85340211

SECOND MORTGAGE
AS TO PARCELS 1 AND 2
AND
FIRST MORTGAGE
AS TO PARCELS 3, 4, 5 AND 6

86 058527

2900

DOCUMENT PREPARED BY:

Kathleen A. Finefrock
Schwartz & Freeman
Suite 3400
401 North Michigan Avenue
Chicago, Illinois 60611
(312) 222-0800

AFTER RECORDING RETURN TO:

TICOR TITLE INSURANCE COMPANY
69 West Washington Street
Chicago, Illinois 60602

Attention: Paul N. Yannias
N24-11762-14

DEED OF TRUST

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust"), made of as this 26th day of December, 1985, by and among VIENNA BEEF LTD., an Illinois corporation and VIENNA SAUSAGE MANUFACTURING CO., an Illinois corporation, each with its principal place of business at 2501 North Damen Avenue, Chicago, Illinois 60647 (collectively the "Borrowers") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association ("Trustee");

WITNESSETH THAT:

Borrowers are indebted to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, with its principal office in Chicago, Illinois ("Lender") in the principal sum of Ten Million and No/100 Dollars ($10,000,000), which indebtedness is evidenced by Borrowers' Secured Revolving Promissory Note ("Revolving Note") of even date herewith, in the principal amount of Five Million and No/100 Dollars ($5,000,000) payable to Lender and which matures on September 30, 1987, and by Borrowers' Secured Term Promissory Note of even date herewith in the principal amount of Five Million and No/100 Dollars ($5,000,000) payable to Lender and which matures on October 31, 1990 (collectively referred as to the "Notes") which Notes bear interest at varying rates, and which also contain provisions for acceleration in event of default and the terms of which are hereby incorporated by reference and made a part hereof;

The lien of this Deed of Trust secures, as of the date hereof, without further act, any and all future advances of Lender to Borrowers. The Borrowers and Trustee contemplate that the outstanding principal balance of the Revolving Note may be reduced and increased from time to time by repayments of principal and future advances. Principal amounts repaid by Borrowers shall be available to Borrowers to borrow again. This Deed of Trust shall secure the payment of all advances under the Revolving Note at the time of

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Tax Numbers	14-30-401-019	17-21-100-016	17-21-100-028
	14-30-401-017	17-21-100-019	17-21-100-013
	14-30-401-016	17-21-100-021	17-21-100-014
		17-21-100-022	17-21-100-15
		17-21-100-012	

Street Address: 2501 North Damen Avenue, Chicago, Illinois 60647

This document is being re-recorded to correct the legal description of Parcel One.

Box 15

such advance. The amount secured by this Deed of Trust shall not exceed Twelve Million Dollars ($12,000,000).

As a condition to the incurring of said indebtedness, Borrowers agreed to execute and deliver this Deed of Trust to secure to Lender the repayment of the indebtedness evidenced by the Notes, together with interest as provided therein and herein, the payment of all other sums, with interest thereon advanced in accordance herewith and the performance of the covenants, conditions and agreement contained herein;

NOW, THEREFORE, Borrowers do hereby Irrevocably Grant, Transfer, Mortgage, Warrant, Convey and Assign unto Trustee, its successors and assigns, in trust the real property (the "Land") in the City of Chicago, County of Cook, State of Illinois (which property is legally described in Exhibit "A" attached hereto and by this reference made a part hereof);

TOGETHER with all improvements, tenements, reversions, remainders, easements, fixtures and appurtenances now or hereafter thereto belonging, (the "Premises") and all rents, issues and profits thereof (the "Rents") (which are pledged primarily and on a parity with said real estate and not secondarily); and all fixtures, apparatus, equipment and articles now or hereafter therein or thereon which relate to the use, occupancy, and enjoyment of the Premises, (the "Equipment").

