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Prepared By and Mail to:
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TRUSTEE'S MORTGAGE AGREEMENT

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COOK COUNTY RECORDER

This MORTGAGE is by and between Harris Bank Hinsdale, N.A. as Trustee, under Trust Agreement dated June 23, 1983, known as Trust Number L-672 ("Mortgagor"), and CENTRAL GROCERS COOPERATIVE, INC., an Illinois Corporation ("Mortgagee"), Cee-Bee's Finer Food's Inc., ("Cee-Bee's") and Joseph A. Cesare, executed on this 1st day of November, 1994.

WITNESSETH:

WHEREAS, Joseph A. Cesare, the Beneficiary ("Beneficiary") of a certain land trust in which the Mortgagor is the trustee desires to have Mortgagee execute a Guaranty ("Guaranty") for the benefit of a corporation known as Cee-Bee's of which Beneficiary owns 100% of the common shares;

WHEREAS, the Mortgagee agrees to execute the Guaranty to secure repayment of a debt that Cee-Bee's owes to National Cooperative Bank ("Bank");

WHEREAS, from time to time, Cee-Bee's and Beneficiary, through various trade credits and debts that are generated in the ordinary course of business become indebted to Mortgagee ("Other Debt");

WHEREAS, it is the Beneficiary's desire that the Guaranty and Other Debt be secured by this Mortgage Agreement. In Furtherance Thereof, Beneficiary shall direct Mortgagor to execute this Mortgage to secure such Guaranty and Other Debt;

WHEREAS, Beneficiary has concurrently herewith executed and delivered a Guaranty in the maximum principal sum of One Million Five Hundred Thousand Dollars (\$1,500,000) made payable to National Cooperative Bank in and by which Mortgagee guarantees the payment of Cee-Bee's to Bank, pursuant to the terms of the Guaranty between Bank and Mortgagee; and

WHEREAS, Mortgagor grants to Mortgagee a subordinated security interest in such real estate herein mentioned for the purpose of securing payment on Guaranty.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the parties hereto agree as follows:

1. Grant of Security Interest. Mortgagor, in order to secure said Other Debt and Guaranty, executed herewith, or now existing, and to secure the payment of both principal and interest thereof, in accordance with the terms and provisions and limitations of this Mortgage, and to secure the performance of the covenants and agreements herein and in the Guaranty contained, to be performed by Mortgagor, does by these presents mortgage, remise, release, alienate and convey to Mortgagee, its successors and assigns, all available interests that Mortgagor owns in the real estate described in Exhibit A attached hereto and made a part hereof and all of its estate, right, title and interest therein, situated, lying and being in the City of Oak Brook Terrace, County of DuPage and State of Illinois, which, with the property hereinafter described is referred to as the "Premises."

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2. Definition of "Premises". The Premises shall consist of all property described in Exhibit A with all improvements, tenements, easements, fixtures, and appurtenances thereto pertaining or belonging, and all rents, issues and profits thereof for so long and during all such time as Mortgagor may be entitled thereto, and including but not limited to all shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, stoves and ranges, curtain fixtures, partitions, attached floor coverings, now or hereafter therein or thereon and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air cooling, air conditioning, water, light, power, sanitation, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), all other fixtures, apparatus, equipment, furniture, furnishings and articles used or useful in connection with the operation of a building now or hereafter located upon the Premises, it being understood that the enumeration of any specified articles of property shall in no way result in or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall for the purpose of this Mortgage be deemed to be real estate and conveyed and mortgaged hereby.

3. Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, Etc. Mortgagor shall:

(a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed;

(b) keep the Premises in good condition and repair, without waste, and free of mechanics' liens or other liens or claims for lien now unknown to Mortgagee;

(c) pay when due any indebtedness which may be secured by a lien or charge on the Premises on a parity with or superior to the lien hereof and comply with all requirements of all documents evidencing or securing such indebtedness and, upon request, exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee;

(d) complete within a reasonable time any building or buildings or any improvements now or at any time in the process of erection upon the Premises;

(e) comply with all requirements of law, municipal ordinances or restrictions of record with respect to the Premises and the use thereof;

(f) make no material alterations in the Premises except as required by law, municipal ordinances, or environmental laws;

(g) suffer or permit no change in the general nature of the occupancy of the Premises; and

(h) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of the Note.

4. Payment of Taxes. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due, and shall, upon request, furnish to Mortgagee duplicate receipts therefor. To prevent default hereunder, Mortgagor shall pay in full, under protest, any tax or assessment which Mortgagee may desire to contest.

5. Tax Deposits. *Intentionally left blank.*

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6. Insurance. Mortgagor shall procure and maintain the following insurance coverage with respect to the Premises:

(a) All buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, tornado, windstorm and extended coverage perils and such other hazards as may reasonably be required by Mortgagee in an amount which is the greater of the principal amount of the loan secured hereby or ninety percent (90%) of the replacement value of the buildings and improvements constituting the Premises or in such greater amount as may become necessary to prevent the application of any provision in such insurance policy relating to coinsurance;

(b) Liability insurance with such limits for personal injury, death and property damage as Mortgagee may require;

(c) Flood insurance in an amount satisfactory to Mortgagee if the Premises should ever be included in a special flood hazard area as designated by the Federal Insurance Administration; and

All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Mortgagee with mortgage clauses attached to all policies in favor of and in a form satisfactory to Mortgagee, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to Mortgagee. Mortgagor shall deliver all policies, including additional and renewal policies, together with evidence of payment of premiums thereon, to Mortgagee, and in the case of insurance about to expire, shall deliver renewal policies with respective dates of expiration. Mortgagee shall have the right (but not the obligation) to purchase or renew on behalf of Mortgagor any of the foregoing insurance if necessary in order to keep said insurance in full force and effect in order to protect its lien herein, and all costs incurred by Mortgagee to do so shall be additional indebtedness secured hereby. Mortgagor agrees to indemnify Mortgagee for any insurance that is deemed invalidated by the acts of Mortgagor or any of Mortgagor's agents. Under such circumstance as the invalidation of any insurance held by Mortgagor, the parties agree that none of the Mortgagee's rights shall be extinguished, lessened or terminated.

