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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

Cross Reference: Assignment of Lease  
recorded as Instrument Number 85261573  
and Amendatory Agreement recorded as  
Instrument Number 93820411 in Cook  
County, Illinois

SEP 22 PM 1:42

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**SECOND AMENDATORY AGREEMENT**  
(Lincoln Mall)

between

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

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

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

109-4605-01  
TAW

After recording, please return to:

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

This instrument was prepared by the above named attorney.

94364501

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## SECOND AMENDATORY AGREEMENT (Lincoln Mall)

THIS SECOND AMENDATORY AGREEMENT (this "Second Amendatory Agreement") 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. 1085200 (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. 85261571 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 85261573 (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 and restated 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 No. 93820410 in Cook County, Illinois encumbering the property described on Exhibit B 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 93820411 in Cook County, Illinois (the "First Amendatory Agreement"). The Original Lease Assignment, as modified by the First Amendatory Agreement, is hereinafter referred to as

- 1 -

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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 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 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 and Restated Mortgage was amended by that certain First Amendment to Amended and Restated Mortgage dated as of the date hereof between Mortgagor and Current Mortgagee, recorded or intended to be recorded in Cook County, Illinois (the "First Amendment to Amended and Restated Mortgage").

H. The parties desire to further amend the Amended Lease Assignment and the Amended Security Agreement in accordance with the terms hereof.

I. Immediately subsequent hereto, 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 ("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 that IPLP Mortgage Note Trust Agreement between Current 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 the First Amendment to Amended and Restated Mortgage, and the Amended Lease Assignment and the Amended Security Agreement, each as amended by this 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 the First Amendment to Amended and Restated Mortgage, and the Amended Lease Assignment and the Amended Security Agreement, each as amended by this Second Amendatory Agreement, and pursuant to the Mortgage Note Trust Agreement, the Mortgage Note Trust Trustee will assume all of the obligations of Current Mortgagee 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, as amended by the First Amendment to Amended and Restated Mortgage, shall have the meanings given such terms set forth therein.

2. Amendments to Amended Lease Assignment. As of the date hereof, the Amended Lease Assignment is hereby amended as follows:

a. The term "Assignment" shall mean and refer to the Amended Lease Assignment, as amended by this Second Amendatory Agreement, 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.

b. The term "Lender" shall mean and refer to the Current Mortgagee, and upon the execution and delivery of the Mortgage Note Trust Agreement, the Mortgage Note Trust Trustee, and its successors and assigns.

c. The term "North Riverside Mortgage" shall mean and refer to the Amended and Restated Mortgage, as amended by the First Amendment to Amended and Restated Mortgage, 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.

d. The term "Note" shall mean and refer to the Second Amended and Restated 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.

e. The term "Lease/Sale Agency Agreement" shall mean and refer to the Lease/Sale Agency Agreement among Mortgagor, the Original Mortgagee and The Dial Corp, a Delaware corporation ("Dial") dated as of September 28, 1993, but effective as of January 1, 1993, as amended by that certain First Amendment to Lease/Sale Agency Agreement, dated as of the date hereof among the Mortgagor, 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.

3. Amendments to Security Agreement. As of the date hereof, the Amended Security Agreement is hereby amended as follows:

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a. The term "Agreement" shall mean and refer to the Amended Security Agreement, as amended by this Second Amendatory Agreement, 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.

b. The term "Lender" shall mean and refer to the Current Mortgagee, and upon the execution and delivery of the Mortgage Note Trust Agreement, the Mortgage Note Trust Trustee, and its successors and assigns.

c. The term "Mortgage" shall mean and refer to the Amended and Restated Mortgage, as amended by the First Amendment to Amended and Restated Mortgage, 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.

d. The term "Note" shall mean and refer to the Second Amended and Restated Note, 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 "Lease/Sale Agency Agreement" shall mean and refer to the Lease/Sale Agency Agreement among Mortgagor, the Original Mortgagee and The Dial Corp ("Dial"), dated as of September 28, 1993, but effective as of January 1, 1993, as amended by that First Amendment to Lease/Sale Agency Agreement, dated as of the date hereof among Mortgagor, 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. Exhibit A to the Amended Security Agreement is hereby deleted and replaced with revised Exhibit A attached hereto.

g. All notices to the Beneficiary under the Amended Security Agreement shall be delivered to the address set forth below:

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

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with a copy to:

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

h. All notices to the Lender under the Amended Security Agreement 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 Ave., Suite 610  
Towson, MD 21204  
Attn: President  
FAX No: (410) 321-1901

Upon 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

4. Amendments to Other Loan Documents. As of the date hereof, the other Loan Documents have been and are hereby amended by redefining all references therein to the "Note", "the Mortgage" and the "Lease Assignment" so that such terms shall mean and refer respectively to the Second Amended and Restated Note, the Amended and Restated Mortgage, as amended by the First Amendment to Amended and Restated Mortgage and the Original Lease Assignment, as amended by the First Amendatory Agreement and by this Second Amendatory Agreement, in

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each such case, as such documents may be further amended, modified or supplemented from time to time in accordance with the terms thereof.

