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COOK COUNTY, ILLINOIS FILED FOR RECORD

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Cross Reference: Assignment of Lease recorded as Instrument Number 85261581 and Amendatory Agreement recorded as Instrument Number 93820416 in Cook County, Illinois

SECOND AMENDATORY AGREEMENT

(North Riverside Mall)

between

CHICAGO TITLE AND TRUST COMPANY, as trustee under Trust Agreement dated June 15, 1985, and known as Trust No. 1085900 ("Land Trustee");

ILLINOIS PARTIFPS 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

After recording, please return to:

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

This instrument was prepared by the above named attorney.

BALT04A:TLT:10259:1:04/08/94 21077-5

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SECOND AMENDATORY AGREEMENT

(North Riverside Mall)

Agreement") 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. 1085900 (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 Tructees 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. 85261579 in Cook County, Illinois (the 'Original Mortgagee"); (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 85261561 (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. 93820415 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 93820416 in Cook County, Illinois (the "First Amendatory Agreement"). The Original Lease Assignment, as modified by the First Amendatory Agreement, is hereinafter referred to as

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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.
- Immediately subsequent hereto, Current Mortganee intends, by that Transfer and I. 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 hereot, (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. <u>Definitions</u>. 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, arounded 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 'ern "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 ame ided 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 the, all consents required pursuant to the terms thereof have been obtained as required thereig.
 - 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. <u>Amendments to Security Agreement</u>. As of the date hereof, the Amended Security Agreement is hereby amended as follows:

- 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

with a copy to:

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

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

Attn.: Frederick J. Burchill Fax: (301) 466-3121

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 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 Amendatory Agreement 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 Amendatory Agreement and this Second Amendatory Agreement.
- 6. No Novation. Nothing berein shall be construed to alter or affect the priority of the lien created by the Amended and Restrict 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 Amendatory Agreement, 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. <u>Binding Effect</u>. 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. <u>Illinois Law</u>. This Second Amendatory Agreement 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 Amendatory Agreement.
- 11. <u>Counterpart Signatures</u>. This Second Amendatory Agreement may be executed in multiple counterparts, all of which taken together shall constitute one and the same original
- 12. <u>Liability of Mortgagor</u>. 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 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 (as defined in the Amended and Restated Mortgage, as amended by the First Amendment to Amended and Restated Mortgage), 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 the First Amendment to Amended and Restated Mortgage, 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 the First Amendment to Amended and Restated Mortgues.

Notwithstanding the provisions of the immediately preceding paragraph, Beneficiary shall be and remain hable 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 misapplication of any proceeds of insurance and condemnation proceeds as required by the Amended and Restated Mortgage, as amended by the First Amendment to Amended and Restated Mortgage, or any Loan Documents; (ii) Beneficiary's willful damage or destruction to the Mortgaged Property; (iii) freudulent conduct on the part of Beneficiary or any general partner of Beneficiary; or (iv) any securit 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 the First Amendment to Amended and Restated Mortgage.

IN WITNESS WHEREOF, each party has elecuted this Second Amendatory Agreement as of the day first above written.

MORTGAGOR

CHICAGO TITLE AND TRUST COMPANY. as trustee under a Trust Agreement dated June 15, 1985 and known as Trust No. 1085900

Name: MELANIE M. HINDS Title: MICE PRESIDENT

ILLINOIS PARTNERS LIMITED PARTNERSHIP, a Maryland limited partnership

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

By: Dennis W. Townsend, President

[CORPORATE SEAL]

Dennis W. Townsend, a General Partner

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

DOOR TO OR COOK COOK

[CORPORATE SEAL]

MORTGAGEE

AURORA SPC, INC., a Maryland corporation

Name: David Texarand

Title: VICE PROJECT

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

THE DIAL CORP.

