

411720B

94030445

Cross Reference: Second Mortgage
recorded as Instrument Number 93067363 in
Lake County, Indiana

15

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

and

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

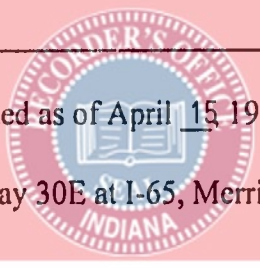
Chicago Title Insurance Company

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TO
This Document is the property of
THE DIAL CORP
a Delaware corporation, having its principal place of business and chief executive office at
1850 North Central Avenue, Phoenix, Arizona 85077

FIRST AMENDMENT TO SECOND MORTGAGE
(Southlake Mall)

Dated as of April 15, 1994

Location: U.S. Highway 30E at I-65, Merrillville, Indiana 46410



STATE OF INDIANA
RECORDED
ON

APR 21 1 35 PM '94

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORDING

PREPARED BY AND RECORD AND RETURN TO:

GIBSON, DUNN & CRUTCHER
2029 Century Park East, Suite 4200
Los Angeles, California 90067-3026
Attention: Madeleine A. Kleiner, Esq.

3400

**FIRST AMENDMENT TO SECOND MORTGAGE
(SOUTHLAKE MALL)**

THIS FIRST AMENDMENT TO SECOND MORTGAGE (this "Amendment") 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 The Dial Corp, a Delaware corporation, having an office at 1850 North Central Avenue, Phoenix, Arizona 85077 ("Mortgagee").

RECITALS

A. Mortgagor executed that certain Second Mortgage made as of January 1, 1993, but dated as of September 28, 1993, in favor of Mortgagee which was recorded as Instrument No. 93067363 in Lake County, Indiana (the "Original Second Mortgage").

B. The First Mortgage is being amended and assigned concurrently with the execution of this Amendment.

C. The Parties desire to amend the Original Second Mortgage, in accordance with the terms hereof.

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. The second paragraph of the Original Second Mortgage shall be revised to delete clauses (i) and (ii) and replace same with the following:

- (i) the performance by Beneficiary of its obligations under that certain Lease/Sale Agency Agreement effective as of January 1, 1993 but dated as of September 28, 1993, among Beneficiary, Mortgagee and The Trustees of Mellon Participating Mortgage Trust Commercial Properties Series 85/10, a Massachusetts business trust ("MPMT"), as amended by that certain First Amendment to Lease/Sale Agency Agreement dated as of April 15 1994 among Beneficiary, Mortgagee and Aurora SPC, Inc., a Maryland corporation ("Aurora") as assignee of MPMT, as the foregoing may further be amended, modified or supplemented from time to time in accordance with the terms thereof ("Lease/Sale Agency Agreement").
- (ii) the payment of that certain fee ("Guaranty Fee") if any, that may become due from Beneficiary to Mortgagee described in that certain Three Party Creditor Agreement among Beneficiary, MPMT and Mortgagee effective as of

January 1, 1993, but dated as of September 28, 1993, as amended by that certain First Amendment to Three Party Creditor Agreement dated as of April 15, 1994 among Beneficiary, Mortgagee and Aurora, as assignee of MPMT, as the foregoing may further be modified, amended or supplemented from time to time in accordance with the terms thereof ("Creditor Agreement").

2. In Subsection 11(m), the term "Mortgagor" shall be deleted and replaced with "Mortgagee" and the term "Agent" shall be deleted and replaced with "the holder of the First Mortgage".

3. Section 29 shall be amended to delete "IPLP" and replace same with "Beneficiary" and to insert after "Incorporated" the following: ("GDI"), as amended by that certain First Amendment to Master Agreement dated as of April 15, 1994 among Beneficiary, Mortgagee, GDI and Aurora, assignee of MPMT, as the foregoing may further be modified, amended or supplemented from time to time in accordance with the terms thereof".

4. Section 39 shall be amended to (A) delete ("Agent") and replace same with ("MPMT"), as amended by that certain First Amendment to Amended and Restated Mortgage dated as of April 15, 1994 between Mortgagor and Aurora, assignee of MPMT," and (B) delete clause (ii) and replace same with "that certain Subordination, Assignment and Intercreditor Agreement effective as of January 1, 1993, but dated as of September 28, 1993, by and between MPMT and Mortgagee as amended by that certain First Amendment to Subordination, Assignment and Intercreditor Agreement dated as of April 15, 1994 between Mortgagee and Aurora, as the foregoing may further be amended, modified or supplemented from time to time in accordance with the terms thereof ("Intercreditor Agreement")".