All policies of insurance to be furnished shall contain clauses which provide that said policies shall never be deemed, considered or adjudicated invalid or terminated as to the benefits of the Mortgagee due to any acts of commission or omission, whether such acts be caused due to the negligent, wilful and wanton or knowing acts of the Mortgagor. In any of the aforementioned instances, Mortgagee will be paid in a timely fashion under the payment terms of said policy.

7. Mortgagee's Interest In and Use of Deposits. In the event of a default in any of the provisions contained in this Mortgage, the Guaranty, or any other document or agreement executed in conjunction with the obligation evidenced by the Guaranty, Mortgagee may at its option, without being required to do so, apply any monies at the time on deposit pursuant to any provision of this Mortgage including any proration rebates due and owing to Cee-Bee's Finer Foods, Inc., as any one or more of the same may be applicable, on any of Mortgagor's obligations, in such order and manner as Mortgagee may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the Premises. Such deposits are hereby pledged as additional security for the indebtedness hereunder and shall be held to be irrevocably applied by the depository for the purposes for which it has been made hereunder and shall not be subject to the direction or control of Mortgagor; provided, however, that neither Mortgagee nor said depository shall be liable for any failure to apply to the payment of taxes and assessments so deposited unless Mortgagor, while not in default hereunder, shall have requested said depository in writing to make application of such funds to the payment of the particular taxes or assessments, as the case may be, for payment of which they were deposited, accompanied by the bills for such taxes and assessments.

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8. Adjustment of Losses with Insurer and Application of Proceeds of Insurance. Subject to the rights of others holding senior claims, in case of loss, Mortgagee (or after entry of a judgment of foreclosure, purchaser at the sale, or the judgment creditor, as the case may be) is hereby authorized either to settle and adjust any claim under such insurance policies, or to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In either case, Mortgagee is authorized to collect and receive any such insurance money. Such insurance proceeds may, at the option of Mortgagee, either be applied in payment or reduction of the indebtedness secured hereby, whether due or not, or be held by Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoration of buildings or improvements on said Premises. The buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. In the event Mortgagor is entitled to reimbursement out of the proceeds, such proceeds shall be made available, from time to time, upon Mortgagee being furnished with satisfactory evidence of the estimated costs of completion thereof and with an owner's statement and other evidence of cost and of payment as Mortgagee may reasonably require and approve. If the estimated costs of the work exceeds five percent (5%) of the original principal amount of the indebtedness secured hereby, Mortgagee shall also be furnished with all plans and specifications for such rebuilding or restoration as the Mortgagee may reasonably require and approve. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of work performed, from time to time, and at all times the undischursed balance of said proceeds remaining in the hands of Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

Subject to the rights of others holding senior claims, in case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policy or policies, if not applied as aforesaid in building or restoring the buildings or improvements, shall be applied in payment or reduction of the indebtedness secured hereby or in payment or reduction of the amount due in accordance with any judgment of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if it shall then be entitled to the same or as the court may direct. In case of the foreclosure of this Mortgage, the court may provide that the mortgagee's clause attached to each of said insurance policies may be canceled and that the judgment creditor may cause a new loss clause to be attached to each of said policies making the loss thereunder payable to said judgment creditor; and any such judgment of foreclosure may further provide that in case of one or more redemptions under said judgment, pursuant to the statute in such case made and provided, then and in every such case under said judgment, pursuant to the statute in such case made and provided, each successive redeemer may cause the preceding loss clause attached to each insurance policy to be canceled and a new loss clause to be attached thereto, making the loss thereunder payable to such redeemer. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies subject to the rights of senior Mortgagees.

9. Stamp Tax. If by the laws of the United States of America, or of any state or other local governmental authority having jurisdiction over Mortgagor, any tax is due or becomes due in respect of the issuance of the Guaranty or recording of this Mortgage, Mortgagor covenants and agrees to pay such tax in the manner required by any such law. Mortgagor further covenants to hold harmless and agrees to indemnify Mortgagee, its successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the Guaranty or on the recording of this mortgage.

10. Prepayment. Intentionally left blank.

11. Effect of Extensions of Time. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable thereon, or interested in the Premises, shall be held to assent to such extension, or variation, and their liability and Mortgagee's lien, security interest and all provisions hereof shall continue in full force, the right or recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation or release.

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12. Effect of Changes in Laws Regarding Taxation. In the event of the enactment, after the date this Mortgagee is executed, of any law of the state in which the Premises are located deducting from the value of land for the purpose of taxation of any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or change in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holders, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee, therefor; provided, however, that if in the opinion of counsel for Mortgagee it might be unlawful to require Mortgagor to make imposition of interest beyond the maximum amount permitted by law, then and in such event Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

13. Mortgagee's Performance of Defaulted Acts, Subrogation. In case of default therein, Mortgagee may, but need not, make any payment or perform any act herein or in any documents evidencing or securing the indebtedness secured hereby or any indebtedness secured by a prior encumbrance required of Mortgagor, in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrance, if any, and prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee to protect the Premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the post-maturity rate (as defined in Guaranty). Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor. Should the proceeds of the Guaranty or any part thereof, or any amount paid out or advanced hereunder by Mortgagee, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any lien or encumbrance upon the Premises or any part thereof on a parity with or prior or superior to the lien hereof, then as additional security hereunder, Mortgagee shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, however remote, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment.

