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Cross Reference: Assignment of Lease recorded as Instrument Number 826826 and Amendatory Agreement recorded as Instrument Number 93067361 in Lake County, Indiana

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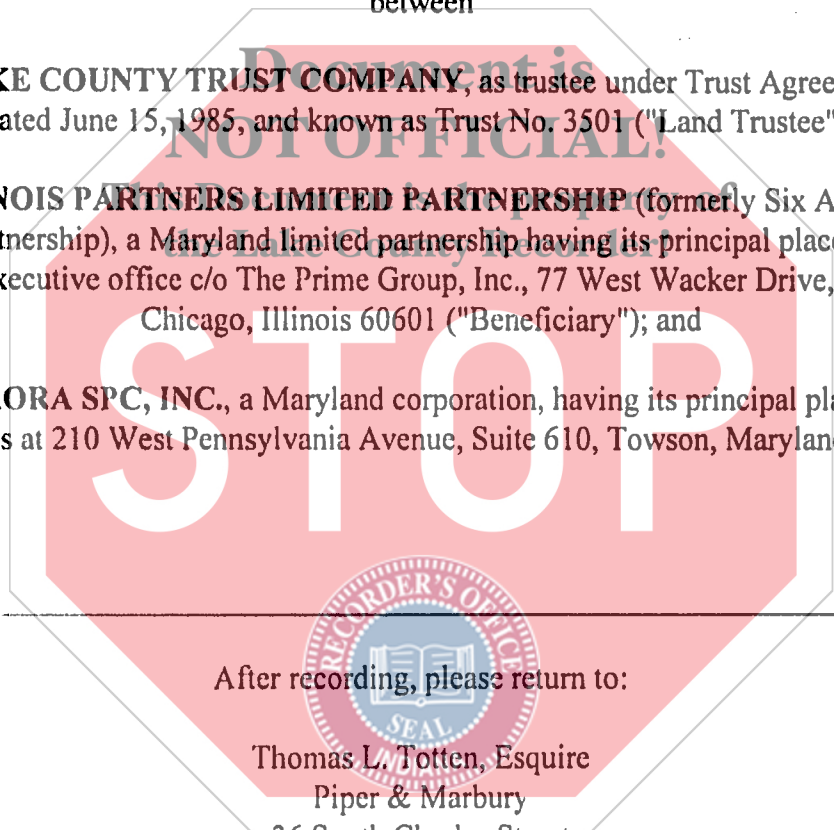
SECOND AMENDATORY AGREEMENT
(Southlake Mall)

between

LAKE COUNTY TRUST COMPANY, as trustee under Trust Agreement dated June 15, 1985, and known as Trust No. 3501 ("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



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.

Chicago Title Insurance Company

STATE OF ILLINOIS
LAKE COUNTY
FILED 1994 APR 21 1 35 PM '94

RECORDER

Handwritten initials/signature in the bottom right corner.

SECOND AMENDATORY AGREEMENT
(Southlake Mall)

THIS SECOND AMENDATORY AGREEMENT (this "Second Amendatory Agreement") is made as of April 15, 1994 by and among **LAKE COUNTY TRUST COMPANY**, as trustee under a Trust Agreement dated June 15, 1985 and known as Trust No. 3501 (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 Mortgage").

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. 826824 in Lake County, Indiana (the "Original Mortgage"); (ii) that certain Assignment of Lease dated as of October 31, 1985 between Mortgagor and the Original Mortgagee recorded in Lake County, Indiana as Instrument Number 826826 (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. 93067360 in Lake County, Indiana 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 93067361 in Lake County, Indiana (the "First Amendatory Agreement"). The Original Lease Assignment, as modified by the First Amendatory Agreement, is hereinafter referred to as

the "Amended Lease Assignment" and the Original Security Agreement as amended by the First Amending 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 Lake County, Indiana 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 Lake County, Indiana (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 Lake County, Indiana, 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 Amending 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 Amending 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).

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:

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

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

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. Indiana Law. This Second Amended and Restated Mortgage shall be governed and controlled by the laws of the State of Indiana.

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

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 Mortgage.

Notwithstanding the provisions of the immediately preceding paragraph, Beneficiary shall be and remain liable 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) fraudulent conduct on the part of Beneficiary or any general partner of Beneficiary; or (iv) any security 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 executed this Second Amendatory Agreement as of the day first above written.



