

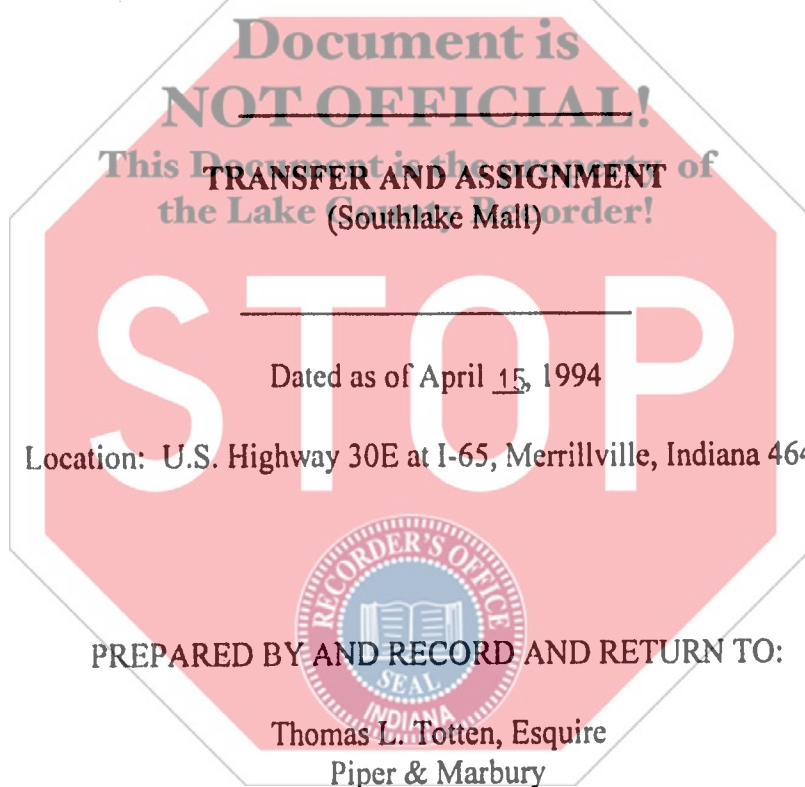
411720B
Piper & Marbury
36 S. Charles
Baltimore, md 21201

94039441

THE TRUSTEES OF MELLON PARTICIPATING MORTGAGE TRUST COMMERCIAL PROPERTIES SERIES 85/10, a Massachusetts business trust, having its principal place of business and chief executive office c/o Mellon/McMahan Real Estate Advisors, Inc., 444 Market Street, Suite 2100, San Francisco, California 94111

TO

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



APR 21 1 34 PM '94
S.A. [unclear]
RECORDER

STATE OF INDIANA
Chicago Title Insurance Company
FILE FOR RECORDE

PREPARED BY AND RECORD AND RETURN TO:

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

Handwritten initials and date: [unclear] 4/15/94

TRANSFER AND ASSIGNMENT
(Southlake Mall)

Dated as of April 15, 1994

FOR VALUE RECEIVED, the undersigned, THE TRUSTEES OF MELLON PARTICIPATING MORTGAGE TRUST COMMERCIAL PROPERTIES SERIES 85/10, a Massachusetts business trust, acting in its capacity as lender and as agent for the Participants (as defined in the Loan Purchase Agreement described hereinbelow), ("Assignor") does hereby transfer, assign and convey unto AURORA SPC, INC., a Maryland corporation ("Assignee"), without recourse, and, except as expressly provided in that certain Loan Purchase Agreement between Assignor and Aurora Capital, Inc. ("Aurora") dated as of December 1, 1993, as amended by that First Amendment to Loan Purchase Agreement dated as of January 31, 1994, by that Second Amendment to Loan Purchase Agreement dated as of February 28, 1994, by that Third Amendment to Loan Purchase Agreement dated as of March 15, 1994 and by that Fourth Amendment to Loan Purchase Agreement dated as of March 31, 1994 (collectively, the "Loan Purchase Agreement," which Loan Purchase Agreement, and all of its right, title and interest therein, Aurora has assigned to Assignee by that Assignment and Assumption of Loan Purchase Agreement dated as of the date hereof), without representation or warranty, the following relating to the property described on Exhibit A attached hereto: **the property of**