5. Exhibit B of the Original Second Mortgage shall be deleted and replaced with Exhibit B attached hereto.

6. Exculpation of Land Trustee. Notwithstanding anything to the contrary contained in this Amendment, this Amendment has been executed by Land Trustee, not personally, but in its capacity as trustee under the Land Trust Agreement, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Land Trustee personally to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder, and that the owner or owners of any Obligations accruing hereunder shall look solely to the Mortgaged Property for the payment thereof, by the enforcement of Mortgagee's rights and remedies herein contained, in the manner herein provided, by enforcement of equitable remedies available to Mortgagee, and by action against any other security given to secure payment of the Obligations.

7. Continuing Effect. Except as modified by this Amendment, all of the terms, covenants and conditions of the Original Second Mortgage 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 Amendment 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 Amendment.

11. Meaning of Terms. Unless otherwise indicated herein, words defined in the Original Second Mortgage shall have the same meaning for purposes of this Amendment.

12. Counterpart Signatures. This Amendment may be executed in multiple counterparts, all of which taken together shall constitute one and the same original.

13. Subordination. Mortgagee hereby confirms that the Original Second Mortgage as amended by this Amendment continues to be subject and subordinate in all respects to the First Mortgage, as amended.

14. Exculpation of Beneficiary.

(a) Notwithstanding anything to the contrary contained in this Amendment other than Section 14(b), any judgment in any action brought to enforce the liability and obligation of Beneficiary to perform and observe and make good the obligations contained in this Amendment shall be enforceable against Beneficiary only to the extent of Beneficiary's interest in the assets of the trust established by the Land Trust Agreement and in the Mortgaged Property (and any property received in exchange therefor) and in the income therefrom and proceeds thereof, and against any partner of Beneficiary only to the extent of its partnership interest in Beneficiary, and Mortgagee irrevocably waives any and all right to sue for, seek or demand any deficiency judgment against any partner of Beneficiary in any such action, under or by reason of or under or in connection with this Amendment.

(b) Notwithstanding the provisions of the immediately preceding paragraph, Beneficiary and its general partners shall be and remain liable for any loss or damage suffered or incurred by Mortgagee as a result of the following events or occurrences (but only to the extent of the loss or damage so suffered or incurred as a result of such events or occurrences): (i) Beneficiary's misapplication of any proceeds of insurance and condemnation proceeds; (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; (iv) any security deposits advanced or prepaid rent applied by Mortgagor in violation of applicable law or the provisions of the Lease/Sale Agency Agreement or the Original Second Mortgage, as amended by this Amendment; or (v) modification of the Leases (as defined in the Lease/Sale Agency Agreement) in violation of the Lease/Sale Agency Agreement or this Amendment.

IN WITNESS WHEREOF, each party has executed this Amendment as of the day first above written.

LAND TRUSTEE

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

By: *Donna L. Lamer*
Name: Donna L. Lamer
Title: President



BENEFICIARY

ILLINOIS PARTNERS LIMITED
PARTNERSHIP, a Maryland corporation

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

By: *Dennis Townsend*
Name: Dennis Townsend
Title: President

[Corporate seal]



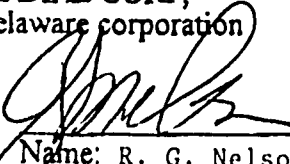
By: *Dennis Townsend*
Dennis W. Townsend,
a General Partner

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

By: *Jeff Patterson*
Name: Jeff Patterson
Title: Vice President

MORTGAGEE

THE DIAL CORP,
a Delaware corporation

By: 
Name: R. G. Nelson
Title: Vice President-Treasurer

Aurora SPC, Inc., a Maryland corporation, current holder of the First Mortgage, hereby consents and agrees to the foregoing Amendment.

Document is NOT OFFICIAL!
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the Lake County Recorder!

