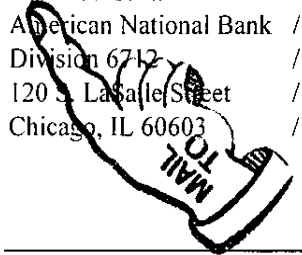


This instrument prepared /
by and after recording /
return to: /
Kandace Lenti /
American National Bank /
Division 6712 /
120 S. LaSalle Street /
Chicago, IL 60603 /



ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT ("Agreement"), is entered into this 1st day of March, 2001 by and among **Guido Tenuta** (hereinafter referred to as "Borrower"); **Eurofresh Plaza, LLC** (hereinafter referred to as "Successor Borrower"); and **American National Bank and Trust Company of Chicago**, a national banking association (hereinafter referred to as "Lender").

RECITALS

WHEREAS, on November, 1999, Borrower executed in favor of Lender, a certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement (the "Mortgage") to secure payment to Lender of a Note dated November 30, 1999, in the principal sum of One Million Nine Hundred Twenty Thousand AND 00/100 DOLLARS (\$1,920,000.00). Said Mortgage was subsequently recorded with the Cook County Recorder of Deeds on December 2, 1999 in Cook County, Illinois as Document No. 09127956, concerning real estate legally described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, Borrower and Successor Borrower have requested that Lender forbear from calling an Event of Default under the Mortgage in exchange for Successor Borrower's agreement to formally assume all duties and obligations under said Mortgage.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties state as follows:

1. Borrower has transferred title to the property described in Exhibit "A" to Successor Borrower.
2. Borrower and Successor Borrower wish the consent of Lender to such conveyance.
3. Borrower, for value received, does hereby assign and transfer unto the Successor Borrower all right, title and interest in and to all monies deposited for taxes with said Lender, its successors and assigns in accordance with the terms and provisions of said

Mortgage.

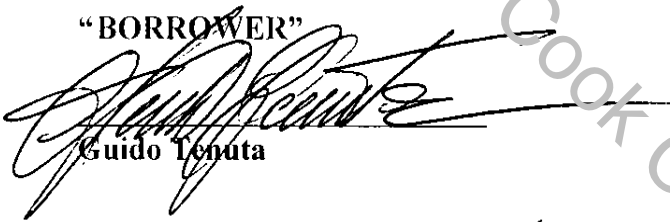
- 4. Lender does hereby consent to the conveyance of said transfer of title by Borrower to Successor Borrower in lieu of declaring a default under said Mortgage.
- 5. Successor Borrower hereby assumes, ratifies and confirms all representations and warranties contained in the Mortgage and in any and all other documents or agreements heretofore executed by Borrower.

The parties hereto agree that all rights and obligations hereunder shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

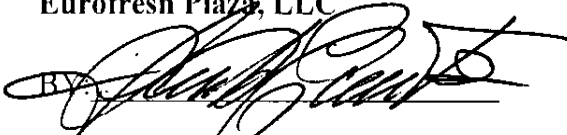
AGREED TO:

"BORROWER"


 Guido Lenuta

"SUCCESSOR BORROWER"

Eurofresh Plaza, LLC

BY: 
 ITS: MEMBER

ACCEPTED BY:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

BY: Handace Senti

ITS: VICE PRESIDENT

EXHIBIT "A"
TO
ASSUMPTION AGREEMENT
DATED March 1, 2001

COMMONLY KNOWN AS: 130-154 W. Northwest Highway, Palatine, IL

PIN NUMBER(S): 02-15-201-012; 02-15-201-013; 02-15-201-014

LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF THE NORTHWEST HIGHWAY AND THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF NORTHWEST HIGHWAY, A DISTANCE OF 167.31 FEET; THENCE NORTHEASTERLY PERPENDICULAR AND AT RIGHT ANGLES TO THE CENTER LINE OF NORTHWEST HIGHWAY A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING OF TRACT HEREIN DESCRIBED; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF SAID NORTHWEST HIGHWAY, A DISTANCE OF 373 FEET; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, A DISTANCE OF 530 FEET; THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH THE SAID CENTER LINE OF NORTHWEST HIGHWAY, A DISTANCE OF 504.99 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, A DISTANCE OF 380 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF NORTHWEST HIGHWAY, A DISTANCE OF 182 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 141.42 FEET TO THE POINT OF BEGINNING;

(EXCEPT FROM SAID TRACT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF TRACT AFORESAID 55.5 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT 214.49 FEET THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID TRACT 246.90 FEET; THENCE NORTHEASTERLY ALONG A LINE HAVING AN INTERIOR ANGLE OF 90 DEGREES 6 MINUTES 30 SECONDS WITH THE LAST DESCRIBED LINE, A DISTANCE OF 204.99 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID TRACT 1.10 FEET; THENCE NORTHEASTERLY ALONG A LINE WHICH IS PERPENDICULAR TO THE NORTH LINE OF TRACT AFORESAID. 16.55 FEET TO A LINE 33 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 265.26 FEET; THENCE WESTERLY ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING)

(ALSO EXCEPT FROM SAID TRACT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF TRACT AFORESAID 305 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH ON SAID WEST LINE OF TRACT 75 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF NORTHWEST HIGHWAY, A DISTANCE OF 182 FEET; THENCE NORTHEASTERLY ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 70.71 FEET; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS;

EXHIBIT "A"

PARCEL 2:

