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COOK COUNTY, ILLINOIS
FILED FOR RECORD

Cross Reference: Second Mortgage
recorded as Instrument Number 93820409 in
Cook County, Illinois

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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.,
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

FIRST AMENDMENT TO SECOND 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:

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

BALT04A:TLT:10348:1.04/07/94
21077-5

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FIRST AMENDMENT TO SECOND MORTGAGE (ORLAND SQUARE)

THIS FIRST AMENDMENT TO SECOND MORTGAGE (this "Amendment") is made as of April 15, 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 The Dial Corp, a Delaware corporation, having an office at 1850 North Central Avenue, Phoenix, Arizona 85077 ("Mortgagee").

RECITALS

A. Mortgagor executed that certain Second Mortgage made as of January 1, 1993, but dated as of September 28, 1993, in favor of Mortgagee which was recorded as Instrument No. 93820409 in Cook County, Illinois (the "Original Second Mortgage").

B. The First Mortgage is being amended and assigned concurrently with the execution of this Amendment.

C. The Parties desire to amend the Original Second Mortgage, in accordance with the terms hereof.

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. The second paragraph of the Original Second Mortgage shall be revised to delete clauses (i) and (ii) and replace same with the following:

- (i) the performance by Beneficiary of its obligations under that certain 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 ("MPMT"), as amended by that certain First Amendment to Lease/Sale Agency Agreement dated as of April 2, 1994 among Beneficiary, Mortgagee and Aurora SPC, Inc., a Maryland corporation ("Aurora") as assignee of MPMT, as the foregoing may further be amended, modified or supplemented from time to time in accordance with the terms thereof ("Lease/Sale Agency Agreement").
- (ii) the payment of that certain fee ("Guaranty Fee") if any, that may become due from Beneficiary to Mortgagee described in that certain Three Party Creditor Agreement among Beneficiary, MPMT and Mortgagee effective as of

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January 1, 1993, but dated as of September 28, 1993, as amended by that certain First Amendment to Three Party Creditor Agreement dated as of April 12, 1994 among Beneficiary, Mortgagee and Aurora, as assignee of MPMT, as the foregoing may further be modified, amended or supplemented from time to time in accordance with the terms thereof ("Creditor Agreement").

2. In Subsection 11(m), the term "Mortgagor" shall be deleted and replaced with "Mortgagee" and the term "Agent" shall be deleted and replaced with "the holder of the First Mortgage".

3. Section 29 shall be amended to delete "IPLP" and replace same with "Beneficiary" and to insert after "Incorporated" the following: ("GDI"), as amended by that certain First Amendment to Master Agreement dated as of April 12, 1994 among Beneficiary, Mortgagee, GDI and Aurora, assignee of MPMT, as the foregoing may further be modified, amended or supplemented from time to time in accordance with the terms thereof".

4. Section 39 shall be amended to (A) delete ("Agent") and replace same with ("MPMT"), as amended by that certain First Amendment to Amended and Restated Mortgage dated as of April 12, 1994 between Mortgagor and Aurora, assignee of MPMT," and (B) delete clause (ii) and replace same with "that certain Subordination, Assignment and Intercreditor Agreement effective as of January 1, 1993, but dated as of September 28, 1993, by and between MPMT and Mortgagee as amended by that certain First Amendment to Subordination, Assignment and Intercreditor Agreement dated as of April 12, 1994 between Mortgagee and Aurora, as the foregoing may further be amended, modified or supplemented from time to time in accordance with the terms thereof ("Intercreditor Agreement")".

5. Exhibit B of the Original Second Mortgage shall be deleted and replaced with Exhibit B attached hereto.

6. Exculpation of Land Trustee. Notwithstanding anything to the contrary contained in 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, 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.

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

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8. 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.

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

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

11. Meaning of Terms. Unless otherwise indicated herein, words defined in the Original Second Mortgage shall have the same meaning for purposes of this Amendment.

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

13. Subordination. Mortgagee hereby confirms that the Original Second Mortgage as amended by this Amendment continues to be subject and subordinate in all respects to the First Mortgage, as amended.

14. Exculpation of Beneficiary.

(a) Notwithstanding anything to the contrary contained in this Amendment other than Section 14(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 Amendment 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 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 Amendment.

(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 the Original Second Mortgage, as amended by this Amendment; or (v) modification of the Leases (as defined in the Lease/Sale Agency Agreement) in violation of the Lease/Sale Agency Agreement or this Amendment.

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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: ASSL VICE PRESIDENT

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BENEFICIARY

ILLINOIS PARTNERS LIMITED
PARTNERSHIP, a Maryland corporation

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

By: *Dennis Townsend*
Name: Dennis Townsend
Title: President

[Corporate seal]

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

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

By: *James Patterson*
Name: James Patterson
Title: President

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MORTGAGEE

THE DIAL CORP.,
a Delaware corporation

By: _____
Name:
Title:

Aurora SPC, Inc., a Maryland corporation, current holder of the First Mortgage, hereby consents and agrees to the foregoing Amendment.