By: _____
Name: _____
Title: _____

STOP

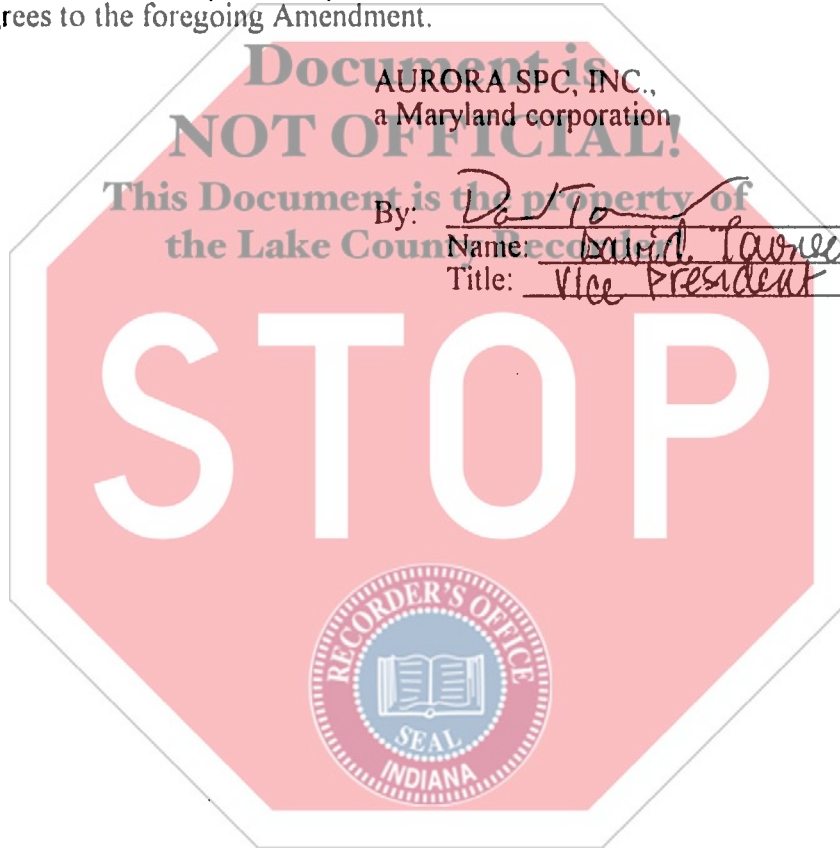


MORTGAGEE

THE DIAL CORP,
a Delaware corporation

By: _____
Name:
Title:

Aurora SPC, Inc., a Maryland corporation, current holder of the First Mortgage, hereby consents and agrees to the foregoing Amendment.