a Delaware corporation

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STATE OF Thoms
COUNTY OF _ GOX
I,
OFFICIAL SEAL" Olintha Smith Notary Public, State of Illinois Commusion Expires 10/7/95 Notary Public
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STATE OF
COUNTY OF
I, a notary public in and for, and residing in the said County, in the State aforesaid, DC !! EREBY 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 thathe signed, sealed and delivered the said by rument as free and voluntary act, for the uses and purposes therein set for h.
GIVEN under my hand and notarial seal, thisday of A.D. 19
Notary Public
Notally Fublic
Co

STATE OF NEW YORK	
COUNTY OF NEW YORK	
I. TIMORY I. HORMAN , a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that believed 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 DUT 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	
STATE OF NEW YORK STATE OF NEW YORK No. 31-4975020 No. 31-4975020	
COUNTY OF Commission Expires Nov. 26, 199	
I. TIP OF W. J. HORMAN , a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that Design W. Trumsend 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 the personal acknowledged that he signed, sealed and delivered the said Instrument as the personal acknowledged that he signed, sealed and delivered the said Instrument as the personal acknowledged that he signed, sealed and delivered the said Instrument as the personal acknowledged that he signed, sealed and delivered the said Instrument as the personal acknowledged that he signed, sealed and delivered the said Instrument as the personal acknowledged that he signed, sealed and delivered the said Instrument as the personal acknowledged that he signed, sealed and delivered the said Instrument as the personal acknowledged that he signed, sealed and delivered the said Instrument as the personal acknowledged that he signed, sealed and delivered the said Instrument as the personal acknowledged that he signed, sealed and delivered the said Instrument as the personal acknowledged that he signed ac	, P
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STATE OF NEW YORK	
COUNTY OF NEW YORK	
the said County, in the State aforesaid, DO HEREBY personally known subscribed to the foregoing Instrument appeared before thathe signed, sealed and delivered the said Instrument act, for the uses and purposes therein set for the uses and purposes the uses and purposes the uses and purposes the uses and the uses are used to use and the uses and the uses and the uses and the use	n to me to be the person whose name ore me this day in person, and acknowledged istrument as vice president free and
GIVEN under my hand and notarial seal, this	GTH day of APRIL AD 1994
	Notary Public State of New York No. 31-4975020
STATE OF ILLINOIS	Qualified in NY County Commission Expires Nov. 28, 1994
COUNTY OF COOK	·
the said County, in the State aforesaid, DO HEREBY personally known subscribed to the foregoing Instrument appeared of that he signed, sealed and delivered the said incovoluntary act, for the uses and purposes therein set for	n to me to be the person whose name ore me this day in person, and acknowledged comment as $\sqrt{1/2} = \frac{1}{2} \frac{1}{2} \frac{1}{2} = \frac{1}{2} \frac{1}{2}$
GIVEN under my hand and notarial seal, this	7+1 day of HPRIL A.D 1994
	Sprance Castinglione Notary Public
	Stronica Castin lione Notary Fublic

