

REASSIGNMENT OF RECIPROCAL EASEMENT AGREEMENT

826823

As of this 30TH day of October, 1985,

Lake County Trust Company, as Trustee under a trust agreement dated June 15, 1985 and known as trust number 3501 ("Assignor"), in consideration of Ten Dollars (\$10.00), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns, transfers, sets over and conveys to CPS Realty Partnership, an Illinois general partnership, and Carson Pirie Scott & Company, a Delaware corporation (collectively referred to as "Assignee"), all of Assignor's right, title and interest in and to that certain Easement, Restriction and Operating Agreement dated June 27, 1972 between Gary Joint Venture, J. C. Penney Company, Inc. and Sears Roebuck and Company, as amended, recorded as document number 174993 in Lake County, Indiana, (affecting the property legally described on Exhibit "A" attached hereto and made a part hereof), subject to the provisions of that certain Lease Agreement dated of even date herewith between Assignor as Landlord, and Assignee, as Tenant (the "Lease"). All rights granted hereunder shall automatically terminate, upon the expiration of the Lease, or the earlier termination of the Lease in accordance with the provisions therein.

RECORDING OFFICE
 RECORDER
 OCT 31 10 49 AM '85

STATE OF ILLINOIS
 CLERK OF THE SUPREME COURT
 STATE OF ILLINOIS

LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid

This instrument prepared by

Heather Gilchrist

Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

By:

Donald P. Campbell

President
Vice President & Trust Officer
Charlotte L. Keilman
CHARLOTTE L. KEILMAN
Assistant Trust Officer

OK
10-00

*Ten
 Agree v. Agree. See Doc # 826821
 for let see Doc # 826822*

Attest: _____
Secretary

The undersigned hereby consents to this foregoing
assignment this 30TH day of October, 1985.

MELLON PARTICIPATING MORTGAGE TRUST,
COMMERCIAL PROPERTIES. SERIES 85/10

Witness:

By: _____
Trustee

By: _____
Trustee

ACCEPTANCE AND ASSUMPTION

Assignee hereby accepts the foregoing reassignment and agrees to assume, fulfill, perform and discharge all of the terms, conditions, covenants, agreements and obligations of Assignor under the REA which may arise on or after the 31st day of October, 1985, subject to the termination of this reassignment as provided for herein.

CPS REALTY PARTNERSHIP, an Illinois
general partnership

By: Carson Pirie Scott & Company,
Managing Partner

By: [Signature]
Vice President

Attest: [Signature]
Asst. Secretary

CARSON PIRIE SCOTT & COMPANY, a
Delaware corporation

By: [Signature]
Vice President

Attest: [Signature]
Asst. Secretary

STATE OF INDIANA)

)SS:


COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the within named Donna L. Campbell Vice President and Trust Officer and Charlotte L. Keilman, Assistant Trust Officer of the Lake County Trust Company, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said Corporation and as their free and voluntary act, acting for such Corporation, as Trustee.

Witness my hand and seal this 30th day of October, 1985

My Commission Expires:

May 16, 1989



Angelina Bravos-Notary Public

Resident: Lake County, Indiana

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, and the State aforesaid, DO HEREBY CERTIFY that _____, who is _____ President of Lake County Trust Company, and _____, who is _____ Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ President and _____ Secretary, respectively, and personally known to be such _____ President and _____ Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary acts as such _____ President and _____ Secretary, as aforesaid, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 1985.

Notary Public

My Commission Expires

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, and the State aforesaid, DO HEREBY CERTIFY that Charles J. Keice, who is vice President of Carson Pirie Scott & Company and Robert J. Rathall, who is asst Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such vice President and asst Secretary, respectively, and personally known to me to be such vice President and asst Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary acts as such vice President and asst Secretary as aforesaid and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of October, 1985.

Marilyn C. Keitzen
Notary Public

My Commission Expires
March 14, 1987

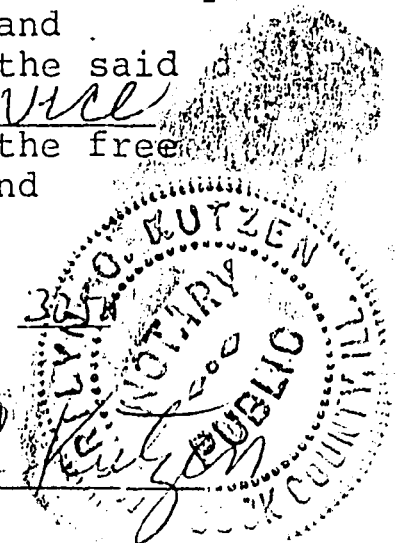


EXHIBIT A

SOUTHLAKE

Parcel 1:

