GEORGE E. COLE®
LEGAL FORMS

FORM NO. 100
February, 1985

LEASEHOLD
MORTGAGE STATUTORY FORM
(ILLINOIS)

86412719

86409884

Above Space For Recorder's Use Only

THE MORTGAGOR Weiboldt Stores, Inc., an Illinois corporation
of the City of Chicago in the County of Cook and State of Illinois, Mortgages and Warrants to AMA/WSI, Inc., a Delaware corporation
of the City of New York County of New York and State of New York
to secure the payment of ~~certain promissory note, executed by the mortgagor, bearing even date herewith, payable to the order of~~ all Liabilities of Mortgagor to Mortgagee which Liabilities include all of the following: any and all liabilities, obligations and indebtedness of any type or description, howsoever created, arising or evidenced, direct or indirect, absolute or contingent, recourse or "nonrecourse", whether or not pursuant to a written instrument, now or hereafter existing or due or to become due, owing by the Mortgagor to the Mortgagee including, without limitation, in connection with the sale or other transfer of inventory to the Mortgagor or in connection with services provided by the Mortgagee to the Mortgagor; all of the covenants, obligations and agreements (and the truth of all representations and warranties) of the Mortgagor in, under or pursuant to this Mortgage or any indebtedness instrument of any type or nature; any and all advances, costs or expenses paid or incurred by the Mortgagee to protect any obligation of the Mortgagor hereunder or collect any amount owing to the Mortgagee which is secured hereby; provided, however, that the maximum principal amount of the Liabilities shall not exceed the sum of $25,000,000.00 plus the total amount of all advances made by the Mortgagee to protect the security interest and lien created hereby; interest (if any) on all of the foregoing; and all costs of enforcement and collection of this Mortgage and the Liabilities
the following described leasehold interest of real estate to-wit:

See Exhibit A, Exhibit B and Exhibit C attached hereto and made a part hereof.

SS SS

including, without limitation, the indebtedness arising pursuant to that certain ~~Consignment and Sales~~ Agreement dated as of September 11, 1986 by and between Mortgagor and Mortgagee and any such other consignment and sales agreements as the parties may enter into from time to time

the indebtedness arising pursuant to that certain ~~Consignment and Sales~~ Agreement dated as of September 11, 1986 by and between Mortgagor and Mortgagee and any such consignment and sales agreements as the parties may enter into from time to time, and also including, without limitation, any other agreements entered into by the parties

See Rider attached hereto and made a part hereof.

..sales agreements or consignment agreements or

sales agreements or consignment agreements or

This document is being rerecorded to correct typographical errors in the legal description appearing as Exhibit C of the Leasehold Mortgage dated September 10, 1986, and recorded September 10, 1986 as Document Number 86406585 and to provide a more definite description of the Liabilities described in said Leasehold Mortgage.

This document is being re-rerecorded to provide a more definite description of the Liabilities described in that certain Leasehold Mortgage dated September 10, 1986, and recorded September 10, 1986, as Document Number 86406585 and rerecorded as Document Number 86409884

situated in the County of Cook, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Permanent Real Estate Index Number(s): _____

Address(es) of real estate: _____

Dated this 10th day of September, 19 86

Weiboldt Stores, Inc., an Illinois corporation (SEAL)

By: Stanley Seidler, Pres. (SEAL)
Stanley Seidler, President

Please print or type name(s) below signature(s)

Stanley Seidler Pres. (SEAL)

(SEAL)

This instrument was prepared by Robin L. Schirmer, Sachnoff Weaver & Rubenstein, Ltd., 30 South Wacker Drive, Suite 2900, Chicago, Illinois 60606
(NAME AND ADDRESS)

Return to Box 367

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STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Stanley Seiden, personally known to me to be the President of WEIBOLDT STORES, INC., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and re-acknowledged that as such President, he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 12th day of September, 1986.

Notary Public
My Commission Expires May 29, 1989
Commission Expires:

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BOX

Real Estate Mortgage
Statutory Form.

TO

MAIL TO:

GEORGE E. COLE®
LEGAL FORMS

RIDER TO LEASEHOLD MORTGAGE
DATED SEPTEMBER 10, 1986
FROM WEIBOLDT STORES, INC., AS MORTGAGOR,
TO AMA/WSI, INC., AS MORTGAGEE

1. This Leasehold Mortgage is subordinate to a leasehold mortgage given to secure that certain Loan Agreement dated December 19, 1985 by and between Mortgagor and Household Commercial Financial Services, Inc., a Delaware corporation, whenever said leasehold mortgage shall be recorded.