AURORA SPC, INC.,
a Maryland corporation

By: D. J. To
Name: David Townsend
Title: Vice President

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MORTGAGEE

THE DIAL CORP,
a Delaware corporation

By: _____

Name: R. G. Nelson

Title: Vice President-Treasurer

Aurora SPC, Inc., a Maryland corporation, current holder of the First Mortgage, hereby consents and agrees to the foregoing Amendment.

AURORA SPC, INC.,
a Maryland corporation

By: _____

Name: _____

Title: _____

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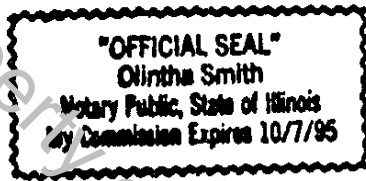
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STATE OF Illinois

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 W. HINDS 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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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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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 DAVID B. 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

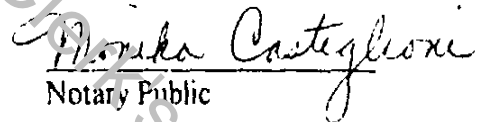
TIMOTHY J. HORMAN
Notary Public, State of New York
No. 31-4975020
Qualified in NY County
Commission Expires Nov. 28, 1994

STATE OF ILLINOIS

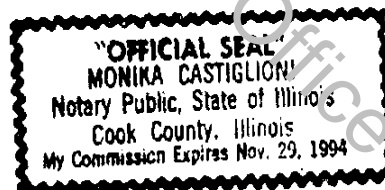
COUNTY OF COOK

I, MONIKA CASTIGLIONI, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that JEFFREY 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 VICE PRESIDENT free and voluntary act, for the uses and purposes therein set forth RETAIL PARTNERS, INC.

GIVEN under my hand and notarial seal, this 7th day of APRIL A.D. 1994



Notary Public



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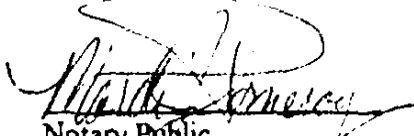
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STATE OF Arizona

COUNTY OF Maricopa

I, Mardi J. Pomeroy, 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


Notary Public
My Commission Expires Aug. 31, 1995

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:

Gibson, Dunn & Crutcher
2029 Century Park East
Suite 4200
Los Angeles, California 90067-3026
Attention: Madeleine A. Kleiner, Esquire

Registered

94364495

96th Avenue/151st 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 50 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 231.51 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 WEST 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 08 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 320.50 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 1949.16 FEET, AN ARC DISTANCE OF 576.12 FEET AND A CHORD BEARING OF NORTH 31 DEGREES 07 MINUTES 04 SECONDS WEST TO A POINT; THENCE SOUTH 67 DEGREES 25 MINUTES 52 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 285.74 FEET; THENCE SOUTH 78 DEGREES 01 MINUTES 15 SECONDS WEST 40.86 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 20 SECONDS WEST 50.83 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 ACCRUING TO THE OWNER OF SAID PARCEL 1, ITS SUCCESSORS, LEGAL REPRESENTATIVES AND ASSIGNS, AS CREATED, DEFINED AND LIMITED BY THAT CERTAIN EASEMENT AND OPERATING AGREEMENT DATED MARCH 15, 1976 AND RECORDED AUGUST 10,

94361495

EXHIBIT A
UNOFFICIAL COPY
(Description of Premises)

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, BEARS, 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, BEARS, 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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EXHIBIT "B"

[LIST OF MORTGAGES]

1. That certain Second 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 Second Mortgage was recorded on October 14, 1993 and amended by that certain First Amendment to Second Mortgage dated as of April 15, 1994.
2. That certain Second 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 Second Mortgage was recorded on October 14, 1993 and amended by that certain First Amendment to Second Mortgage dated as of April 15, 1994.
3. That certain Second 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 Second Mortgage was recorded on October 14, 1993 and amended by that certain First Amendment to Second Mortgage dated as of April 15, 1994.
4. That certain Second 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 Second Mortgage was recorded on October 14, 1993 and amended by that certain First Amendment to Second Mortgage dated as of April 15, 1994.
5. That certain Second 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 Second Mortgage was recorded on October 14, 1993 and amended by that certain First Amendment to Second Mortgage dated as of April 15, 1994.
6. That certain Second 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 Second Mortgage was recorded on October 14, 1993 and amended by that certain First Amendment to Second Mortgage dated as of April 15, 1994.

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