Part of the Southwest Quarter of Section 23, Township 35 North, Range 8 West of the Second Principal Meridian in Ross Township, Lake County, Indiana, bounded and described as follows: Commencing at the Southwest corner of said Section 23; thence North 2 degrees 42 minutes 00 seconds West, 361.86 feet along the West line of Section 23; thence North 68 degrees 21 minutes 41 seconds East, 1130.31 feet to the point of beginning; thence continuing North 68 degrees 21 minutes 41 seconds East, 947.01 feet; thence North 17 degrees 52 minutes 00 seconds West, 479.41 feet; thence South 72 degrees 08 minutes 00 seconds West, 73.73 feet; thence North 17 degrees 52 minutes 00 seconds West, 120.00 feet; thence South 72 degrees 08 minutes 00 seconds West, 270.00 feet; thence South 17 degrees 52 minutes 00 seconds East, 116.00 feet; thence South 72 degrees 08 minutes 00 seconds West, 87.86 feet; thence South 20 degrees 19 minutes 09 seconds West, 100.51 feet; thence South 72 degrees 08 minutes 00 seconds West, 451.23 feet; thence South 17 degrees 52 minutes 00 seconds East, 466.71 feet to the point of beginning.

Parcel 2:

The reciprocal and non-exclusive rights, privileges and easements for ingress, egress, parking of vehicles, passage and accommodation of pedestrians, for construction, erection, maintenance, repair and replacement of footings, foundations, supports and walls, signs, lights, entrances, doors, marquees, canopies, overhangs or other improvements of like nature, and to install, tie into, use, maintain, repair and replace underground utility facilities such as water, gas, electric and telephone lines, and storm and sanitary sewer lines, and for the purpose of the development and construction or reconstruction of improvements created and granted as appurtenances to the aforescribed Parcel 1, all created, defined and limited by that certain Easement, Restriction and Operating Agreement dated June 27, 1972, and recorded on November 8, 1972 as Document No. 174993, made by and among Gary Joint Venture, a general partnership, J. C. Penney Company, Inc., a Delaware Corporation, and Sears, Roebuck and Co., a New York corporation, in, over, upon and under the Shopping Center as that term is defined in said Agreement and shown on the Site Plan attached to said Agreement as Exhibit "A", and known as Merrillville Mall, and as amended by First Amendment to Easement, Restriction and Operating Agreement dated April 16, 1973 and recorded June 26, 1973 as Document No. 208331, and further amended by Second Amendment to Easement, Restriction and Operating Agreement dated December 10, 1974 and recorded February 25, 1975 as Document No. 289791, and further amended by Third Amendment to Easement, Restriction and Operating Agreement recorded August 16, 1977 as Document No. 423321.

Parcel 3:

Part of the Southwest Quarter of Section 23, Township 35 North, Range 8 West of the Second Principal Meridian, in Ross Township, Lake County, Indiana, bounded and described as follows: Commencing at the Southwest corner of said Section 23; thence North 87 degrees 54 minutes 24 seconds East, 40.00 feet to the Easterly right-of-way line of Mississippi Street; thence along the Easterly right-of-way line of Mississippi Street, North 2 degrees 42 minutes 00 seconds West, 604.44 feet to the point of beginning of this description; thence continuing North 2 degrees 42 minutes 00 seconds West, 30.00 feet along the Easterly right-of-way line of Mississippi Street; thence North 65 degrees 30 minutes 00 seconds East, 140.91 feet; thence South 24 degrees 30 minutes 00 seconds East, 75.00 feet; thence North 65 degrees 30 minutes 00 seconds East, 68.54 feet; thence along the arc of a 200.00 foot radius curve, concave to the Northeast whose chord bears South 64 degrees 15 minutes 24 seconds East, 101.78 feet; thence along the arc of a 350.00 foot radius curve, concave to the Southwest, whose chord bears South 59 degrees 52 minutes 44 seconds East, 229.29 feet to the Southerly right-of-way line of the Michigan-Wisconsin Pipeline Company Easement; thence along said Southerly easement line, North 68 degrees 21 minutes 41 seconds East, 575.52 feet; thence North 17 degrees 52 minutes 00 seconds West, 75.16 feet to the Northerly line of the Michigan-Wisconsin Pipeline Company Easement; thence North 68 degrees 21 minutes 41 seconds East, along said Northerly easement line, 40.09 feet; thence South 17 degrees 52 minutes 00 seconds East, 105.23 feet; thence South 68 degrees 21 minutes 41 seconds West, 666.84 feet; thence along the arc of a 290.00 foot radius curve, concave to the Southwest, whose chord bears North 58 degrees 48 minutes 16 seconds West, 200.23 feet; thence along the arc of a 260.00 foot radius curve, concave to the Northeast, whose chord bears North 69 degrees 55 minutes 59 seconds West, 81.94 feet; thence along the arc of a 126.46 foot radius curve, concave to the Southwest, whose chord bears North 73 degrees 38 minutes 24 seconds West, 55.91 feet; thence North 86 degrees 24 minutes 29 seconds West, 170.24 feet to the point of beginning of this description.

Address: U.S. Highway 30, Merrillville, Indiana