And all present and future leases, agreements, tenancies, licenses, franchises, concessions, books and records, (hereinafter referred to as the "Leases") of or from the Premises or the Equipment or both, and all deposits of money as advance rent under any or all of the Leases and all guaranties of Lessees' performances thereunder; provided, however, that Borrowers may retain possession and use of the foregoing so long as an Event of Default does not exist under the Credit Agreement referred to hereinafter;

And all present and future judgments, awards of damages and settlements made as a result or in lieu of any taking of the Premises, the Equipment or the Leases, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) thereto, subject to the rights of the First Mortgage;

And all present and future insurance policies in force or effect insuring the Premises, the Rents, the Leases or the Equipment and any proceeds thereof;

And all proceeds of each and every of the foregoing.

TO HAVE AND TO HOLD the above described property, including, without limitation, the Premises, the Leases, the Equipment and the Rents ("Mortgaged Property") unto Trustee, its successors and assigns forever;

PROVIDED ALWAYS, that upon full payment of the Notes secured hereby plus all accrued "Interest", or extensions or renewals thereof, in whole or in part, and payment in full of Borrowers' Liabilities (as hereinafter defined) and secured hereby, and Borrowers faithfully and promptly having complied with and performed Borrowers' Obligations (as hereinafter defined) to Lender, then Trustee shall cancel this Deed of Trust of record and execute any reconveyance instrument as requested by Borrowers.

AND THIS INDENTURE FURTHER WITNESSETH:

1. DEFINITIONS

1.1 "Borrowers' Liabilities" shall mean the Liabilities, as defined in the Credit Agreement.

1.2 "Borrowers' Obligations" shall mean the prompt, full and faithful performance, discharge, compliance and observance by Borrowers of each and every term, condition, warranty, representation, agreement, undertaking, covenant and provision to be performed, discharged, observed or complied with by Borrowers contained in this Deed of Trust, the Notes, the Credit Agreement and in the Other Agreements.

1.3 "Credit Agreement" shall mean the Credit and Security Agreement of even date among Borrowers and Lender.

1.4 "First Mortgagee" shall mean First Interstate Bank of California.

1.5 "Interest" shall mean the aggregate interest as provided for in the Notes, including, without limitation, monthly and quarterly interest on the principal balance at varying rates.

1.6 "Other Agreements" shall mean all other agreements, security agreements, instruments, deeds of trust, mortgages and documents now or hereafter executed and delivered by or for Borrowers to Lender.

2. CONVEYANCE

2.1 Conveyance. To secure the payment by Borrowers of Borrowers' Liabilities and the performance by Borrowers of Borrowers' Obligations, Borrowers hereby grant, bargain, assign, mortgage, warrant, transfer, sell and convey, to Trustee, its successors and assigns, forever, the Mortgaged Property for the purposes and uses set forth in this Deed of Trust.

2.2 Certification by Borrowers of Debt. Borrowers, within ten (10) days after request by Lender therefor, will certify, in writing, to Lender, or to any proposed assignee of this Deed of Trust, the amount of principal and Interest then owing and unpaid under the Notes and whether Borrowers have or assert any offsets or defenses thereto.

3. COVENANTS, WARRANTIES AND REPRESENTATIONS

3.1 Warranties. Borrowers warrant and represent to Lender and Trustee in accordance with their respective interests as follows:

(i) Authority. Borrowers each now has and hereafter shall maintain the standing, right, power and lawful authority to hold its respective interests in the Mortgaged Property, to enter into, execute and deliver this Deed of Trust to Lender or Trustee, to encumber the Mortgaged Property to Trustee as provided herein and to perform all of Borrowers' Obligations and to consummate all of the transactions described in or contemplated by this Deed of Trust.

(ii) No Violation of Other Instruments. The execution, delivery and performance by Borrowers of and under this Deed of Trust does not and will not constitute a violation of any existing law and does not and will not conflict with or result in a default

or breach of or under or an acceleration of any obligation arising, existing or created by or under any lease, agreement, instrument, document, mortgage, deed, trust deed, trust agreement, note, judgment, order, award, decree or other restriction to which Borrowers are a party or by which Borrowers or any of the Mortgaged Property are bound.