14. Acceleration of Indebtedness in Case of Default. If (a) default be made for a delay of ten (10) days in the due and punctual payment upon the written demand of the Guaranty, or any installment due in accordance with the terms thereof, either of principal or interest or both; or (b) Mortgagor shall file a petition in voluntary bankruptcy or under any provision of the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay of involuntary proceedings within thirty (30) days, as hereinafter provided; or (c) Mortgagor shall be adjudicated as bankrupt, or a trustee or a receiver shall be appointed for Mortgagor or for all of its property or the major part thereof in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Mortgagor and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within thirty (30) days; or (d) Mortgagor shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part thereof; or (e) Mortgagor, Joseph A. Cesare, Cee-Bee's Finer Foods, Inc., or any corporation in which Joseph A. Cesare holds shares of stock and is indebted to Mortgagee, shall be late in excess of 10 days on any payment due on any debt that it owes to Mortgagee; or (f) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept or performed or observed by Mortgagor pursuant to the terms of this Mortgage, the Guaranty, or any document or agreement executed in conjunction with the loan evidenced by this Guaranty, and the same shall continue for thirty (30) days, then and in every such case the whole of said principal sum hereby secured shall, at once, at the option of Mortgagee, become immediately due and payable, together with accrued interest thereon, without notice to Mortgagor.

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15. Foreclosure; Expense of Litigation. When the indebtedness hereby secured or any part thereof shall become due but remain unpaid, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. It is further agreed that if default is made after the payment of any part of the secured indebtedness, as an alternative to the right of foreclosure for the full secured indebtedness after acceleration thereof, Mortgagee shall have the right to institute partial foreclosure proceedings with respect to the portion of the indebtedness so in default, as if under a full default statute (such proceeding being hereinafter referred to as a "partial foreclosure"), and provided that if foreclosure sale is made because of default of a part of the secured indebtedness, such sale may be made subject to the continuing lien of this Mortgage for the unmatured part of the secured indebtedness; and it is agreed that such sale pursuant to a partial foreclosure, if so made, shall not in any manner affect the unmatured part of the secured indebtedness, but as to such unmatured part of this mortgage and the lien thereof shall remain in full force and effect just as though no foreclosure sale had been made under the provisions of this Section. Notwithstanding the filing of any partial foreclosure or entry of a judgment of sale therein, Mortgagee may elect at any time prior to a foreclosure sale pursuant to such judgment, to discontinue such partial foreclosure and to accelerate the secured indebtedness by reason of any uncured default or defaults upon which such partial foreclosure was predicated or by reason of any other defaults, and proceed with full foreclosure proceedings. It is further agreed that several foreclosure sales may be made pursuant to partial foreclosures without exhausting the right of full or partial foreclosure sale for any unmatured part of the secured indebtedness, it being the purpose to provide for a partial foreclosure sale of the secured indebtedness without exhausting the power to foreclose and to sell the Premises pursuant to any such partial foreclosure for any other part of the secured indebtedness, whether matured at the time or subsequently maturing, and without exhausting any right of acceleration and full foreclosure.

In any suit to foreclose the lien hereof (including any partial foreclosure) or to enforce any other remedy of Mortgagee under this Mortgage, or the Guaranty, or to enforce the provisions of any other document or agreement executed in conjunction with the obligation evidenced by the Guaranty, there shall be allowed and included as additional indebtedness in the judgment for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the judgment) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates and similar data and assurances with respect to title and value as Mortgagee may deem necessary either to proceed in such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this Section mentioned, and such expenses and fees as may be incurred in the protection of the Premises and fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Guaranty or the Premises, including any probate and bankruptcy proceeding, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the post-maturity rate and shall be secured by this Mortgage.

16. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding Section hereof; second, all other items which under the terms hereof constitute secured indebtedness additional and senior to that evidenced by the Guaranty or Guaranties, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Guaranty or Guaranties; fourth, any overage to junior lienors or to Mortgagor, their successors or assigns, as their rights may appear.

17. Appointment of Receiver. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then occupied as homestead. Such receiver shall have power (a) to collect the rents, issues and profits of

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the Premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits; (b) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lease, to extend or renew leases to expire, beyond the maturity date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interest in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption for sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; and (c) all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income to payment in whole or in part of: (a) the indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (b) the deficiency in case of a sale and deficiency.

18. Assignment of Rents, Profits, Etc. To further secure the indebtedness secured hereby, subject to prior assignments, Mortgagor hereby sells, assigns and transfers to Mortgagee all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Mortgagee under the powers herein granted, more fully described in Exhibit B hereof and incorporated by reference herein. It is the Mortgagor's intention hereby to establish an absolute transfer and assignment (subject to prior assignments) of all such leases and agreements, and all the avails thereunder, to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney in its name and stead to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms as said Mortgagee shall, in its absolute discretion, determine, and to collect all of said avails, now due or that may hereby become due under each and every one of the leases and agreements, written or verbal, or other tenancy existing, or which may hereafter exist on the Premises, with the same rights and powers and subject to the same immunities, exoneration or liability and rights of recourse and indemnity as Mortgagee would have upon taking possession.

