this 14th day of APRIL A.D. 1994



Notary Public



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STATE OF Arizona

COUNTY OF Maricopa

I, Dianne Stoehr, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that R. G. Nelson personally known to me to be the person whose name subscribed to the foregoing Instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 6th day of April A.D. 1994.

My Commission Expires April 30, 1996

Dianne Stoehr
Notary Public

STATE OF _____

COUNTY OF _____

I, _____, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that _____ personally known to me to be the person whose name subscribed to the foregoing Instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____ A.D. 19__.

Notary Public

This document was prepared by:

Piper & Marbury
36 South Charles Street
Baltimore, Maryland 21201
Attention: Thomas L. Totten, Esquire

94364493

96th Avenue/15th Street
Orland Park, Illinois
Cook County
PIN 27-10-300-012

PARCEL 1:

A TRACT OF LAND IN THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING ON THE WEST LINE OF SAID SECTION 10 A DISTANCE OF 1274.60 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 10; THENCE NORTH 00 DEGREES 01 MINUTES 40 SECONDS EAST 104.00 FEET ALONG THE WEST LINE OF SAID SOUTH 1/2; THENCE SOUTH 89 DEGREES 58 MINUTES 20 SECONDS EAST 50.40 FEET; THENCE SOUTH 77 DEGREES 59 MINUTES 08 SECONDS EAST 40.93 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 20 SECONDS EAST 231.61 FEET; THENCE SOUTH 83 DEGREES 35 MINUTES 28 SECONDS EAST 156.17 FEET; THENCE DUE EAST 512.84 FEET; THENCE SOUTH 30 DEGREES WEST 31.75 FEET; THENCE DUE EAST 65.60 FEET; THENCE SOUTH 79 DEGREES 42 MINUTES 36 SECONDS EAST 64.98 FEET; THENCE NORTH 45 DEGREES EAST 25.15 FEET; THENCE SOUTH 44 DEGREES 59 MINUTES 08 SECONDS EAST 80.59 FEET; THENCE NORTH 45 DEGREES 04 MINUTES 00 SECONDS EAST 56.63 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 25 SECONDS EAST 248.71 FEET; THENCE SOUTH 44 DEGREES 57 MINUTES 32 SECONDS WEST 55.89 FEET; THENCE SOUTH 44 DEGREES 54 MINUTES 17 SECONDS EAST 30.09 FEET; THENCE SOUTH 45 DEGREES WEST 231.20 FEET; THENCE DUE SOUTH 475.24 FEET; THENCE SOUTH 26 DEGREES 32 MINUTES 43 SECONDS WEST 45.50 FEET TO A POINT ON CURVE; THENCE NORTHWESTERLY ON A CURVE CONVEX TO THE SOUTH WEST HAVING A RADIUS OF 1536.30 FEET; AN ARC DISTANCE OF 320.54 FEET AND A CHORD BEARING OF NORTH 57 DEGREES 28 MINUTES 38 SECONDS WEST TO A POINT OF COMPOUND CURVE; THENCE NORTHWESTERLY ON A CURVE CONVEX TO THE SOUTH WEST HAVING A RADIUS OF 1414.59 FEET, AN ARC DISTANCE OF 296.29 FEET AND A CHORD BEARING OF NORTH 45 DEGREES 30 MINUTES WEST TO A POINT OF COMPOUND CURVE; THENCE NORTHWESTERLY ON A CURVE CONVEX TO THE SOUTH WEST HAVING A RADIUS OF 1949.66 FEET, AN ARC DISTANCE OF 576.12 FEET AND A CHORD BEARING OF NORTH 31 DEGREES 02 MINUTES 04 SECONDS WEST TO A POINT; THENCE SOUTH 67 DEGREES 25 MINUTES 32 SECONDS WEST 12.50 FEET TO A POINT ON CURVE; THENCE NORTHWESTERLY ON A CURVE CONVEX TO THE NORTH EAST HAVING A RADIUS OF 30 FEET, AN ARC DISTANCE OF 35.29 FEET AND A CHORD BEARING OF NORTH 56 DEGREES 16 MINUTES 12 SECONDS WEST TO A POINT OF TANGENT; THENCE NORTH 89 DEGREES 58 MINUTES 20 SECONDS WEST 215.74 FEET; THENCE SOUTH 78 DEGREES 01 MINUTES 15 SECONDS WEST 40.86 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 20 SECONDS WEST 50.81 FEET TO THE PLACE OF BEGINNING ALL IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE RECIPROCAL AND NON-EXCLUSIVE RIGHTS, EASEMENTS AND PRIVILEGES OF USE, EGRESS, INGRESS, PARK UTILITY AND OTHER PURPOSES CREATED AND GRANTED AS AND APPURTENANCE TO PARCEL 1 ABOVE, TOGETHER WITH ALL THE RIGHTS, POWERS, PRIVILEGES AND BENEFITS ACCORDING TO THE OWNER OF SAID PARCEL 1, HIS SUCCESSORS, LEGAL REPRESENTATIVES AND ASSIGNS, AS CREATED, DEFINED AND QUOTED BY THAT CERTAIN EASEMENT AND OPERATING AGREEMENT DATED MARCH 15, 1976 AND RECORDED AUGUST 10,

9436493

UNOFFICIAL COPY

Orland 2/2

96th Avenue/151st Street
Orland Park, Illinois
Cook County

PIN 27-10-300-012

1976 AS DOCUMENT NUMBER 23591873, EXECUTED BY AND BETWEEN ORLAND PARK VENTURE, A JOINT VENTURE, MARSHALL FIELD AND COMPANY, A DELAWARE CORPORATION, SEARS, ROEBUCK AND COMPANY., A NEW YORK CORPORATION AND J. C. PENNY PROPERTIES, INC., A DELAWARE CORPORATION AS AMENDED BY DOCUMENT NUMBER 24240428 DATED SEPTEMBER 15, 1977 AND RECORDED DECEMBER 16, 1977 EXECUTED BY URBAN INVESTMENT AND DEVELOPMENT COMPANY, A DELAWARE CORPORATION, SUCCESSOR IN INTEREST TO ORLAND PARK VENTURE, MARSHALL FIELD AND COMPANY, A DELAWARE CORPORATION, SEARS, ROEBUCK AND COMPANY., A NEW YORK CORPORATION, J. C. PENNY PROPERTIES, INC., A DELAWARE CORPORATION AND CARSON PIRIE SCOTT AND COMPANY, A DELAWARE CORPORATION, IN, ON, OVER, UPON AND UNDER THE TRACT OF LAND DESCRIBED IN THE EASEMENT AND OPERATING AGREEMENT DATED MARCH 15, 1976 AND RECORDED AUGUST 10, 1976 AS DOCUMENT NUMBER 23591873 (EXCEPT THOSE PORTIONS OCCUPIED OR TO BE OCCUPIED BY BUILDINGS AND STRUCTURES), IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

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