A PARCEL OF LAND LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF THE NORTHWEST HIGHWAY AND THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF NORTHWEST HIGHWAY, A DISTANCE OF 167.31 FEET; THENCE NORTHEASTERLY PERPENDICULAR AND AT RIGHT ANGLES TO THE CENTER LINE OF NORTHWEST HIGHWAY A DISTANCE OF 50 FEET TO THE POINT BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF SAID NORTHWEST HIGHWAY, A DISTANCE OF 373 FEET; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, A DISTANCE OF 530 FEET; THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH THE SAID CENTER LINE OF NORTHWEST HIGHWAY, A DISTANCE OF 504.99 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, A DISTANCE OF 380 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF NORTHWEST

HIGHWAY, A DISTANCE OF 182 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 141.42 FEET TO THE POINT OF BEGINNING, SAID PARCEL BEING DESCRIBED AS: BEGINNING AT A POINT IN THE WEST LINE OF TRACT AFORESAID 55.5 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT 214.49 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID TRACT 246.90 FEET; THENCE NORTHEASTERLY ALONG A LINE HAVING AN INTERIOR ANGLE OF 90 DEGREES 6 MINUTES 30 SECONDS WITH THE LAST DESCRIBED LINE, A DISTANCE OF 204.99 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID TRACT 1.10 FEET; THENCE NORTHEASTERLY ALONG A LINE WHICH IS PERPENDICULAR TO THE NORTH LINE OF TRACT AFORESAID, 16.55 FEET TO A LINE 33 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 265.26 FEET; THENCE WESTERLY ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL 3:

A PARCEL OF LAND LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF THE NORTHWEST HIGHWAY AND THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF NORTHWEST HIGHWAY A DISTANCE OF 167.31 FEET; THENCE NORTHEASTERLY PERPENDICULAR AND AT RIGHT ANGLES TO THE CENTER LINE OF THE NORTHWEST HIGHWAY A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF SAID NORTHWEST HIGHWAY, A DISTANCE OF 373 FEET; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, A DISTANCE OF 530 FEET; THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH THE SAID CENTER LINE OF NORTHWEST HIGHWAY A DISTANCE OF 504.99 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, A DISTANCE OF 380 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF NORTHWEST HIGHWAY, A DISTANCE OF 182 FEET THENCE SOUTHWESTERLY A DISTANCE OF 141.42 FEET TO THE POINT OF BEGINNING, SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF TRACT AFORESAID 305 FEET SOUTH OF THE NORTH WEST CORNER THEREOF; THENCE SOUTH ON SAID WEST LINE OF SAID TRACT, 75 FEET, TO THE SOUTH WEST CORNER OF SAID TRACT; THENCE SOUTHEASTERLY ON THE SOUTHWESTERLY LINE OF SAID TRACT 182 FEET TO AN INSERT CORNER OF SAID TRACT; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 70.71 FEET; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT "A"

PARCEL 4:

NONEXCLUSIVE EASEMENTS FOR THE INGRESS AND EGRESS AND FOR THE PASSAGE AND PARKING OF MOTOR VEHICLES AND PEDESTRIANS OVER AND ACROSS ALL PARKING AREAS, DRIVEWAYS, SERVICE AREAS, ENTRANCES AND EXITS WHICH ARE NOW OR MAY ULTIMATELY BE CONSTRUCTED ON PARCELS 1 AND 2 AS CONTAINED IN INDENTURE MADE BY AND BETWEEN O'HARD INTERNATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 69-L-141 AND LUCKY STORES, INC., A CALIFORNIA CORPORATION, DATED NOVEMBER 22, 1971 AND RECORDED DECEMBER 27, 1971 AS DOCUMENT 21759216 AND IN CORRECTIVE GRANT OF EASEMENTS MADE BY AND BETWEEN THE ABOVE PARTIES DATED MARCH 13, 1973 AND RECORDED JUNE 1, 1973 AS DOCUMENT 22345213, IN COOK COUNTY, ILLINOIS.

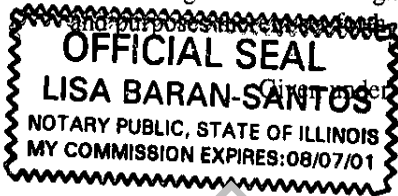
PARCEL 5:

EASEMENT FOR INGRESS AND EGRESS OVER A PORTION OF THE DIOR PARCEL AS DESCRIBED IN THE EASEMENT AGREEMENT RECORDED AS DOCUMENT 97879665.

Property of Cook County Clerk's Office

STATE OF ILLINOIS }
 } SS
COUNTY OF Cook }

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Hinda Teneta, an individual, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses



GIVEN under my hand and official seal this 5th day of April, 2001.

Lisa Baran-Santos
Notary Public
My Commission Expires: 8 / 7 / 01

STATE OF ILLINOIS }
 } SS
COUNTY OF Cook }

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Hinda Teneta, personally known to me to be the _____ and _____, personally known to me to be the Member of European Plaza LLC a(n) _____ corporation, appeared before me this day in person and severally acknowledged that as such _____ and _____ they signed and delivered the said instrument as _____ and _____ of said Corporation pursuant to authority given by the Board of Directors of said Corporation as his/her free and voluntary act, for the uses and purposes



GIVEN under my hand and official seal this 5th day of April, 2001.

Lisa Baran-Santos
Notary Public
My Commission Expires: 8 / 7 / 01

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Kandace Jensi, as Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, appeared before me this day in person and acknowledged that as such _____ that he/she signed and delivered the said instrument as Vice President of said Corporation pursuant to authority given by the Board of Directors of said Corporation as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 5th day of April, 2001.

Lisa Baran-Santos
Notary Public
My Commission Expires: 8 / 7 / 01