Mortgagor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Premises for more than one installment in advance and that the payment of none of the rents to accrue for any portion of the said Premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagor. Mortgagor waives any rights of setoff against any person in possession of any portion of the Premises. Mortgagor agrees that it will not assign any of the rents or profits of the Premises, except to a purchaser or grantee of the Premises. Nothing herein contained shall be construed as constituting Mortgagee as a mortgagee in possession in the absence of the taking of actual possession of the Premises by Mortgagee. In the exercise of the powers herein granted Mortgagee, all such liability shall be expressly waived and released by Mortgagor.

Mortgagor further agrees to assign and transfer to Mortgagee all future leases upon all or any part of the Premises and to execute and deliver, at the request of Mortgagee, all such further assurances and assignments in the Premises as Mortgagee shall from time to time require. Mortgagee shall not exercise any of the rights or powers conferred upon it by this Section until a default shall exist under this mortgage or the Guaranty or any other documents or Agreements executed in conjunction with the obligation evidenced by the Guaranty.

19. Lease Assignment. To further secure the indebtedness described in and secured hereby, Mortgagor hereby, subject to prior assignments, sells, assigns and transfers to Mortgagee, its successors and assigns, any interest of Mortgagor as lessor in any lease or leases now or hereafter existing with respect to the Premises.

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Mortgagor expressly covenants and agrees that if the lessee or any of the lessees under the lease or leases so assigned or Mortgagor, as lessor therein, shall fail to perform and fulfill any term, covenant, condition or provision in said lease or leases, or any of them, on its or their part to be performed or fulfilled, at the times and in the manner in said lease or leases provided, or if Mortgagor shall suffer or permit to occur any breach or default under the provisions of the assignment of leases of the Premises and such default shall continue for ten (10) days, then and in any such event, such breach or default shall constitute a default hereunder and at the option of Mortgagee, and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Guaranty or in this Mortgage to the contrary, become due and payable as in the case of other defaults.

The assignment of leases referred to in the previous paragraph of this Section 19, which Mortgagor delivered to Mortgagee simultaneously with the execution of this Mortgage, includes an assignment of Mortgagor's interest as lessor in a certain lease more fully described on Exhibit B attached hereto and by express reference made a part hereof. Any amendment, modification or termination of such lease, prior to the expiration of the term specified therein without the prior written consent of Mortgagee, shall constitute a default under this Mortgage. In the event of such a default, at the option of Mortgagee and without notice to Mortgagor, all unpaid indebtedness secured hereby shall notwithstanding anything in the Guaranty or in this Mortgage to the contrary, become due and payable as in the case of other defaults. Mortgagee shall not exercise any of the rights or powers conferred upon it by this Section until a default shall exist under this Mortgage or the Guaranty or any other documents or Agreements executed in conjunction with the obligation evidenced by Guaranty.

20. Mortgagee's Right of Possession In Case of Default. In any case in which under the provisions of this Mortgage Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due as aforesaid, after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the Premises or any part thereof personally, or by its agent or attorneys, as for condition broken. In such event Mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of said Premises, together with all documents, books, records, papers and accounts of Mortgagor or then owner of the Premises relating thereto and may exclude Mortgagor, its agents or servants, wholly therefrom and may as attorney-in-fact or agent of Mortgagor, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, and with full power:

- (a) to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagee to cancel the same;
- (b) to elect to disaffirm any lease or sublease which is then subordinate to the lien hereof;
- (c) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interest in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption for sale, discharge of the mortgage indebtedness, satisfaction of any judgment of foreclosure, or issuance of any certificate of sale or deed to any purchasers;

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(d) to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises as may seem judicious;

(e) to insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof; and

(f) to receive all of such avails, rents, issues and profits; hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor.

Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases. Mortgagor shall and does hereby agree to indemnify and hold Mortgagee harmless from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should Mortgagee incur any such liability, loss or damages, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Mortgagor shall reimburse Mortgagee therefore immediately upon demand.

21. Application of Income Received by Mortgagee. Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it by Section 18, Section 19 and Section 20 hereof, shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Mortgagee may determine:

(a) to the payment of the operating expenses of said property, including cost of management and leasing thereof (which shall include reasonable compensation to Mortgagee and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) to the payment of taxes and special assessments now due or which may hereafter become due on the Premises;

(c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Premises, and of placing the Premises, in such condition as will, in the judgment of Mortgagee, make it readily rentable; and/or

(d) to the payment of any prior senior encumbrance, to the extent that the same be declared to be in default; and

(e) to the payment of any indebtedness secured hereby.

22. Mortgagee's Right of Inspection. Mortgagee shall have the right to inspect the Premises at all reasonable times, upon reasonable notice, and access thereto shall be permitted for that purpose.

23. Condemnation. Mortgagor hereby assigns, transfers and sets over to Mortgagee the entire proceeds of any award or any claim for damages for any of the Premises taken or damage under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to require Mortgagor to restore or rebuild in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagor for the costs of the rebuilding to restore

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the buildings or improvements on the Premises, in accordance with plans and specifications to be submitted to and approved by Mortgagee. In the event Mortgagor is authorized by Mortgagee's election as aforesaid to build or restore, the proceeds of the award shall be paid out in the same manner as is provided in Section 8 hereof for the payment of insurance proceeds toward the costs of rebuilding or restoration. If the amount of such award is insufficient to cover the costs of rebuilding or restoration, Mortgagor shall pay such costs in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of said award after payment of such costs of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of prior encumbrances, and then on the indebtedness secured hereby or be paid to any other party entitled thereto.