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

6. No Novation. Nothing herein shall be construed to alter or affect the priority of the lien created by the Amended and Restated Mortgage, as amended by the First Amendment to 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.

7. Continuing Effect. Except as modified by this Second Amended and Restated Mortgage, all of the terms, covenants and conditions of the Amended Lease Assignment and the Amended Security Agreement shall continue to remain unchanged and in full force and effect.

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 Second Amended and Restated Mortgage 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 Second Amended and Restated Mortgage.

11. Counterpart Signatures. This Second Amended and Restated Mortgage may be executed in multiple counterparts, all of which taken together shall constitute one and the same original.

12. Liability of Mortgagor. Notwithstanding anything to the contrary contained in the Loan Documents, the liability and obligation of Beneficiary or any partner of Beneficiary to perform and observe and make good the obligations contained in this Agreement shall not be enforced by any action or proceeding wherein damages or any money judgment shall be sought against Beneficiary or any partner of Beneficiary, except a foreclosure action against the





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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: *John E. ...*  
Name: *John E. ...*  
Title: *Vice President*

[CORPORATE SEAL]

## MORTGAGEE

AURORA SPC, INC.,  
a Maryland corporation

By: *Dennis W. Townsend*  
Name: *Dennis W. Townsend*  
Title: *Vice President*

- 8 -



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THE DIAL CORP hereby consents and agrees to the foregoing Second Amendatory Agreement.

THE DIAL CORP,  
a Delaware corporation

By: 

Name: R. G. Nelson

Title: Vice President-Treasurer

Property of Cook County Clerk's Office

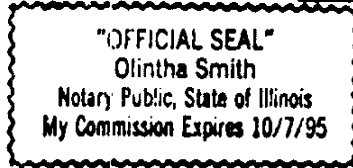
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STATE OF Illinois

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. 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 8<sup>th</sup> 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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11-11-11

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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 6<sup>th</sup> 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. 26, 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 6<sup>th</sup> 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. 26, 1994

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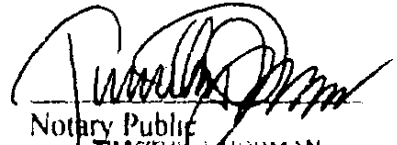
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STATE OF NEW YORK

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 DAVID B. TOWNSHEND 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 AURORA SPC

GIVEN under my hand and notarial seal, this 6<sup>TH</sup> day of APRIL A.D. 1994



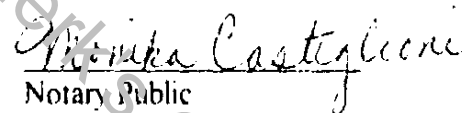
Notary Public  
TIMOTHY J. HORMAN  
Notary Public, State of New York  
No. 31-4975020  
Qualified in NY County  
Commission Expires Nov. 26, 1994

STATE OF ILLINOIS

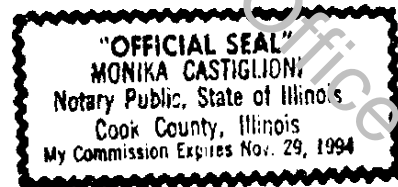
COUNTY OF COOK

I, MONIKA CASTIGLIONI, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that JEREMY 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 7<sup>TH</sup> 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

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2025/01/28

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## EXHIBIT A

1. Debt: The term "Debt" as used in this Agreement shall collectively mean all principal, interest and other sums of any nature whatsoever which may or shall become due and payable under the Loan Documents.
  
2. Loan Documents: The term "Loan Documents" as used in this Agreement shall collectively mean the following documents and instruments executed in connection with the Loan:
  - (a) This Agreement.
  
  - (b) Second Amended and Restated Mortgage Note dated as of April 1, 1994 in the original principal amount of \$68,000,000 given by Chicago Title and Trust Company, as trustee, Lake County Trust Company, as trustee and Illinois Partners Limited Partnership (formerly known as Six Anchors Limited Partnership) to Lender.
  