MORTGAGOR

LAKE COUNTY TRUST COMPANY,
as trustee under a Trust Agreement dated June 15,
1985 and known as Trust No. 3501

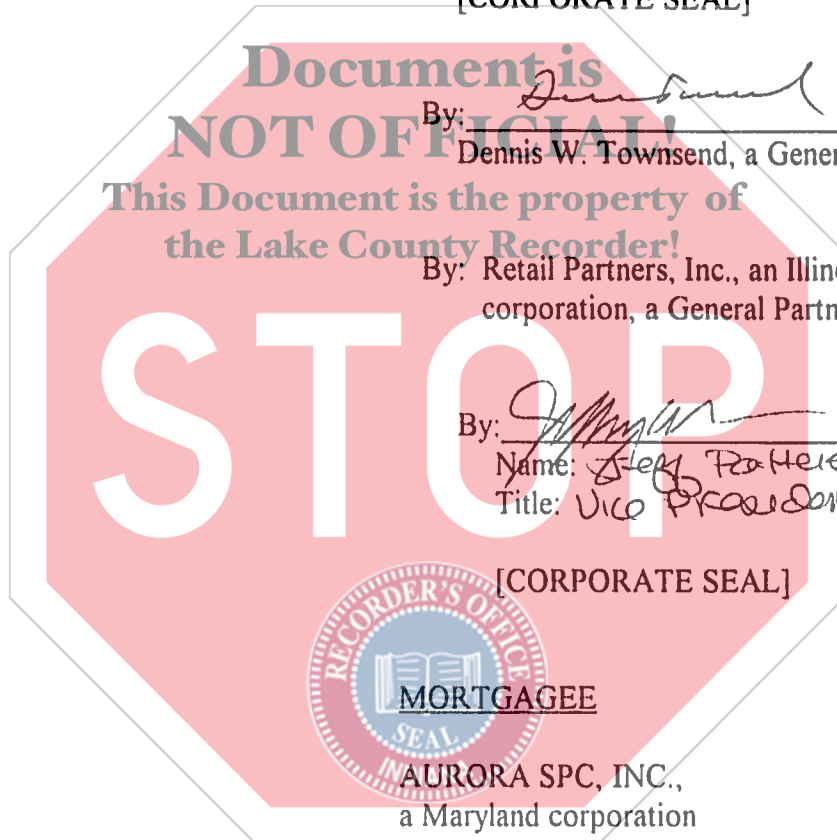
By: Donna LaFere
Name: Donna LaFere
Title: President

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: *Jeffrey Patterson*
Name: *Jeffrey Patterson*
Title: *Vice President*

[CORPORATE SEAL]

AURORA SPC, INC.,
a Maryland corporation

By: *David Townsend*
Name: David Townsend
Title: Vice President

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



STATE OF Indiana

COUNTY OF Lake

I, Sandra L. Stiglitz, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that Donna LaMere-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 She signed, sealed and delivered the said Instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 8th day of April A.D. 19 94

My Commission Expires: 1-16-96
County of Residence: Lake

Sandra L. Stiglitz
Notary Public
Sandra L. Stiglitz

STATE OF _____

COUNTY OF _____

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

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

STATE OF NEW YORK

COUNTY OF NEW YORK

I, TIMOTHY J. HORMAN, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that DENNIS W. TOWNSEND personally known to me to be the person whose name subscribed to the foregoing Instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as PRESIDENT DWT free and voluntary act, for the uses and purposes therein set forth. VENTURE INCORPORATED