2. Upon Mortgagor's breach of any covenant or agreement of Mortgagor in this instrument, including, but not limited to, the covenants to pay when due any sums secured by this instrument, Mortgagee, at Mortgagee's option, may declare all of the sums secured by this instrument to be immediately due and payable without further demand and may foreclose this instrument by judicial proceeding and may invoke any other remedies permitted by applicable law or provided herein. Mortgagee shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorney's fees, costs of documentary evidence, abstracts and title reports.

3. Mortgagor (i) shall comply with the provisions of the Leases, (ii) shall give immediate written notice to Mortgagee of any default by lessor under the Leases or of any notice received by Mortgagor from such lessor of any default under the Leases by Mortgagor, (iii) shall exercise any option to renew or extend the Leases and give written confirmation thereof to Mortgagee within thirty days after such option becomes exercisable, unless Mortgagor shall have received the prior written consent of Mortgagee not to renew or extend, (iv) shall give immediate written notice to Mortgagee of the commencement of any remedial proceedings under the Leases by any part thereto and, if required by Mortgagee, shall permit Mortgagee as Mortgagor's attorney-in-fact to control and act for Mortgagor in any such remedial proceedings, and (v) shall within thirty days after request by Mortgagee obtain from the lessor under the Leases and deliver to Mortgagee the lessor's estoppel certificate required thereunder, if any. Mortgagor hereby expressly transfers and assigns to Mortgagee the benefit of all covenants contained in the Leases, whether or not such covenants run with the land, but Mortgagee shall have no liability with respect to such covenants nor any other covenants contained in the Leases.

Mortgagor shall not surrender the leasehold estate and interests herein conveyed nor terminate or cancel the Leases creating said estate and interests, and Mortgagor shall not, without the express written consent of Mortgagee, alter or amend said Leases. Mortgagor covenants and agrees that there shall not be a merger of the Leases, or of the leasehold estate created thereby, with the fee estate covered by the Leases by reason of said leasehold estate or said fee estate, or any part of either, coming into common ownership, unless Mortgagee shall consent in writing to such merger, if Mortgagor shall acquire such fee estate, then this instrument shall simultaneously and without further action be spread so as to become a lien on such fee estate.

4. Mortgagee, at Mortgagee's option, may declare all of the sums secured by this instrument to be immediately due and payable without further demand and may foreclose this

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instrument by judicial proceeding and may invoke any other remedies permitted by applicable law or provided herein in the event that:

(a) Mortgagor shall make an assignment for the benefit of creditors or generally not pay its debts as they become due or admit in writing its inability to pay its debts as they become due, or shall file a petition commencing a voluntary case under the Bankruptcy Reform Act of 1978, 11 U.S.C. 101 et seq., as amended (the "Bankruptcy Code"), or an order for relief shall be entered against Mortgagor under any chapter of the Bankruptcy Code, or Mortgagor shall be adjudicated an insolvent, or shall file any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law or regulation, Federal, state, local, foreign or other, or shall file any answer admitting or shall fail to deny the material allegations of a petition filed against it for any such relief, or consent to the filing of any such petition or shall seek or consent to or acquiesce in the appointment of any agent, trustee, receiver, custodian, liquidator or similar officer for it or of all or any substantial part of its assets or properties, or its directors or majority stockholder shall take any action authorizing any of the foregoing or looking to its dissolution or liquidation, or it shall cease doing business as a going concern; or

(b) Within thirty days after the filing of any petition or the commencement of any proceeding against Mortgagor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future statute, law or regulation, Federal, state, local, foreign or other, such proceeding shall not have been dismissed, or a decree or order of a court having competent jurisdiction shall have been entered approving as properly filed any such petition, or if, within thirty days after the appointment, without the consent or acquiescence of Mortgagor, of any agent, trustee, receiver, custodian, liquidator or similar officer for it or of all or any substantial part of its properties, such appointment shall not have been vacated.

5. The signature of the Mortgagor appearing on the first page of this instrument shall be deemed to be affixed to this Rider.

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EXHIBIT "A"

A leasehold estate of Mortgagor under that certain lease (the "Lease") dated May 26, 1961, by and between Randhurst Corporation, a Delaware corporation, as lessor, and Mortgagor, as lessee, in a portion of the following described real estate as set forth in the Lease:

The West ½ of the Southeast ¼ of Section 27 and the West 460 feet, as measured along the North line of the East ½ of the Southeast ¼ of Section 27, all in Township 42 North, Range 11, East of the 3rd Principal Meridian, excepting those portions of the foregoing described property dedicated, condemned, conveyed, granted or used for road or highway purposes or water, gas, electricity, sewer and other public utility purposes.