Piper & Marbury 36 South Charles Street Baltimore, Maryland 21201 Attention: Thomas L. Totten, Esquire	STATE OF Arizona	
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. Ny Commission Expires April 30, 1996 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 the person, whose name subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed, sealer and delivered the said fristrument as free and voluntary act, for the uses and acknowledged free this day in person, and acknowledged that he signed, sealer and delivered the said fristrument as free and columnary act, for the uses and acknowledged free and solutions are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed, sealer and delivered the said fristrument as free and voluntary act, for the uses and acknowledged free and subscribed to the foregoing instrument appeared before the 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	COUNTY OF Maricopa	
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. All Commission Expires April 30, 1996 STATE OF COUNTY OF 1.	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	
Notary Public STATE OF COUNTY OF the said County, in the State aforesaid, DO HEREBY CERTIFY, that 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 surposes therein set forth. GIVEN under my hand end 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	subscribed to the foregoing Instrument appeared before me this day in person, and acknowledg that he signed, sealed and delivered the said Instrument as his free and	ed .
STATE OF COUNTY OF I. the said County, in the Nate 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 GIVEN under my hand and notarial seal, this day of	GIVEN under my hand and notarial seal, this 6th day of April A.D. 1990	<u>.</u> .
COUNTY OF I	My Commission Expires April 30, 1996 Notary Public	<u>)</u> .
COUNTY OF I	STATE OF	
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 Piper & Marbury 36 South Charles Street Baltimore, Maryland 21201 Attention: Thomas L. Totten, Esquire		
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	l, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that	
Notary Public Piper & Marbury 36 South Charles Street Baltimore, Maryland 21201 Attention: Thomas L. Totten, Esquire	beisonary known to me to be une beison whose hame	
Piper & Marbury 36 South Charles Street Baltimore, Maryland 21201 Attention: Thomas L. Totten, Esquire	GIVEN under my hand erid norarial seal, this day of A.D. 19	·
Piper & Marbury 36 South Charles Street Baltimore, Maryland 21201 Attention: Thomas L. Totten, Esquire		
Piper & Marbury 36 South Charles Street Baltimore, Maryland 21201 Attention: Thomas L. Totten, Esquire	Notary Public	
Piper & Marbury 36 South Charles Street Baltimore, Maryland 21201 Attention: Thomas L. Totten, Esquire		/
36 South Charles Street Baltimore, Maryland 21201 Attention: Thomas L. Totten, Esquire	This document was prepared by:	
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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.
- Second Amended and Restated Mortgage Note dated as of April 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.
- 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 55-261-579, 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 as of April 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 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.

- Dropony, That certain Mortgage dated as of October 31, 1985 given (e) 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 33067360, as amended by that First Amendment to Amended and Pestated Mortgage dated as of April /5, 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.
 - That certain Mortgage dated as of October 31, 1985 given **(f)** 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 [5, 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.

- That certain Mortgage dated as of October 31, 1985 given (g) 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 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.
- 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, 23 amended by that First Amendment to Amended and Restated Mortgage dated as of April 5 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).

D CO CO PA

EHERT BY DESTRIPTION 1/5

Cermack Road/26th Street North Riverside, Illinois Cook County PIN 15-25-200-004

DARCEL 1:

THAT PART OF THE MORTHEAST 1/4 OF SECTION 25, TOWNSHIP 39 MORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; BOUNDED AND DESCRIBED AS POLICUES:

BEGINNING AT A POINT 50 FEET SOUTH AND 33 FEET EAST OF THE BORTHWEST CORNER OF THE MORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 0 DEGREES 10 MINUTES 52 SECONDS EAST ALONG A STRAIGHT LINE 33 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID MORTHEAST 1/6 A DISTANCE OF 1,589.31 FEET TO A POINT; THENCE WORTH 69 DEGREES SE MINUTES 52 SECONDS WEST ALONG A STRAIGHT LINE A DISTANCE OF 33.0 FIET TO A POINT IN THE WEST LINE OF THE SAID MORTHEAST 1/4; THENCE SOUTH 0 DEGREES 10 MINUTES 12 SECONDS EAST ALONG SAID WEST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 149.15 FEET TO A POINT IN THE MORTHERLY RIGHT OF MAY OF THE ILLINOIS CENTRAL RAILROAD; Trance South 67 degrees 12 minutes 02 seconds east along said MORTHERLY LIFE OF THE ILLINOIS CENTRAL RAILROAD A DISTANCE OF 438.79 YEST; THENCE DUE NO (T): ALONG A STRAIGHT LIME A DISTANCE OF 450.53 FEET TO A POINT; THENCE DUE EAST WONG A STRAIGHT LINE A STRAIGHT LINE A DISTANCE OF 55.00 FEET TO A POINT; THERE'S FUE HORTH ALONG A STRAIGHT LINE A DISTANCE OF 238.5 FIET TO A POINT: THENCE DUE ELST ALONG A STRAIGHT LINE A DISTANCE OF 120.00 FEET TO A POINT: THERCE DUE NOTTH ALONG A STRAIGHT LINE A DISTANCE OF 203.00 FEET TO A POINT; THENCE DUE WIST ALONG A STRAIGHT LINE A DISTANCE OF 136.38 FEET TO A POINT; THENCE DUE NORTH A ONG A STRAIGHT LINE A DISTANCE OF 88.5 FEET TO A TO A POINT; THENCE DUE WEST LONG A STRAIGHT LINE A DISTANCE OF 358.00 FEET TO A POINT; THENCE BORTH D DEGREE? 10 MINUTES 52 SECONDS WEST ALONG A STRAIGHT LINE A DISTANCE OF 648.00 FEET TO 1. PCINT; THENCE DUE WEST ALONG A STRAIGHT LINE A DISTANCE OF 20.00 FEET TO A DOUNT; THENCE WORTH SOUTH 0 DEGREES 10 MINUTES 52 SECONDS WEST ALONG A STRAIGHT LIVE A DISTANCE OF 115.00 FEET TO A POINT; THENCE MORTH 44 DEGREES 54 MINUTES 34 \$1,00005 BAST ALONG A STRAIGHT LINE A DISTANCE OF 56.48 FEET TO A POINT; THENCE DUE FAST ALONG A STRAIGHT LINE A DISTANCE OF 218.00 FRET TO A POINT; THENCE SOUTH 80 DEGREES 32 MINUTES 33 SECONDS EAST ALONG A STRAIGHT LINE A DISTANCE OF 152.15 FIST TO A POINT; THENCE HORTH O DEGREES 10 MINUTES SO SECONDS WEST ALONG A STRAIGHT LINE A DISTANCE OF 50.00 FEST TO A POINT: THENCE DUE WEST ALONG A STRAIGHT JUNE A DISTANCE OF 443.00 PEET TO THE POINT OF ARGINSTING.