24. Release Upon Payment and Discharge of Mortgagor's Obligations. If Mortgagor shall fully pay all principal and interest on the Guaranty and all other indebtedness secured hereby and comply with all of the other terms and provisions hereof to be performed and complied with by Mortgagor, then this Mortgage shall be null and void. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

25. Giving of Notice. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the delivery thereof to the individual to whom addressed or the mailing thereof by certified mail, return receipt requested, addressed to:

If to Mortgagor: Joseph A. Cesare
514 Pawnee Drive
Naperville, Illinois 60563

Copy to: Richard B. Cairano, Esq.
20 North Clark Street, #725
Chicago, Illinois 60602

If to Mortgagee: Central Grocers Cooperative, Inc.
Attention: Mr. Robert Wagner
3701 North Centrella
Franklin Park, Illinois 60131

Copy to: Kerry M. Lavelle, Esq.
208 S. LaSalle Street, #1200
Chicago, Illinois 60604

or at such other place as either party hereto may by notice in writing designate as a place for service of notice which shall constitute service of notice hereunder.

26. Waiver of Defense: Remedies Not Exclusive. No action for the enforcement of the lien herein or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law or in equity upon the Guaranty. Mortgagee shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Mortgage or other agreement or any laws now or hereafter in force, notwithstanding that some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by Mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given hereby to Mortgagee or to which it may be otherwise

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entitled may be exercised, concurrently or independently, from time to time, and as often as it may be consistent. No waiver of any default of the Mortgagor hereunder shall be implied from any omission by the Mortgagee or Holders to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

27. Waiver of Statutory Rights. Mortgagor hereby waives any and all rights of redemption from sale under any order or judgment of foreclosure of this Mortgage on behalf of the Mortgagor, the trust estate, and all persons beneficially interested therein, and each and every person except decree or judgment creditors of Mortgagor in its representative capacity and of the trust estate, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

28. Post-maturity Rate. "Post-maturity Rate" as used herein shall mean that stated in Guaranty (if any).

29. Mortgagor and Lien Not Released. From time to time Mortgagee may, in Mortgagee's absolute discretion, without giving notice to or obtaining the consent of Mortgagor or Mortgagor's successors or assigns or the consent of any junior or superior lien holder, guarantor or tenant, without liability on Mortgagee's part and notwithstanding Mortgagor's breach of any covenant, agreement or condition: (a) release anyone primarily or secondarily liable on any of the indebtedness; (b) accept renewal Guaranties or extend the maturity date on the existing Guaranty therefor; (c) release from the lien of this Mortgage any part of the Premises; (d) take or release other or additional security for the indebtedness; (e) consent to any plat, map or plan of the Premises; (f) consent to the granting of any easement; (g) join in any extension or subordination agreement; and (h) waive or fail to exercise any right, power or remedy granted by law or herein or in any other instrument given at any time to evidence to secure the payment of the indebtedness.

Any actions taken by Mortgagee pursuant to the terms of this Section 29 shall not impair or affect: (a) the obligation of Mortgagor or Mortgagor's successors or assigns to pay any sums at any time secured by this Mortgage and to observe all of the covenants, agreements and conditions herein contained in any document or agreement executed in conjunction with the obligations evidenced by the Guaranty; (b) the Guaranty (if any); and (c) the lien or priority of the lien hereof against the Premises.

Mortgagor shall pay to Mortgagee a reasonable service charge and such title insurance premiums and attorneys' fees as may be incurred by Mortgagee for any action described in this paragraph taken at the request of Mortgagor.

30. Security Agreement and Financing Statement. At the election of the Mortgagee, Mortgagor and Mortgagee agree: (a) that this Mortgage shall constitute a Security Agreement within the meaning of the Uniform Commercial Code (the "Code") of the State in which the Premises are located with respect to any property included in the definition herein of the word "Premises," which property may not be deemed to form a part of the real estate described in Exhibit A or may not constitute a "fixture" (within the meaning of Section 9-313 of the Code), and all replacements of such property, substitutions for such property, additions to such property, and the proceeds thereof (said property, replacements, substitutions, additions and the proceeds thereof being sometimes herein collectively referred to as the "Collateral"); and (b) that a security interest in and to the Collateral is hereby granted to Mortgagee; all to secure payment of the indebtedness and to secure performance by Mortgagor of the terms, covenants and provisions thereof.

Mortgagor and Mortgagee agree that if Mortgagee shall elect to proceed with respect to the Collateral separately from the real property, ten (10) days notice of the sale of the Collateral shall be reasonable notice. The reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Mortgagee shall include, but not be limited to, reasonable attorneys' fees and legal expenses incurred by Mortgagee. Mortgagor

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agrees that, without the written consent of Mortgagee, Mortgagor will not remove or permit to be removed from the Premises any of the Collateral except that so long as Mortgagor is not in default hereunder, Mortgagor shall be permitted to sell or otherwise dispose of the Collateral when obsolete, worn out, inadequate, unserviceable or unnecessary for use in the operation of the Premises, but only upon replacing the same or substituting for the same other Collateral at least equal in value and utility to the initial value and utility of that disposed of in such a manner that security interest created hereby and that the security interest of Mortgagee shall be perfected and first in priority, it being expressly understood and agreed that all replacements, substitutions and additions to the Collateral shall be and become immediately subject to the security interest of this Mortgage and covered hereby. Mortgagor shall, from time to time, on request of the Mortgagee, deliver to Mortgagee at the cost of Mortgagor: (a) such further financing statements and security documents and assurances as Mortgagee may require, to the end that the liens and security interests created hereby shall be and remain perfected and protected in accordance with the requirements of any present or future law; and (b) an inventory of the Collateral in reasonable detail. Except for the now existing first priority mortgage, Mortgagor covenants and represents that all Collateral now is, and that all replacements thereof, substitutions therefor, additions thereto, or proceeds thereof, unless Mortgagee otherwise consents, will be free and clear of liens, encumbrances, title retention devices and security interests of others than permitted under this Mortgage Agreement.