GIVEN under my hand and notarial seal, this 6th day of APRIL A.D. 1994


Notary Public

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

STATE OF NEW YORK

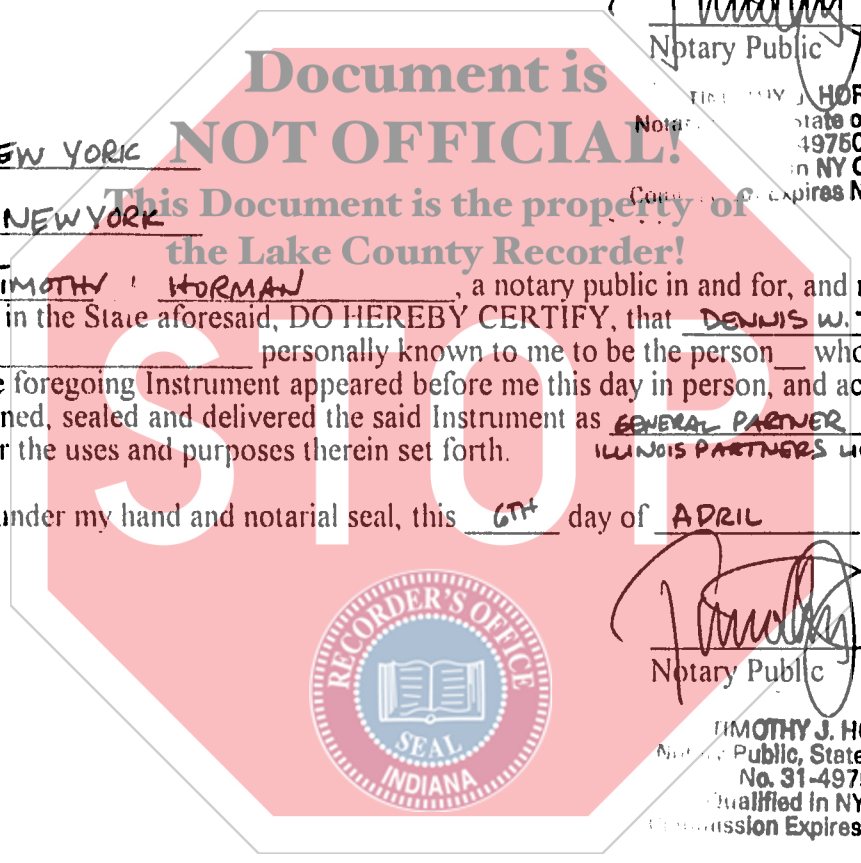
COUNTY OF NEW YORK

I, TIMOTHY J. HORMAN, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that DENNIS W. TOWNSEND personally known to me to be the person whose name subscribed to the foregoing Instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as GENERAL PARTNER free and voluntary act, for the uses and purposes therein set forth. ILLINOIS PARTNERS LIMITED PARTNERSHIP

GIVEN under my hand and notarial seal, this 6th day of APRIL A.D. 1994


Notary Public

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

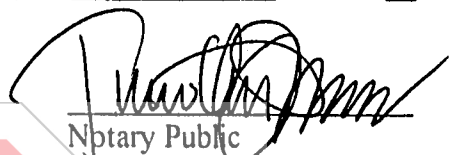


STATE OF NEW YORK

COUNTY OF NEW YORK

I, TIMOTHY J. HORMAN, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that DAVID B. TOWNSEND personally known to me to be the person whose name subscribed to the foregoing Instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as VICE PRESIDENT free and voluntary act, for the uses and purposes therein set forth. MURORA SPC

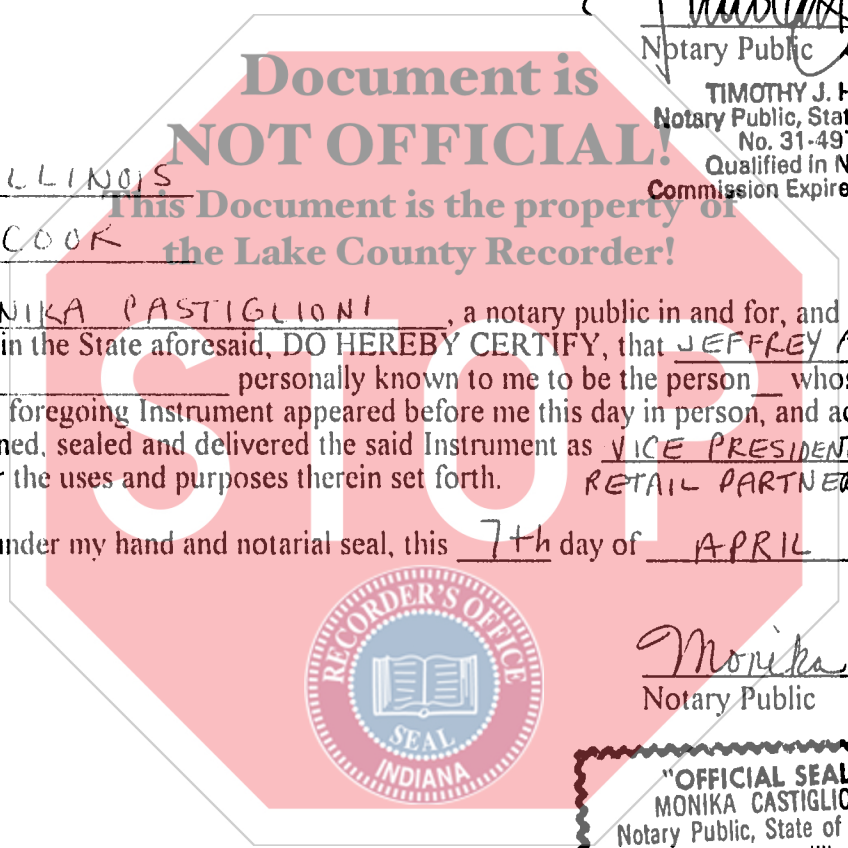
GIVEN under my hand and notarial seal, this 6TH day of APRIL A.D. 1994


Notary Public

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

STATE OF ILLINOIS

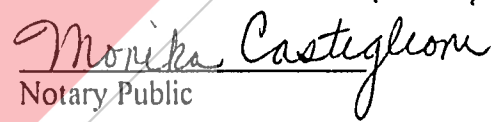
COUNTY OF COOK



I, MONIKA CASTIGLIONI, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that JEFFREY A. PATTERSON personally known to me to be the person whose name subscribed to the foregoing Instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as VICE PRESIDENT free and voluntary act, for the uses and purposes therein set forth. RETAIL PARTNERS, INC.

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




Notary Public

"OFFICIAL SEAL"
MONIKA CASTIGLIONI
Notary Public, State of Illinois
Cook County, Illinois
My Commission Expires Nov. 29, 1994

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

**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

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 15, 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 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.
 - (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

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.

(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 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.

(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 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.

(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).

(Description of Premises)

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 AFORESAID 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.

(Description of Premises)

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.