PARCEL 2:

THE RECIPROCAL AND NON-EXCLUSIVE EASEMENTS FOR AUTINTION BASIN AND FOR INGRESS AND EGRESS, PARKING, UTILITIES, AND CONSTRUCTION, RECLYSTRUCTION, ERECTION AND MAINTENANCE OF FOUNDATION, FOOTINGS, SUPPORTS, CAROVIEL, ROOFS, BUILDING AND OTHER OVERHANDS OR PROJECTIONS, AWNING, ALARM BELLS, OTHER, LIGHTS, AND LIGHTING DEVISES, UTILITY VAULTS, STAIRCASES AND OTHER SIMILAR PUPPATENANCES TO PARCEL 1 ABOVE, CREATED, DEFINED AND LIGHTED BY THAT CERTAIN RECEMPECAL OPERATION AND

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North Riverside, Illinois Cook County PIN 15-25-200-001

EASEMENT AGREEMENT DATED DECEMBER 6, 1973, AND RECORDED ON JANUARY 2, 1974, AS DOCUMENT NUMBER 22584954 AS AMENDED BY DOCUMENT RECORDED JANUARY 7, 1976 AS DOCUMENT 23346268. IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, BY AND AMENG RIVERSIDE MALL ASSOCIATES, AN ILLINOIS LIMITED PARTHERSHIP, J. C. PENNEY PROPERITES, INC., A DELAWARE CORPORATION, CARSON PIRIE SCOTT AND COMPANY, A DELAWARE CORPORATION, AND MONTGOMERY WARD DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, IN. OVER, UPON, AND UNDER AS SHOWN ON THE PLOT PLAN ATTACHED TO SAID AGREDMENT, IN COOK COUNTY, ILLINOIS

FUB . PARCEL 'D':