(iii) Zoning. The location, existence, use and condition of the Premises and the Equipment are and shall remain in compliance with all material, applicable laws, rules, ordinances and regulations, including, but not limited to, building and zoning laws, and all covenants and restrictions of record.

(iv) Title and Possession. Borrowers covenant with and warrant and represent to Lender and Trustee that Borrowers are lawfully seized, possessed and the owner of and have good and indefeasible, marketable fee simple title to the Mortgaged Property, free and clear of all liabilities, claims, debts, exceptions, security interests, assessments, charges, impositions, levys, taxes, liens and all other types of encumbrances (hereinafter referred to as the "Encumbrances") except (i) the Encumbrance of this Deed of Trust, (ii) the Encumbrance of First Interstate Bank of California, (iii) current taxes not yet due and payable, (iv) the permitted encumbrances shown on Exhibit "B" attached hereto, and (v) rights of tenants in possession pursuant to leases disclosed to Lender pursuant to the Credit Agreement. Borrowers are and shall remain in peaceful possession of and will warrant and defend the Mortgaged Property from and against any and all claims thereon or thereto of any and all parties.

3.2 Covenants. Borrowers covenant and agree as follows:

(i) Use and Character of Mortgaged Property. Borrowers will not change the use or character of the Mortgaged Property nor abandon the Mortgaged Property and at all times hereafter shall keep the Mortgaged Property in good condition and repair and will not commit or suffer waste and will make all necessary repairs, replacements and renewals to the Mortgaged Property. Borrowers shall pay for and complete, within a reasonable time, any building or improvement at any time in the process of erection upon the Premises, and, promptly shall repair, restore or rebuild any building or improvement now or hereafter on the Premises which may become damaged or destroyed. Borrowers shall substantially comply with all requirements of law and all municipal ordinances governing the Mortgaged Property and the use thereof. Borrowers shall permit Lender, and its agents, upon reasonable request and notice, access to inspect the Mortgaged Property at all reasonable times.

(ii) Payment of Taxes and Other Charges. Borrowers shall promptly pay and discharge, as and when due and payable, before any penalty attaches, all charges, impositions, levies, assessments and taxes (whether general, special or otherwise), water charges, sewer service charges of any kind or nature levied, assessed or imposed upon or against the Mortgaged Property, or any part thereof.

(iii) Payment of First Mortgagee. Borrowers shall promptly pay as and when due and payable all installments of principal and interest owing to the First Mortgagee.

(iv) Mortgaged Property Free of Liens. Borrowers shall keep the Mortgaged Property free and clear of all Encumbrances (including, but not limited to, mechanics' liens and other similar liens or claims for liens) of any and every kind and nature, other than (a) liens securing payment of taxes either not yet due and

payable or the validity, amount or imposition of which is being contested as permitted herein; (b) liens in favor of Lender; (c) liens in favor of First Mortgagee; (d) liens which arise by operation of law; (e) zoning restrictions, easements, licenses, covenants and other restrictions of record set forth on Exhibit B; (f) purchase money security interests in Equipment of or granted to sellers or lenders other than Lender; (g) Permitted Liens, as defined in the Credit Agreement; and (h) other Encumbrances which do not, in Lender's reasonable determination, (1) materially impair the use of the Mortgaged Property, or (2) materially lessen the value of such Mortgaged Property. If, in accordance with the terms of this Deed of Trust, Lender makes payment of any such Encumbrance, Lender shall be subrogated to the rights of such claimant, notwithstanding that the Encumbrance may be released of record.