STATE OF Indiana

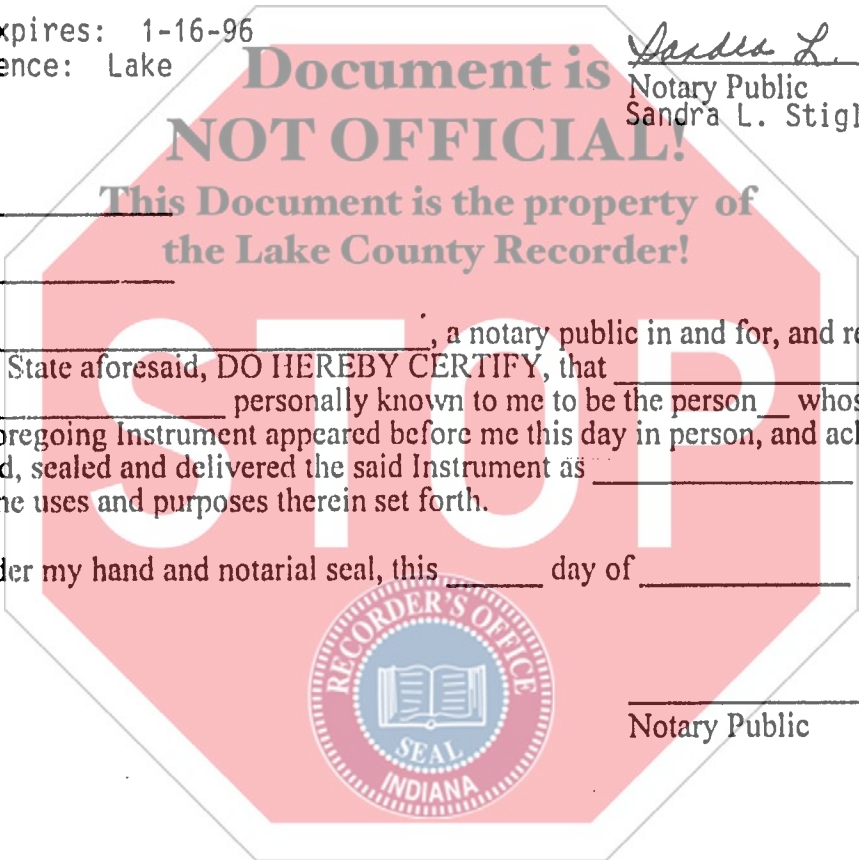
COUNTY OF Lake

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 _____

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

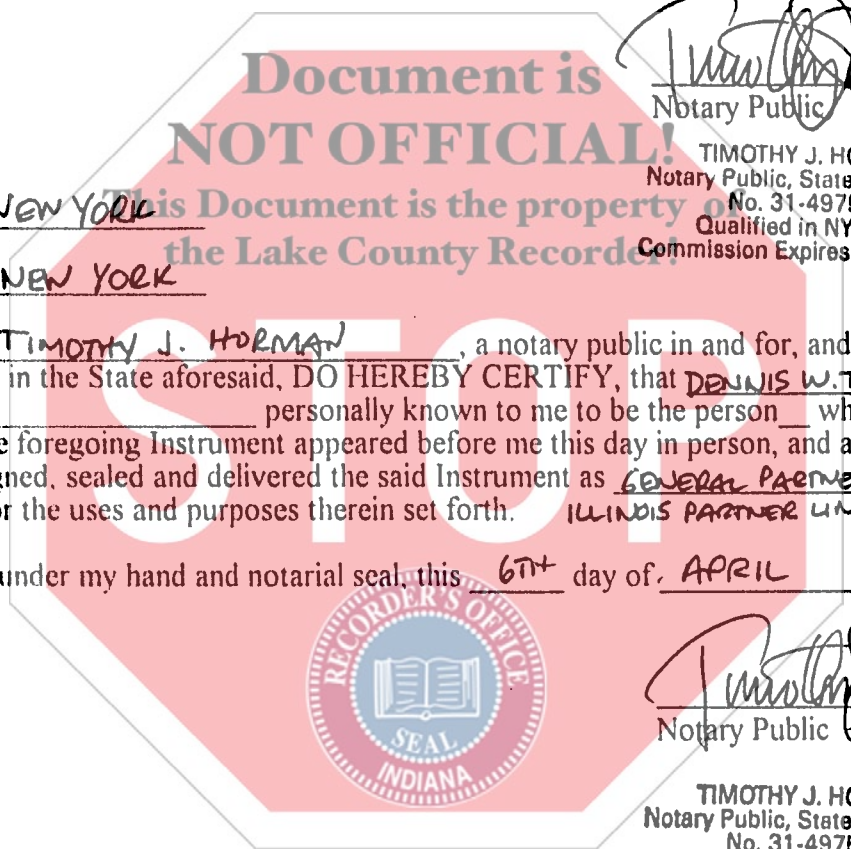
COUNTY OF NEW YORK

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 PARTNER 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. AVRORA SPC

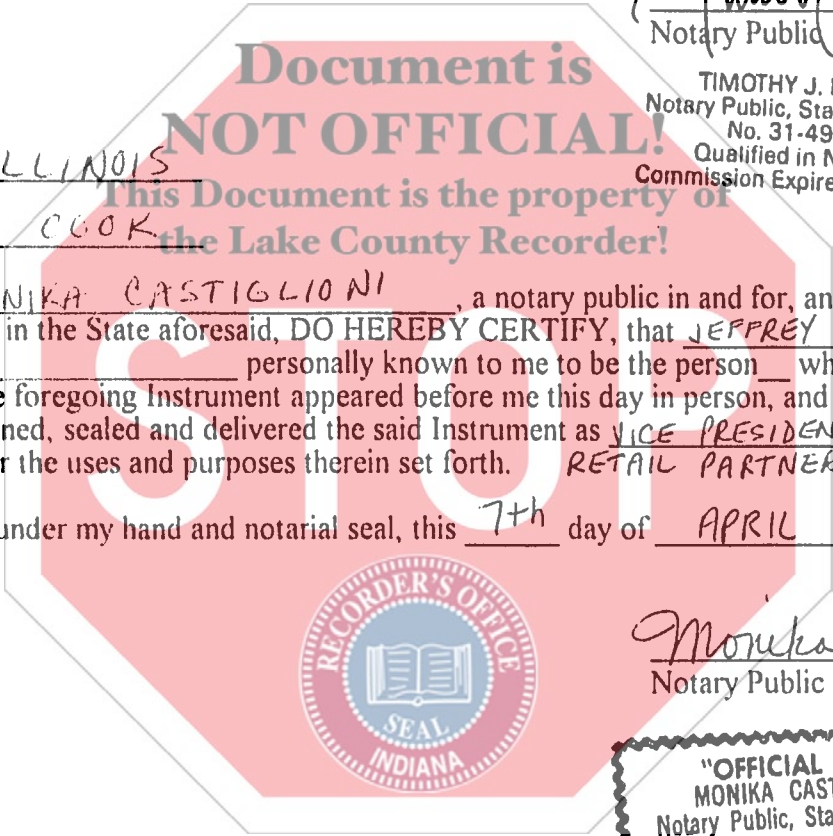
GIVEN under my hand and notarial seal, this 6th day of APRIL A.D. 1994