THAT PART OF THE MORTHEAST 1/4 OF SECTION 25, TOWNSHIP 39 WORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOORDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A SOLAT 40 PEET WEST OF THE WEST LINE OF THE NORTH-SOUTH ILLINOIS CENTRAL RAILROAD KIGHT OF WAY AND SO FEET SOUTH OF THE MORTH LINE OF SAID QUARTER SECTION: THENCE DUE 1857 ALONG A STRAIGHT LINE SO FEET SOUTH OF AND PARALLEL WITH THE MORTH LINE OF SAID MORTHED ST 1/4 A DISTANCE OF 419.70 FEST TO A POINT: THENCE DUE SOUTH ALONG A STRAIGHT LINE A DISTANCE OF 210.00 FEET TO A POINT; THENCE DUE WEST ALONG A STRAIGHT LINE A DISTANCE OF 50.00 FEET TO A POINT: THENCE DUE SOUTH ALONG A STRAIGHT LINE A DISTANCE OF ALF. OF FEET TO A POINT; THENCE DUE WEST ALONG A STRAIGHT LINE A DISTANCE OF 427.38 FEET TO A POINT; THENCE DUE SOUTH ALONG A STRAIGHT LINE A DISTARCE OF 238.5 FEET TO A POINT, WHINCE DUE EAST ALONG A STRAIGHT LINE A DISTARCE OF 136.38 FEET TO A POINT; THENCE DUE FOUTH ALONG A STRAIGHT LINE A DISTANCE OF 303.00 FEET TO A POINT; THENCE DUE WEST ALONG A STRAIGHT LINE A DISTANCE OF 120.00 FEET TO A POINT; THENCE DUE SOUTH ALONG INFRAIGHT LINE A DISTANCE OF 238.5 FEET TO A POINT: THENCE DUE EAST ALONG A STRAIGHT LINE & DISTANCE OF 484.00 FEET TO A POINT: THENCE DUE SOUTH ALONG A STRAIGHT LINE A DISTANCE OF 200,00 FEET TO A POINT; THENCE DUE BAST ALONG A STRAIGHT LINE A DISTANCE OF 200 00 FEET TO A POINT; THENCE DUE NORTH ALONG A STRAIGHT LINE A DISTANCE OF 943.00 FEET TO A POINT; THENCE DUE EAST ALONG A STRAIGHT LINE A DISTANCE OF 198.01 PEET TO A POINT; THENCE BORTH O DEGREES OF MINUTES 18 SECORDS WEST ALONG A STRAIGHT LINE A DISTANCE OF 719 FIRT TO THE POINT OF BEGINNING:

/CUNTAINING 855,769.35 SO PIET OR 19.6687 ACRES/ SUB-PARCEL RU (RETENTION BASIN):

THAT PART OF THE WORTHEAST 1/4 OF SECTION 25, TOWNSHIP 39 MORTH, RAPUS 12 BAST OF THE THIRD FRINCIPAL MERIDIAN, IN COOK COUNTY, XILINOIS BOONDED AND DESCRIPTOR AS FOLLOWS:

Beginning at a point in the nesterly like of the morth-south illinois central RAILROAD RIGHT OF WAY WHICH HE 2020.46 FEST SOUTH OF THE MORTH LINE OF SAID QUARTER SECTION: THENCE SOUTH 67 DEGREES 01 MINUTES 23 SECONDS WEST ALONG A STRAIGHT LINE A DISTANCE OF 449.89 FEET TO A POINT IN THE MORTHERLY LINE OF THE EASTERLY-WESTERLY ILLINOIS CENTRAL RAILROAD RIGHT OF MAY; THENCE SOUTH 67 DEGREES 12 MINUTES 02 SECONDS BAST ALONG BAID MORTHERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD RIGHT OF WAY A DISTANCE OF 450.00 FEET TO A POINT; THENCE WORTH 0 DEGREES OF MINUTES 18 SECONDS WEST ALONG A STRAIGHT LINE A DISTANCE OF 350.00 YEST TO THE POINT OF BEGINNING:

CONTAINING 72,840.73 SQ PRET OR 1.6653/ SUB-PARCEL ' B':