(v) Contest. Notwithstanding the foregoing, Borrowers, provided they do so in good faith and in a diligent and continuous manner, (a) may contest the validity or amount of any claim of any contractor, consultant, architect, or other person providing labor, materials, or services with respect to the Mortgaged Property, (b) may contest the validity, amount or imposition of any tax or special assessments levied by any governmental requirements, and such contest on the part of Borrowers shall not be an Event of Default hereunder; provided, however, that during the pendency of any such contest, Borrowers shall establish adequate reserves to cover such contested claims, taxes or assessments and such contest does not have a material adverse effect on the financial condition of either Borrower, the ability of the Borrowers to pay any of Borrowers' Liabilities or the priority or value of the Lender's lien on the Mortgaged Property.

(vi) Prohibition on Sale. Borrowers shall not effect, whether voluntary or involuntary, or permit any sale, conveyance, assignment, assignment of beneficial interest, further encumbrance or other transfer of title to or any interest in ("Sale") the Mortgaged Property, or any principal part thereof, without the prior written consent of Lender.

3.3 Lender's Right to Perform Borrowers' Obligations. If Borrowers default in the performance of Borrowers' Obligations, Lender, at its sole election, may perform or cause to be performed Borrowers' Obligations. Any amounts paid by Lender in taking such action shall be due and payable by Borrowers to Lender upon demand, and, until paid, shall constitute a part of Borrowers' Liabilities secured by this Deed of Trust and bear interest as set forth in the Notes. Notwithstanding the foregoing, such advances by Lender shall not be deemed to relieve Borrowers from an Event of Default hereunder or impair any right or remedy consequent thereon. Lender shall not in any case be liable to Borrowers for failure or refusal to exercise any such right. In making any payments pursuant to the exercise of any such right, Lender may rely upon any bills delivered to it by Borrowers or any such payee and shall not be liable for any failure to make payments in any amounts other than as set forth in any such bills.

4. INSURANCE AND CONDEMNATION

4.1 Insurance.

(i) Borrowers, at all times, shall keep and maintain the Mortgaged Property fully insured (without co-insurance): (a) against loss or damage by, or resulting from, fire, theft, explosion, spoilage and all other hazards and risks as currently

maintained by Borrowers with amounts, coverage and deductibles adjusted to reflect changes in the extent or value of the Mortgaged Property, but in amounts at least equal to the lesser of (1) the outstanding principal balance of the Borrowers' Liabilities or (2) the full insurable value of all such property; (b) sprinkler insurance and boiler insurance, if applicable; and (c) such other insurance as may be reasonably required by Lender from time to time and as provided in the Credit Agreement. All such policies and renewals thereof (hereinafter referred to as the "policies") shall be in form and substance reasonably satisfactory to Lender. All such policies shall contain standard mortgagee, loss payable clauses naming Lender as the "Second Mortgagee". Certificates therefor shall be delivered to Lender, with premiums therefor paid in full by Borrowers. All policies shall provide the insurer shall give Lender notice if premiums are not paid when due and shall permit Lender to pay such premiums and that the policies are non-cancellable by the insurer as to Lender without first giving at least thirty (30) days prior written notice to Lender of any intended cancellation. Borrowers will promptly give written notice to Lender of any material loss or damage to the Mortgaged Property caused by any casualty. Upon request, Borrowers will deliver and deposit with Lender receipts for the payment of the premiums on all policies. In the event of foreclosure of this Deed of Trust or assignment hereof by Lender or transfer of title to the Mortgaged Property in extinguishment of Borrowers' Liabilities, all right, title and interest of Borrowers in and to any policies then in force shall pass to the purchaser, grantee or assignee.

(ii) Proceeds of any of the policies shall be paid by the insurer to Lender, subject to the rights of the First Mortgagee. Lender, subject to the rights of the First Mortgagee and to the extent allowed by applicable law, may apply such proceeds, wholly or partially, after deducting all costs of collection, including reasonable attorneys' fees, either (1) as a prepayment on account of Borrowers' Liabilities (without affecting the amount or time of subsequent installment payment required to be made by Borrowers to Lender under the Notes), whether or not then due or payable or (2) toward the alternation, reconstruction, repair or restoration of the Mortgaged Property or any portion thereof. Lender agrees that it shall apply the proceeds to such alteration, reconstruction, repair or restoration of the Mortgaged Property or any portion thereof, provided (a) such proceeds, together with other funds available to Borrowers, are sufficient to complete any proposed alteration, reconstruction, repair or restoration of the Mortgaged Property and (b) Borrowers have sufficient business interrupation insurance to maintain the Borrowers during the period of alteration, reconstruction, repair or restoration.