Mortgagor and Mortgagee agree, to the extent permitted by law, that: (a) all of the goods described within the definition of the word "Premises" herein are or are to become fixtures on the land described in Exhibit A; (b) this instrument, upon recording or registration in the real estate records of the proper office, may, at the election of the Mortgagee constitute a "fixture filing" within the meaning of Sections 9-313 and 9-402 of the Code; and (c) Mortgagor is a record owner of the land described in Exhibit A.

If the Collateral is sold in connection with a sale of the Premises, Mortgagor shall notify Mortgagee prior to such sale and shall require as a condition of such sale that the purchaser specifically agrees to assume Mortgagor's obligations as to the security interests herein granted and to execute whatever agreements and filings are deemed necessary by Mortgagee to maintain Mortgagee's perfected security interest in the Collateral.

31. Future Advances. It is further covenanted and agreed by Beneficiary, Cee-Bee's, and Mortgagee that this Mortgage also secures the Guaranty and Other Debt and includes all future or further advances as may be made by Mortgagee herein, sums, indebtedness, or liabilities of any and every kind now or hereafter owing or to become due from Mortgagor or Cee-Bee's or any corporation that Joseph A. Cesare may have an interest in, or own stock in, to Guarantees of the Guaranty that may exceed the original Guaranty amount, or its successors or assigns, to and for the benefit of Mortgagor, or its successors or assigns within the maximum period of time permitted by the laws of the State in which the Premises are situated to the same extent as if such further or future advances were made on the date of the execution of this Mortgage.

32. Binding on Successors and Assigns. Mortgagor covenants and agrees not to suffer or permit without the written permission or consent of Mortgagee being first obtained, to a sale, conveyance, installment sale, assignment (including assignment of beneficial interest), transfer of any right, title and interest in and to the property or any portion thereof, to any person, firm, corporation, trust, or other entity; and in the event of a breach of this covenant, Mortgagee may, without notice, at the option of Mortgagee, declare the sums secured by this Mortgage to be immediately due and payable. This Mortgage and all provisions hereof, shall be binding upon Mortgagor and all persons' claims under the Mortgagor, and shall inure to the benefit of Mortgagee from time to time and of the successors and assigns of the Mortgagee.

33. Partial Invalidity. Mortgagor and Mortgagee intend and believe that each provision in this Mortgage, the Note and in all documents and agreements executed in conjunction with the loan evidenced by the Note, comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or provisions, or if any portion of any provision or provisions, in above-described documents and agreements is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law,

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administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions of said document and/or agreement to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of Mortgagor and Mortgagee that such portion, provision, or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of said document and/or agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations and interest of Mortgagor and Mortgagee under the remainder of said document and/or agreement shall continue in full force and effect.

34. Mortgagee's Lien For Service Charge and Expenses. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all loan commissions, service charges, liquidated damages, expenses and advances due to or incurred by Mortgagee in connection with the loan to be secured hereby, all in accordance with the application and loan commitment issued in connection with this transaction.

35. Maintenance of Mortgagor's Interests. Other than the already existing priority mortgage(s), Mortgagor shall not suffer or permit any of the following to occur:

(a) The transfer of title to all or any portion of the Premises, whether by operation of law, voluntarily or otherwise;

(b) The assignment of the beneficial interest in the trust constituting Mortgagor, whether by operation of law, voluntarily or otherwise;

(c) The encumbering of title to the Premises by the lien of any mortgage, trust deed or other instrument in the nature of the Mortgage or trust deed, the collateral assignment, pledge or hypothecation of the beneficial interest in the trust constituting Mortgagor hereunder or the assignment, pledge or hypothecation of the avails, rents, issues or profits of the Premises, as, in any case, security for any loan or obligation other than the loan secured hereby; or

If any of the events set forth in subparagraphs (a)-(c) of this Section 35 shall occur without Mortgagee's prior written consent, Mortgagee shall have the right to declare the entire indebtedness secured hereby immediately due and payable and to exercise all rights and remedies granted to Mortgagee under this Mortgage in the event of default hereunder. In the event Mortgagee declares the indebtedness due and payable pursuant to this Section 35, there shall be added to the principal balance secured hereby an amount equal to the prepayment penalty (if any) which would be due if a prepayment in full was then being made pursuant to the terms of the Guaranty.

36. Applicable Law. This Mortgage, the Guaranty and all other instruments evidencing, securing or relating to in any way the loan secured hereby shall be construed, interpreted and governed by the laws of Illinois, provided, however, that in the event all or any portion or portions of the Premises are not located in said state, then and in such event, the enforcement hereof against the Premises, or portion or portions thereof, located outside of such state, and remedies therefor, shall be governed by the laws of the jurisdiction in which the Premises or such portions are located.