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THAT PART OF THE MORTHEAST QUARTER OF SECTION 25, TOWNSHIP 39 MORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE EASTERLY-WESTERLY ILLINOIS CENTRAL RAILROAD RIGHT OF WAY WITH THE HORTHERLY LINE OF 26TH STREET, THENCE MORTH 87 DEGREES 48 MINUTES 59 SECONDS WEST ALONG SAID MORTHERLY LINE OF 26TH STREET A DISTANCE OF 656.43 FEET TO A POINT OF REGINNING; THENCE MORTHERLY ALONG A CURVED LINE CONSIDE WESTERLY WITH A CENTRAL ANGLE OF 26 DEGREES AND A RADIUS OF 149 FEET, A DISTANCE CR 67.61 FEET; WITH A CHORD DISTANCE OF 67.06 FEET, AND A CHORD BEARING OF MORTH 10 DEGREES 48 MINUTES 53 SECONDS WEST, TO A POINT OF TANGENCY; THENCE NORTH 23 DEGREES 48 MINUTES 53 SECONDS WEST ALONG A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT, A DISTANCE OF 118.05 FEET TO A POINT OF CURVATURE; THENCE MORTHERLY ALONG A CURVED LINE CONCAVE EASTELRY WITH A RADIUS OF 249 FEET, AND A CENTRAL SINGLE OF 26 DEGREES 13 MINUTES 15 SECONDS, A DISTANCE OF 113.95 FEET WITH A CHORD DISTANCE OF 112.96 FEET, AND A CHORD SEARING OF NORTH 10 DEGREES 42 MINUTES 15 SECONDS WEST TO A POINT ON THE SOUTHERLY LINE OF THE EASTERLY-WESTERLY ILLINOIS CENTRAL RAILROAD; THENCE MORTH 67 DEGREES 12 MINUTES 02 SECONDS WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD, A DISTANCE OF \$1.89 FEET TO A POINT; THENCE SOJTHERLY ALONG A CURVED LINE CONCAVE EASTERLY WITH A RADIUS OF 327 FEET AND A CENTRAL ANGLE OF 31 DEGREES 13 MINUTES 37 SECONDS A DISTANCE OF 178.22 FEET, WITH A CHORD DISTANCE OF 176.02 FEET, AND A CHORD BEARING OF SOUTH 6 DEGREES 12 MINUTES 04 BEOCHOS EAST, TO A POINT OF TANGENCY; THENCE SOUTH 23 DEGREES 48 MINUTES 53 SECONDS BAST ALONG A STANGET LINE, TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT, A DISTANCE OF 118.05 PEST TO A POINT OF CURVATURE: THENCE SOUTHERLY ALONG A CURVED LINE, TANGENG TO THE LAST DESCRIBED LINE AT THE LAST DESCRIBED POINT, CONCAVE WESTERLY, WITH A RADTUS OF 71 FEET; AND A CENTRAL ANGLE OF 16 DEGREES OF MINUTES 39 SECONDS. A DISTANCE OF 10:03 FEET TO A POINT ON SAID MORTHERLY LIME OF 26TH STREET, THENCE EASTERLY ALON' AND MORTHERLY LIME OF 26TH STREET A DISTANCE OF 79.97 FEET TO THE POINT OF BEGINNING:

/CONTAINING 23,991.73 SQ FEET OR 0.5508 ACRES/ SUB-PARCES '2':

THAT PART OF THE MORTHEAST 1/4 OF SECTION 25, TOWNSHIP 39 HOUR, RANGE 12 BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDED AND EASCLIBED AS FOLLOWS:

BEGINNING AT A POINT 75.00 FEET SOUTH OF THE HORTH LINE AND 148.00 FEFT EAST OF THE WEST LINE OF THE MORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 0 DEGREES 13 MINUTES 52 SECONDS EAST ALONG A STRAIGHT LINE A DISTANCE OF 155.00 FEET TO A POINT; THENCE HORTH 0 DEGREES 10 MINUTES 52 SECONDS WEST ALONG A STRAIGHT LINE A DISTANCE OF 115.00 FEET TO A POINT; THENCE MORTH 44 DEGREES 54 MINUTES 34 SECONDS EAST ALONG A STRAIGHT LINE A DISTANCE OF 56.48 FEET TO A POINT; THENCE DUE EAST ALONG A STRAIGHT LINE A DISTANCE OF 40.00 FEET TO THE POINT OF SEGIRNING;