4.2 Condemnation.

(i) All awards now or hereafter made by any public or quasi-public authority to or for the benefit of Borrowers in any way, manner of respect affecting, arising from or relating to the Mortgaged Property, or any portion thereof, by virtue of an exercise of the right of eminent domain by such authority, to the extent not previously assigned to the First Mortgagee, hereby are assigned to the Lender as additional security for the payment of Borrowers' Liabilities;

(ii) If the First Mortgagee is not authorized or declines to act, Lender shall and hereby is authorized, directed and empowered to collect and receive the proceeds of any such awards from the authorities making the same and to give proper receipts therefor (in Borrowers' name, in Lender's name or in both names), and may to the extent permitted by applicable law, apply

the same, or any part thereof, to Borrowers' Liabilities or to the alteration, reconstruction, repair or restoration of the Mortgaged Property, or any portion thereof, as provided in Paragraph 4.1(ii), subject to the condition that such proceeds under certain circumstances shall be made available to Borrowers.

(iii) Borrowers, immediately upon request by Lender, shall make, execute and deliver or cause to be made, executed and delivered to or for the benefit of Lender any and all assignments and other instruments sufficient to assign, and cause the payment directly to Lender of, all such awards, free and clear of all Encumbrances, except those Encumbrances described in Paragraph 3.1(iv). Any reduction in Borrowers' Liabilities resulting from the application by Lender of such award or payment as herein set forth shall be deemed to take effect only on the date of receipt of the award or payment.

5. EVENT OF DEFAULT

5.1 Event of Default. The existence of any one or more of the following events shall constitute an "Event of Default" under this Deed of Trust:

(i) A Sale by either Borrower as defined in Paragraph 3.2(vi), without the prior written consent of Lender;

(ii) The existence of an Event of Default as defined in the Notes, Credit Agreement or Other Agreements; or

(iii) The existence of a default or event of default under any mortgage or trust deed evidencing the lien of the First Mortgage.

5.2 Remedies. During the "Existence of an Event of Default," as defined in the Credit Agreement, Lender or Trustee or both, as permitted under applicable law, without demand, may do or cause any one or more of the following to occur:

(i) Declare all of Borrowers' Liabilities immediately due and payable and collect the same at once by foreclosure or otherwise, without notice of broken covenant or condition (and during the Existence of an Event of Default, Borrowers' Liabilities shall bear interest at the Default Rate until paid in full).

(ii) To the extent permitted by applicable law, either with or without process of law, forcibly or otherwise enter upon and take immediate possession of the Mortgaged Property, expel and remove any persons, goods or chattels occupying or upon the same, receive all Rents, and issue receipts therefor, manage, control and operate the Mortgaged Property as fully as Borrowers might do if in possession thereof, including without limitation, the making of all repairs and replacements deemed necessary by Lender or Trustee and the leasing of the same, or any part thereof, from time to time, and, after deducting all reasonable attorneys' fees and all costs and expenses incurred in the protection, care, maintenance, management and operation of the Mortgaged Property, apply the remaining net income, if any, to Borrowers' Liabilities or upon any deficiency decree entered in any foreclosure proceeding. At the option of Lender, such entry and taking of possession shall be accomplished either by actual entry and possession or by written notice served personally upon or sent by registered mail to the Borrowers at the address of Borrowers last appearing on the records of Lender. Borrowers agree to surrender possession of the Mortgaged Property to Lender or Trustee during the Existence of an Event of Default.