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

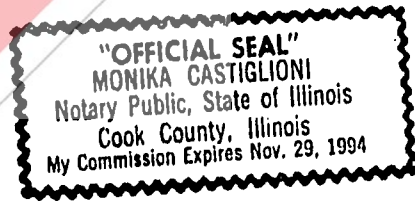


I, MONIKA CASTIGLIONI, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that JEFFREY A. PATTERSON personally known to me to be the person whose name subscribed to the foregoing Instrument appeared before me this day in person, and acknowledged that 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



STATE OF Arizona

COUNTY OF Maricopa

I, Mardi J. Pomeroy, 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.

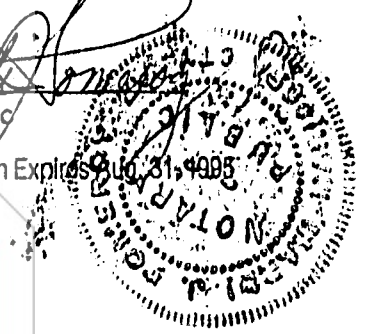
GIVEN under my hand and notarial seal, this 6th day of April A.D. 1994.

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Mardi J. Pomeroy
Notary Public

My Commission Expires 04/31/1995

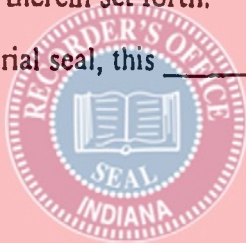


STATE OF _____

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:

Madeleine A. Kleiner, Esquire
Gibson, Dunn & Crutcher
2029 Century Park East
Suite 4200
Los Angeles, California 90067-3026
Attention: Madeleine A. Kleiner, Esquire

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.

EXHIBIT "B"

[LIST OF MORTGAGES]

1. That certain Second Mortgage dated as of September 28, 1993 but effective as of January 1, 1993 given by Chicago Title & Trust Company, as trustee and Illinois Partners Limited Partnership to The Dial Corp covering the fee estate in certain premises in North Riverside, Illinois more particularly described therein, which Second Mortgage was recorded on October 14, 1993 and amended by that certain First Amendment to Second Mortgage dated as of April 15, 1994.
2. That certain Second Mortgage dated as of September 28, 1993 but effective as of January 1, 1993 given by Chicago Title & Trust Company, as trustee and Illinois Partners Limited Partnership to The Dial Corp covering the fee estate in certain premises in Orland Park, Illinois more particularly described therein, which Second Mortgage was recorded on October 14, 1993 and amended by that certain First Amendment to Second Mortgage dated as of April 15, 1994.
3. That certain Second Mortgage dated as of September 28, 1993 but effective as of January 1, 1993 given by Lake County Trust Company, as trustee and Illinois Partners Limited Partnership to The Dial Corp covering the fee estate in certain premises in Merrillville, Indiana more particularly described therein, which Second Mortgage was recorded on October 14, 1993 and amended by that certain First Amendment to Second Mortgage dated as of April 15, 1994.
4. That certain Second Mortgage dated as of September 28, 1993 but effective as of January 1, 1993 given by Chicago Title & Trust Company, as trustee and Illinois Partners Limited Partnership to The Dial Corp covering the fee estate in certain premises in Bloomingdale, Illinois more particularly described therein, which Second Mortgage was recorded on October 14, 1993 and amended by that certain First Amendment to Second Mortgage dated as of April 15, 1994.
5. That certain Second Mortgage dated as of September 28, 1993 but effective as of January 1, 1993 given by Chicago Title & Trust Company, as trustee and Illinois Partners Limited Partnership to The Dial Corp covering the fee estate in certain premises in Lombard, Illinois more particularly described therein, which Second Mortgage was recorded on October 14, 1993 and amended by that certain First Amendment to Second Mortgage dated as of April 15, 1994.
6. That certain Second Mortgage dated as of September 28, 1993 but effective as of January 1, 1993 given by Chicago Title & Trust Company, as trustee and Illinois Partners Limited Partnership to The Dial Corp covering the fee estate in certain premises in Matteson, Illinois more particularly described therein, which Second Mortgage was recorded on October 14, 1993 and amended by that certain First Amendment to Second Mortgage dated as of April 15, 1994.