/CONTAINING 11,599.97 SQ FEST OR 0.2663 JCRES/ SUB-PARCEL 'P':

THAT PART OF THE MORTHEAST 1/4 OF SECTION 25, TOWNSHIP 39 MORTH, MANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS:

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DESIRBING AT A POINT IN THE WEST LINE OF THE WORTH-SOUTH ILLINOIS CENTRAL RAILROAD BIGHT OF MAY 50 FEET SOUTH OF THE BORTH LINE OF SAID QUARTER SECTION; THENCE SOUTH O DEGREES OF MINUTES 18 SECONDS BAST ALONG SAID WEST LIKE OF THE YELLINGIS CENTRAL BAILROAD A DISTANCE OF 1970.46 FEET TO A POINT; THENCE SOUTH 67 DEGREES 01 MINUTES 23 BECORDS WEST ALONG A STRAIGHT LINE A DISTANCE OF 449.89 FEET TO A POINT ON THE MORTHERLY LINE OF THE EASTERLY-VESTERLY RIGHT OF WAY OF THE ILLINOIS CENTRAL RAYLACAD; THENCE NORTH 67 DEGREES 12 MINUTES 02 SECONDS WEST ALONG EAID NORTHERLY LINE OF THE ILLINOIS CENTRAL RAILROAD A DISTANCE OF 613.00 FEET TO A POINT; THENCE DUE NORTH ALONG A STRAIGHT LINE A DISTANCE OF 450.53 PEET TO A POINT; THENCE DUE EAST ALONG A EMAIGHT LINE A DISTANCE OF 539.00 FEET TO A POINT; THENCE DUE SOUTH ALONG A STRAIGHT LINE A DISTANCE OF 200.00 FEET TO A POINT; THENCE DUE EAST ALONG A STRAIGHT LINE A DISTANCE OF 200.00 FEST TO A POINT; THENCE DUE MORTH ALONG A STRAIGHT LINE A DISTANCE OF SANGE FEET TO A POINT; THENCE DUE EAST ALONG A STRAIGHT LINE A DISTANCE OF 198.01 FEET 10 2 POINT; THENCE WORTH O DEGREES OF MINUTES 18 SECONDS WEST ALONG A STRAIGHT LINE A DISTANCE OF 715.00 FEET TO A POINT SO FEET SOUTH OF THE WORTH LINE OF SAID QUARTER SECTION, THENCE BAST ALONG A STRAIGHT LINE 50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID GUARTER SECTION A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING:

/CONTAINING 736,033.31 SQ FEET OR 16.8970 ACRES/ SUB-PARCEL 'A':

THAT PART OF THE NORTHEAST 1/4 OF SACTION 25, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

SEGINNING AT A POINT. SAID POINT BEING 50 /THE SOUTH OF AND 476 FEET EAST OF THE MORTHWEST CORNER OF SAID MORTHEAST QUARTER WINCE EAST ALONG A STRAIGHT LINE 50 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAJOHORTHEAST 1/4 A DISTANCE OF 450.00 FEET TO A POINT; THENCE DUE SOUTH ALONG A STRAIGHT LINE A DISTANCE OF 210.00 FEET TO A POINT: THENCE DUE WEST ALONG A STRAIGHT LINE A DISTANCE OF SO.00 PEET TO A POINT; THERCE DUE SOUTH ALONG A STRAIGHT LINE A DISTANCE OF \$100 PERT TO A POINT; THENCE DUE WIST ALONG A STRAIGHT LINE A DISTANCE OF 427.38 FERT TO A POINT; THENCE DUE SOUTH ALONG A STRAIGHT LINE A DISTANCE OF 150 FEET TO A POINT: Trance DUE WEST ALONG A STRAIGHT LINE A DISTANCE OF 358.00 FEET TO A POINT; THENCE NORTH O DEGREES 10 MINUTES 52 SECORDS WEST ALONG A STRAIGHT LINE A DISTANCE OF 668.00 FGT? TO A POINT: THENCE DUE BAST ALONG A STRAIGHT LINE A DISTANCE OF 60.00 FEET TO A POINT: THENCE NORTH 00 DEGREES 10 MINIUES 52 SECONDS WEST ALONG A STRAIGHT LINE A DISTANCE OF 185.00 FEET TO A POINT; THENCE BAST ALONG A STRAIGHT LINE A DISTANCE OF 178.00 FEET TO A POINT; THEMCE SOUTH 80 DEGREES 32 MINUTES 33 SECONDS EAST ALONG A STRAIGHT LINE A DISTANCE OF 152.15 FEET TO A POINT; THENCE MORTH O DEGREES 10 MINUTES 52 SECONDS WIST ALONG A STRAIGHT LINE A DISTANCE OF SO.00 PEET TO THE POINT OF BEGINNING;