37. Protection of Mortgagee's Security. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or in any document or agreement executed in conjunction with the loan evidenced by the Note, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Premises, including but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Mortgagee, at Mortgagee's option upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest, including but not limited to, disbursement of reasonable attorneys' fees and entry upon the Premises to make repairs. If Mortgagee acquired mortgage insurance as a condition of guarantying the debt secured by

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Mortgage, Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Mortgagor's and Mortgagee's written agreement or applicable law. Mortgagor shall pay the amount of all Mortgagee insurance premiums in timely manner.

Any amounts disbursed by Mortgagee pursuant to this Section 37, with interest thereon, shall become additional indebtedness of Mortgagor, secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note. Nothing contained in this Section 37 shall require Mortgagee to incur any expense or take any action hereunder.

38. Mortgagor Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of Mortgagor and Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by Mortgagor and Mortgagor's successor in interest.

39. Acceleration and Remedies. Mortgagor covenants and agrees that upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Mortgagee, at Mortgagee's option may, without notice declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceedings. Mortgagee shall be entitled to collect in such proceedings all expenses of foreclosure, including but not limited to reasonable costs and expenses of suit.

40. Environmental Provisions. The Mortgagor and Mortgagee agree as follows:

(a) Definitions

- (1) "CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.
- (2) "CERCLIS" means the Comprehensive Environmental Response Compensation Liability Information System List.
- (3) "Environmental Laws" means all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations and policies (including consent decrees and administrative orders) relating to public health and safety and the protection of the environment.
- (4) "Hazardous Material" means:
 - (A) any "hazardous substance", as defined by CERCLA;
 - (B) any "hazardous waste", as defined by the Resource Conservation and Recovery Act, as amended;
 - (C) any petroleum product; or
 - (D) any pollutant or contaminant or hazardous, dangerous or toxic chemical, material or substance within the meaning of any other applicable federal, state

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or local law, regulation, ordinance or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as heretofore or hereafter amended.

(b) Environmental Warranties. Except as set forth in Exhibit C ("Environmental Matters"):

- (1) all facilities and property (including underlying groundwater) owned or leased by Mortgagor have been, and continue to be, owned or leased by Mortgagor in compliance with all Environmental Laws;
- (2) there have been no past, and there are no pending or threatened:
 - (A) claims, complaints, notices or requests for information received by Mortgagor with respect to any alleged violation of any Environmental Law, or
 - (B) complaints, notices or requests for information to Mortgagor regarding potential liability under any Environmental Law;
- (3) There have been no Releases of Hazardous Materials at, on or under any property now or previously owned or leased by Mortgagor that, singly or in the aggregate, have, or may reasonably be expected to have, a material adverse effect on the financial condition, operations, assets, business, properties or prospects of Mortgagor;
- (4) Mortgagor has been issued and is in compliance with all permits, certificates, approvals, licenses and other authorizations relating to environmental matters and necessary or desirable for its business;
- (5) no property now or previously owned or leased by Mortgagor is listed or proposed for listing on the National Priorities List pursuant to CERCLA, on the CERCLIS or on any similar state list of sites requiring investigation or clean-up;
- (6) there are no underground storage trunks, active or abandoned, including petroleum storage tanks, on or under any property now or previously owned or leased by Mortgagor that, singly or in the aggregate, have, or may reasonably be expected to have, a material adverse effect on the financial condition, operations, assets, business, properties or prospects of Mortgagor;
- (7) Mortgagor has not transported or arranged for the transportation of any Hazardous Material to any location which is listed or proposed for listing on the National Priorities List pursuant to CERCLA, on the CERCLIS or on any similar state list or which is the subject of federal, state or local enforcement actions or other investigations which may lead to material claims against Mortgagor for any remedial work, damage to natural resources or personal injury, including claims under CERCLA;
- (8) there are no polychlorinated biphenyls or friable asbestos present at any property now or previously owned or leased by Mortgagor that, singly or in the aggregate, have, or may reasonably be expected to have, a material adverse effect on the financial condition, operations, assets, business, properties or prospects of Mortgagor; and

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- (9) no conditions exist at, on or under any property now or previously owned or leased by Mortgagor which, with the passage of time, or the giving of notice or both would give rise to liability under any Environmental Law.


41. Captions and Headings. The captions and headings of the various Sections of this Mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof. All covenants and Agreements of Mortgagor shall be joint and several.

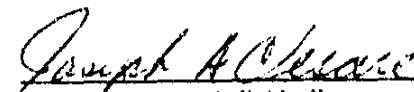
IN WITNESS WHEREOF, the Mortgagor has caused these presents to be signed on the day and year first above written.

Mortgagee:

Mortgagors:

CENTRAL GROCERS COOPERATIVE, INC.


By: Kerry M. Lavelle
Its: Attorney in Fact

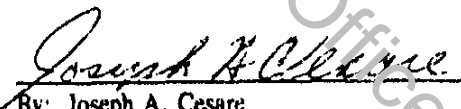

Joseph A. Cesare, individually

Harris Bank Hinsdale, N.A. as Trustee under Trust Agreement dated 6-23-83, commonly known as Trust Number: L-672

SIGNATURES AND EXCULPATORY ATTACHED.

By: _____
Its: _____

CEE BEE'S FINER FOODS, INC.


By: Joseph A. Cesare
Its: President

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Richard B. Califano, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Joseph A. Cesare appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes set forth.

GIVEN under my hand and notarial seal this 15th day of NOVEMBER, 1994.

Richard B. Califano
Notary Public

My commission expires: May 18, 1997

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that _____, an agent of Harris Bank Hinsdale, N.A. Trustee under Trust Agreement dated 6-23-83, known as Trust Number L-672, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as _____ own free and voluntary act for the uses and purposes set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 1994.