If Borrowers shall remain in physical possession of the Mortgaged Property, or any part thereof, after any such default, such possession shall be as a tenant of Lender or Trustee, and Borrowers agree to pay to Lender or Trustee, or to any receiver appointed as provided below, after such default, a reasonable monthly rental for the Mortgaged Property, or the part thereof so occupied by the Borrowers, to be paid in advance on the first day of each calendar month, and, in default of so doing, Borrowers may be dispossessed by the usual summary proceedings. This covenant shall be effective irrespective of whether any foreclosure proceeding shall have been instituted and irrespective of any application for, or appointment of, a receiver.

(iii) File a suit for the foreclosure of this Deed of Trust and to collect Borrowers' Liabilities. In the event of the commencement of any such suit by Lender or Trustee, Lender or Trustee shall have the right, either before or after sale, without notice and without requiring bond (notice and bond being hereby waived), to make application for and obtain the appointment of a receiver for the Mortgaged Property. Such receiver shall have the power to collect the Rents during the pendency of such suit and, in case of a sale and a deficiency, during the full statutory period of redemption, as well as during any further times when Borrowers, except for the intervention of such receiver, would be entitled to collect the Rents, and shall have all other powers which may be necessary or usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property. The court before which such suit is pending may from time to time authorize the receiver to apply the net income in his hands in payment, in whole or in part, of Borrowers' Liabilities. In case of a sale pursuant to foreclosure, the Premises may be sold as one or more parcels.

(iv) Exercise any other remedies or rights permitted or provided under or by the laws or decisions of the State of Illinois (including all remedies and rights of a secured party under the Uniform Commercial Code of the State of Illinois), accruing to a trustee and/or secured party or otherwise available in equity or under the Other Agreements.

5.3 Expenses. During the Existence of an Event of Default under this Deed of Trust, there will be added to and included as part of Borrowers' Liabilities to the extent permitted by applicable law the following: the costs, charges, expenses and attorneys' fees specified in Paragraph 5.4 below; any and all expenditures which may be paid or incurred by or on behalf of Lender for appraisers' fees, documentary and expert evidence, stenographers' charges, publication costs, fees and expenses for examinaton of title, title searches, guaranty policies, and similar data and assurances with respect to the title to the Mortgaged Property; Interest at the Default Rate, as provided in the Notes; and all other fees, costs and expenses which Lender deems necessary to prosecute any remedy it has under this Deed of Trust. All such costs, charges, expenses, fees and other expenditures shall be a part of Borrowers' Liabilities, secured by this Deed of Trust, payable on demand and, except for the aforesaid Interest at the Default Rate, shall bear interest at the Default Rate from the date of Lender's payment thereof until repaid to Lender.

5.4 Costs and Attorneys' Fees. If foreclosure proceedings are instituted upon this Deed of Trust, or if Lender or Trustee shall be a party to, shall intervene, or file any petition, answer, motion or other pleading in any suit or proceeding (bankruptcy or otherwise) relating to this Deed of Trust, the Notes, the Credit Agreement, the Other Agreements, or Borrowers' Liabilities, or if

Lender or Trustee shall incur or pay any expenses, costs, charges or reasonable attorneys' fees by reason of the employment of counsel for advice with respect to this Deed of Trust, the Notes, the Credit Agreement, the Other Agreements or Borrowers' Liabilities, and whether in court proceedings or otherwise, such expenses and all of Lender's reasonable attorneys' fees shall be part of Borrowers' Liabilities.

5.5 Application of Proceeds. The proceeds of any foreclosure sale of the Mortgaged Property shall be applied and distributed, first, on account of the fees, charges, costs and expenses described in Paragraph 5.4 above, secondly, to the balance of Borrowers' Liabilities, and thirdly, the surplus, if any, to Borrowers.

5.6 Amendments. No terms or conditions contained in this Deed of Trust or the Notes may be waived, altered or amended, except as evidenced in writing signed by Borrowers and Lender.