PARCEL 3:

EASTMENT FOR INGRESS AND EGRESS FOR THE SEMEPT OF PARCEL 1 CREATED, DEFINED AND LIMITED IN THAT CERTAIN RECIPROCAL OPERATION AND EASTMENT AGREEMENT, DATED DECEMBER 6, 1973, AND RECORDED JANUARY 2, 1974, AS DOCUMENT NUMBER 22584954 AMENDED BY DOCUMENT RECORDED JANUARY 7, 1976 AS 23146268 AND FURTHER AMENDED BY DOCUMENT RECORDED ROVEMBER 23, 1976 AS DOCUMENT 23721362 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, OVER AND ACROSS

leasehold estate created by a certain indenture of lease made by Illinois Central

(Description of Premises)

Cermack Road/26th Street North Riverside, Illinois Cook County PIN 15-25-200-005

GULY RAILROAD COMPANY TO RIVERSIDE MALL ASSOCIATES, A LIMITED PARTMERSHIP OF ILLINOIS DATED FEBRUARY 9. 1973 AND RECORDED JANUARY 2, 1974 AS SCHEDULE B OF DOCUMENT 22584954 DEMISING AND LEASING FOR A TERM OF 53 YEARS BEGINNING JULY 1, 1972 AND EMBING JUNE 30, 2025, THE FOLLOWING DESCRIBED PREMISES, TO WIT:

SUB-PARCEL 'T':

THAT PART OF THE ILLINOIS CENTRAL RAILROAD RIGHT OF WAY IN THE RORTHEAST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLIEUIS; BOUNDED AND DESCRIBED AS POLLOWS:

CONGENCING AT THE INTERSECTION OF THE WESTERLY LINE OF THE NORTH-BOUTH ILLINOIS CENTRAL RAILROLD TYCHT OF MAY WITH THE MORTHERLY LINE OF THE EASTELRY-WESTERLY ILLINOIS CENTRAL RANGEDAD RIGHT OF WAY: THENCE NORTH 67 DEGREES 12 MINUTES 02 SECONDS WEST ALONG SAID HORTHWALY LINE OF THE ILLINOIS CENTRAL RAILROAD RIGHT OF WAY A DISTANCE OF 426.84 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 67 DEGREES EIN.
GHT OF MAY.
GGLE WITH THE LAS.
JUTHERLY LINE OF EAID A.
HENCE SOUTH 67 DEGREES 12 MIN.
LIGHT OF WAY LINE A DISTANCE OF 10U
AIGHT ANGLE WITH THE LAST DESCRIBED COOR.
BEGINNING

//CONTAINING 10,000 SQUARE FEET OF 0.2295 ACRES/ 12 MINUTES 02 SECONDS WES DIONG SAID MORTHERLY LINE OF THE ILLINOIS CENTRAL RAILROAD RIGHT OF WAY A DISTANCE OF 100 FEET TO A POINT; THENCE SOUTHWESTERLY, FORMING A RIGHT RIGHT OF WAY LINE A DISTANCE OF 100 PART TO A POINT; THENCE MORTHEASTERLY, FORMING A RIGHT ANGLE WITH THE LAST DESCRIBED COURFE, A DISTANCE OF 100 FEET TO THE POINT OF

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