(a) that certain Mortgage dated as of October 31, 1985 and recorded as Instrument Number 826824 in Lake County, Indiana initially given to the undersigned by Lake County Trust Company, as trustee under Trust Agreement dated June 15, 1985, and known as Trust No. 3501, and Illinois Partners Limited Partnership, a Maryland limited partnership, formerly known as Six Anchors Limited Partnership, as amended and restated by that certain Amended and Restated Mortgage effective as of January 1, 1993 but dated as of September 28, 1993 and recorded as Instrument Number 93067360 in Lake County, Indiana, together with the indebtedness secured thereby, the real and personal property described therein, and all right, title, interest, privileges and powers of Assignor and the Participants in and to said property and in or under said Mortgage:

(b) that certain Assignment of Lease dated as of October 31, 1985 and recorded as Instrument Number 826826 in Lake County, Indiana among Assignor, Lake County Trust Company, as trustee under Trust Agreement dated June 15, 1985, and known as Trust No. 3501, and Illinois Partners Limited Partnership, a Maryland limited partnership, formerly known as Six Anchors Limited Partnership, as amended by that certain Amendatory Agreement effective as of January 1, 1993 but dated as of September 28, 1993 and recorded as Instrument Number 93067361 in Lake County, Indiana, together with the indebtedness secured thereby, the real and personal property described therein, and all right, title, interest, privileges and powers of Assignor and the Participants in and to said property and in or under said Assignment of Lease and Amendatory Agreement; and

(c) that certain Subordination, Non-Disturbance and Attornment Agreement dated as of October 31, 1985 and recorded as Instrument Number 826827 in Lake County, Indiana among Assignor and CPS Realty Partnership, an Illinois general partnership, and all right, title, interest, privileges and powers of the Assignor and the Participants in or under said Subordination, Non-Disturbance and Attornment Agreement.

This Transfer and Assignment shall be binding upon the undersigned, its successors, legal representatives and assigns, and shall inure to the benefit of AURORA SPC, INC., its successors, legal representatives and assigns. The assignment of the aforementioned documents hereby "without recourse" shall not be deemed to be a limitation of any rights Assignee may have under the Loan Purchase Agreement against Assignor as a result of any breach by Assignor of its representations and warranties thereunder.

IN WITNESS WHEREOF, the undersigned acting by and through its duly authorized officers has caused this Transfer and Assignment to be executed under seal on this 30 day of March, 1994

THE TRUSTEES OF MELLON PARTICIPATING MORTGAGE TRUST COMMERCIAL PROPERTIES SERIES 85/10, a Massachusetts business trust

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

By: _____
Name: JOHN McMahan
Title: ASSIGNOR

STATE OF _____)
COUNTY OF _____) ss:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

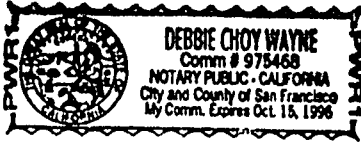
No. 5193

State of California
County of San Francisco

On 3-30-94 before me, Debbie Choy Wayne, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared John McMahan
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Debbie Choy Wayne
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)
President
TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
Trustees of Mellon Participating Mortgage Trust Commercial Properties Series 85/10

OPTIONAL SECTION
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:
TITLE OR TYPE OF DOCUMENT Transfer & Assignment
NUMBER OF PAGES _____ DATE OF DOCUMENT _____
SIGNER(S) OTHER THAN NAMED ABOVE _____

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

**Document is
NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder!**

THIS DOCUMENT PREPARED BY:

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



EXHIBIT A
(Description of Premises)

Southlake 1/2

U.S. Highway 30 E at I-95
Merrillville, IN 46410
Lake County

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 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 EASEMENT 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 AFOREDESCRIBED 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 PLAT 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.

EXHIBIT A
(Description of Premises)

Southlake 2/2

U.S. Highway 30 E at I-95
Merrillville, IN 46410
Lake County

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 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 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 NORTH 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.