Notary Public

My commission expires: _____

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL I:

Units 2C, 2K, 3B and 3M, in the Oakbrook Terrace East Condominium, as delineated on a survey of the following described real estate:

A tract of land in Lot 1 of Assessment Plat of George Atwater Estate in the Northwest Quarter of Section 23, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded August 6, 1930 in Book 19 of plats, page 88 as document 301166, said tract described by commencing at a point on the South line of Lot 1 aforesaid, 540.5 feet West of the Southeast corner thereof and being the point of intersection of the South line of said Lot 1 and the center line of Spring Road; thence West along said South line 771.7 feet to an iron pipe; thence North at right angles to said South line 175 feet to an iron pipe; thence East parallel with said South line 726.4 feet to the center line of Spring Road; thence South 8 degrees 25 minutes East along said center line 43.0 feet; thence South 16 degrees 23 minutes East along said center line 133.1 feet to the place of beginning, in DuPage County, Illinois,

which survey is attached as Exhibit "A" to the Declaration of Condominium recorded in the Office of the Recorder of Deeds of DuPage County, Illinois, as Document No. R80-56209, together with an undivided percentage interest in the common elements, in DuPage County, Illinois.

PARCEL II:

The exclusive right to the use of indoor parking spaces P-43, P-5, P-41 and P-34, limited common element as delineated on the survey attached to the Declaration aforesaid recorded as Document No. R80-56209.

COMMON ADDRESS OF PROPERTY: Units 2C, 2K, 3B, and 3M
1 South 150 Spring Road
Oak Brook Terrace, Ill.

PERMANENT INDEX NUMBER: 06-23-113-009
06-23-113-041
06-23-113-006
06-23-113-050

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EXHIBIT B (SECTION 19)

LEASES, RENTS, PROFITS, ETC.

COMMON PROPERTY ADDRESS:

Units 2C, 2K, 3B and 3M
1 So. Spring Road
OakBrook Terrace, IL 60181

Unit 2C

Tenant: Jean Smith Sandifer
Rental: \$1,110.00 Monthly
Lease Expiration: January 15, 1995

Unit 2K

Tenant: Edward Wahlenfeld
Rental: \$1,050.00 Monthly
Lease Expiration: April 30, 1996

Unit 3B

Tenant: Ronald & Cecelia Real
Rental: \$1,150.00 Monthly
Lease Expiration: June 30, 1995

Unit 3M

Tenant: Harry & Alice Nagel
Rental: \$1,100.00 Monthly
Lease Expiration: July 31, 1995

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EXHIBIT C
(SECTION 40(B))

ENVIRONMENTAL MATTERS

None

250.001
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B: _____

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This document is made and executed by Harris Bank Hinsdale, N.A., as Land Trustee, and is accepted upon the express understanding and Agreement of the parties hereto that Harris Bank Hinsdale, N.A. enters into the same not personally, but only as such Trustee, and that, anything herein to the contrary notwithstanding, each and all of the indemnities, representations, warranties, covenants, agreements and undertakings herein contained are intended not as the personal indemnities representations, warranties, covenants or undertakings of Harris Bank Hinsdale, N.A., or for the purpose of binding Harris Bank Hinsdale, N.A. personally, but are made and intended for the purpose of binding only that portion of the trust property described herein, and this document is executed and delivered by Harris Bank Hinsdale, N.A. not in its own right, but solely at the direction of the party having power of direction over the trust and in the exercise of the powers conferred upon Harris Bank Hinsdale, N.A. as such Trustee, and that no personal liability is assumed by, nor shall be asserted against, Harris Bank Hinsdale, N.A. or its agents or employees because or on account of its making or executing this document or on account of any indemnity, representation warranty, covenant, agreement or undertaking herein contained, including, but not limited to any liability for violations of the Comprehensive Environmental, Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. as amended or any other municipal, county, state or federal laws, ordinances, codes or regulations pertaining to the trust property or in the use and occupancy thereof, all such liability, if any being expressly waived and released. It is further understood and agreed that Harris Bank Hinsdale, N.A. individually, or as Trustee shall have no obligation to see to the performance or non-performance of any indemnity, representation, warranty, covenant, agreement or undertaking herein contained, and shall not be liable for any action or non action taken in violation thereof. It is further provided, however, that this paragraph shall not impair the enforceability, or adversely affect the obligations of any other signatories hereto or under any separate instrument of adoption or guarantee nor otherwise impair the validity of any indebtedness evidenced or secured by this document except as expressly set forth.

Harris Bank Hinsdale, N.A. as Trustee under Trust 1-672

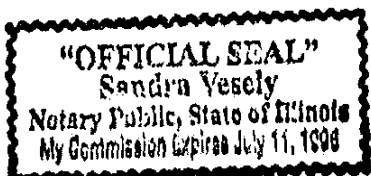
By: Janet Hale
Assistant Vice President & Trust Officer

Attest: Renea Offenberg
RENEA OFFENBERG

State of Illinois
County of DuPage

Notary Public's Office
04036775

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Janet Hale, who is Assistant Vice President and Trust Officer of Harris Bank Hinsdale, National Association, and RENEA OFFENBERG who is RENEA OFFENBERG of the same corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Trust Officer and RENEA OFFENBERG respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act and as the free and voluntary act of the corporation for the use and purposes therein set forth; and the Assistant Vice President then and there acknowledged that she, as custodian of the corporate seal, affixed the corporate seal to the foregoing instrument as her free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes therein set forth. Given under my hand and seal this 21st day of July 1997.



Sandra Vesely
Notary Public