Common Address: 999 Elmhurst Road
Mount Prospect, Illinois

Permanent Index Numbers: 03-27-401-040
03-27-401-075
03-27-401-076

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EXHIBIT "B"

A leasehold estate of Mortgagor under that certain lease (the "Lease") dated August 18, 1955 by and between Harlem-Irving Plaza, Inc., an Illinois corporation, as lessor, and Mortgagor, as lessee, in a portion of the following described real estate as set forth in the Lease:

Parcel "A"

The South half of the East half of the South half of the North East quarter of the South East quarter of Section 13, Township 40 North, Range 12, East of the Third Principal Meridian;

Parcel "B"

That part of the East half of the South East quarter of the South East quarter of Section 13, Township 40 North, Range 12, East of the Third Principal Meridian lying North of the Indian Boundary Line except therefrom a strip of land 66 feet wide across the South Easterly part of the East half of the South half of the South East quarter of Section 13 aforesaid, said strip being parallel with and adjacent North Westerly to the Indian Boundary Line, conveyed to the Forest Preserve District by Warranty Deed recorded March 5, 1918 as document 6281705.

Common Address: 4200 North Harlem Avenue
Norridge, Illinois

Permanent Index Numbers: Parcel A: 12-13-405-004

Parcel B: 12-13-416-005
12-13-416-006
12-13-416-007
12-13-416-008

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EXHIBIT "C"

A leasehold estate of Mortgagor under that certain lease (the "Lease") dated October 30, 1962 by and between Chicago Industrial District, Inc., an Illinois corporation, as lessor, and Mortgagor, as lessee, in a portion of the following described real estate as set forth in the Lease:

A part of the North 1/2 of the South 1/2 of Section 27, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, which part is more particularly described as follows:

Beginning at a point on the East Line of South Cicero Avenue which is 50 feet East from the West Line of said Section 27 and 200 feet North from the South Line of said North 1/2 of the South 1/2 of said Section, which point is also a corner of the land heretofore dedicated for a public street by a Plat recorded in the Recorder's Office of Cook County, Illinois, as Document Number 13112543 and running thence North along said East Line of South Cicero Avenue, being the East Line of the West 50 feet of said Section, a distance of 492.43 feet to its intersection with a straight line, hereinafter referred to as "Line A", which extends East from a point on the West Line of said Section 27 which is 644.66 feet South from the North West corner of the South 1/2 of said Section to a point on the East Line of said Section which is 619.17 feet South from the North East corner of said South 1/2; thence East along said Line A a distance of 1966 feet to its intersection with the East Line of the West 2016 feet (measured perpendicularly) of said Section; thence South along said East Line of the West 2016 feet a distance of 698.95 feet to its intersection with the South Line of said North 1/2 of the South 1/2 of said Section; thence West along said South Line of the North 1/2 of the South 1/2 a distance of 688.70 feet to the South East corner of the North West 1/4 of the South West 1/4 of said Section; thence North along the East Line of said North West 1/4 of the South West 1/4 a distance of 33 feet; thence West parallel with said South Line of the North 1/2 of the South 1/2, being the North Line of W. 77th Street, a distance of 512.32 feet to a corner of said land dedicated by Document Number 13112543 which corner is 765 feet East from said East Line of South Cicero Avenue; thence North, perpendicular to said North Line of W. 77th Street, along a line of said land, so dedicated, a distance of 77 feet; and thence Westwardly along a line of said land, so dedicated, a distance of 770.82 feet to the Point of beginning;

And also, a part of the North 3/4 of Section 27, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, which part is more particularly described as follows:

Beginning at the point of intersection of a straight line, hereinafter referred to as "Line A", which extends East from a point on the West Line of said Section 27 which is 644.66 feet South from the North West corner of the South 1/2 of said Section to a point on the East Line of said Section 27 which is 619.17 feet South from the North East corner of said South 1/2, with the East line of the West 50 feet of said Section 27 and running thence North along said East Line of the West 50 feet, being the East Line of South Cicero Avenue, a distance of 1287.00 feet; thence East along a line 1287.00 feet North of and parallel to said Line A a distance of 2467.00 feet to

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the East Line of the West 2517.00 feet (measured perpendicularly) of said Section 27; thence South along said East Line of the West 2517.00 feet a distance of 1287.00 feet to its intersection with said Line A; thence West along said Line A a distance of 2467.00 feet to the point of beginning.

Common Address: 7601 South Cicero
Chicago, Illinois

Permanent Index Numbers: 19-27-304-012
19-27-100-028
19-27-401-024
19-27-401-026

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DEPT-01 RECORDING $17.00
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COOK COUNTY RECORDER

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