  - (c) That certain Mortgage dated as of October 31, 1985 given by Chicago Title and Trust Company, as trustee, and Six Anchors Limited Partnership to The Trustees of Mellon Participating Mortgage Trust Commercial Properties Series 85/10 covering the fee estate in certain premises in North Riverside, Illinois more particularly described therein, which Mortgage was recorded on October 31, 1985 as Instrument Number 85-261-579, as amended and restated by that certain Amended and Restated Mortgage dated as of September 28, 1993, but effective as of January 1, 1993, recorded as Instrument Number 93820415, as amended by that First Amendment to Amended and Restated Mortgage dated as of April 1, 1994, 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.
  
  - (d) That certain Mortgage dated as of October 31, 1985 given by Chicago Title and Trust Company, as trustee, and Six Anchors Limited Partnership to The Trustees of Mellon Participating Mortgage Trust Commercial Properties Series 85/10 covering the

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fee estate in certain premises in Orland Park, Illinois more particularly described therein, which Mortgage was recorded on October 31, 1985 as Instrument Number 85-261-587, as amended and restated by that certain Amended and Restated Mortgage dated as of September 28, 1993, but effective as of January 1, 1993, recorded as Instrument Number 93820405, as amended by that First Amendment to Amended and Restated Mortgage dated as of April 15, 1994, 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) That certain Mortgage dated as of October 31, 1985 given by Lake County Trust Company, as trustee, and Six Anchors Limited Partnership to The Trustees of Mellon Participating Mortgage Trust Commercial Properties Series 85/10 covering the fee estate in certain premises in Merrillville, Indiana more particularly described therein, which Mortgage was recorded on October 31, 1985 as Instrument Number 826824, as amended and restated by that certain Amended and Restated Mortgage dated as of September 28, 1993, but effective as of January 1, 1993, recorded as Instrument Number 93067360, as amended by that First Amendment to Amended and Restated Mortgage dated as of April 15, 1994, 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) That certain Mortgage dated as of October 31, 1985 given by Chicago Title and Trust Company, as trustee, and Six Anchors Limited Partnership to The Trustees of Mellon Participating Mortgage Trust Commercial Properties Series 85/10 covering the fee estate in certain premises in Bloomingdale, Illinois more particularly described therein, which Mortgage was recorded on October 31, 1985 as Instrument Number R85-94908, as amended and restated by that certain Amended and Restated Mortgage dated as of September 28, 1993, but effective as of January 1, 1993, recorded as Instrument Number 93-232828, as amended by that First Amendment to Amended and Restated Mortgage dated as of April 15, 1994, 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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(g) That certain Mortgage dated as of October 31, 1985 given by Chicago Title and Trust Company, as trustee, and Six Anchors Limited Partnership to The Trustees of Mellon Participating Mortgage Trust Commercial Properties Series 85/10 covering the fee estate in certain premises in Lombard, Illinois more particularly described therein, which Mortgage was recorded on October 31, 1985 as Instrument Number R85-94917, as amended and restated by that certain Amended and Restated Mortgage dated as of September 28, 1993, but effective as of January 1, 1993, recorded as Instrument Number 93-232819, as amended by that First Amendment to Amended and Restated Mortgage dated as of April 12, 1994, 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.

(h) That certain Mortgage dated as of October 31, 1985 given by Chicago Title and Trust Company, as trustee, and Six Anchors Limited Partnership to The Trustees of Mellon Participating Mortgage Trust Commercial Properties Series 85/10 covering the fee estate in certain premises in Matteson, Illinois more particularly described therein, which Mortgage was recorded on October 31, 1985 as Instrument Number 85-261-571, as amended and restated by that certain Amended and Restated Mortgage dated as of September 28, 1993, but effective as of January 1, 1993, recorded as Instrument Number 93820410, as amended by that First Amendment to Amended and Restated Mortgage dated as of April 12, 1994, 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.

(i) All other documents and instruments of any nature whatsoever executed and delivered in connection with the loan or otherwise relating thereto, excluding the Subordinate Promissory Note (as defined in the Second Amended and Restated Mortgage Note described in clause (b) above).

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EXHIBIT B  
(Description of Premises)

Lincoln 1/1

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 CONCRETE 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 AFORESAID 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 2, 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 AFORESAID 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, 2, 4, 5, 8, 9, 10, 11 AND 12 IN LINCOLN MALL SUBDIVISION AFORESAID AS SHOWN ON THE PLAT PLAN ATTACHED TO THE SAID TOTAL SITE AGREEMENT

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