5.7 Release. Trustee shall release this Deed of Trust by proper instrument upon payment and discharge of all of Borrowers' Liabilities to Lender, and payment of all costs, expenses and fees, including attorneys' fees, incurred by Lender for the preparation, execution and/or recording of such release in an amount not to exceed that prescribed by applicable law.

5.8 Waiver. Any failure of Lender to insist upon the strict performance by Borrowers of any of the terms and provisions of this Deed of Trust shall not be deemed to be a waiver of any of the terms and provisions thereof, and Lender, notwithstanding any such failure, shall have the right at any time or times thereafter to insist upon the strict performance by Borrowers of any and all of the terms and provisions hereof to be performed by Borrowers. Lender, without notice, may release, regardless of consideration, any part of the security held for Borrowers' Liabilities, without, as to the remainder of the security therefor, in any way impairing or affecting the lien of this Deed of Trust or the priority of such lien over any subordinate lien. Lender may resort for the payment of Borrowers' Liabilities to any other security therefor held by the Lender in such order and manner as Lender may elect.

6. MISCELLANEOUS

6.1 Notice. Every provision for notice, demand or request required in this Deed of Trust, or by applicable law shall be deemed fulfilled three (3) days after deposit in the United States mail, registered or certified mail, return receipt requested, with proper postage prepaid, addressed to the party to be notified as follows:

To Borrowers: Vienna Beef Ltd.
2501 North Damen Avenue
Chicago, Illinois 60647
Attn: James Eisenberg

To Lender: American National Bank and
Trust Company of Chicago
33 North LaSalle Street
Chicago, Illinois 60690
Attention: David P. Bolger

or to such other address as each party designates to the other in the manner herein prescribed.

6.2 Continuation of Covenants; Time is of Essence. All the covenants contained in this Deed of Trust will run with the land. Time is of the essence of this Deed of Trust and all provisions herein relating thereto shall be strictly construed.

6.3 Successors and Assigns. This Deed of Trust, and all the provisions hereof, will be binding upon and inure to the benefit of the successors and assigns, of the Borrowers and Lender.

6.4 Removal of Trustee. If the Lender shall for any reason desire to remove the Trustee or any of its successors as Trustee hereunder, and to appoint a new Trustee in its place and stead, the Lender shall have and is hereby granted full power and authority to remove the Trustee and to appoint its successor by instrument in writing, duly acknowledged and recorded, and such new Trustee shall thereupon become Trustee hereunder, with the same power and authority as though it were named as Trustee herein.

6.5 Applicable Law. This Deed of Trust shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the State of Illinois except to the extent same are modified or pre-empted by any federal law, statute or regulation applicable to Lender.

6.6 If a conflict exists between the terms of this Deed of Trust and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

IN WITNESS WHEREOF, the Borrowers has executed this Deed of Trust as of the day and year first above set forth.

VIENNA BEEF LTD.

By: James Fiscelly

Its: _____ President

ATTEST:

James O. Fodman

Its: _____ Secretary

VIENNA SAUSAGE MANUFACTURING CO.

By: James Fiscelly

Its: _____ President

ATTEST:

James O. Fodman

Its: _____ Secretary

1986 FEB 10 PM 1:45 86058527

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STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, Toni Adduci, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that James Eisenberg and James W. Bedman, known personally to be the _____ president and _____ secretary, respectively, of Vienna Beef Ltd., an Illinois corporation, whose names are subscribed to the within instrument, appeared before me this day in person and acknowledged that as such officers, they signed and delivered the said instrument of writing and executed same as their free and voluntary acts 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 Notarial Seal this 26th day of December, 1985.

Toni Adduci
Notary Public

SEAL

My Commission Expires:

April 17, 1988

STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, Toni Adduci, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that James Eisenberg and James W. Bedman, known personally to be the _____ president and _____ secretary, respectively, of Vienna Sausage Manufacturing Co., an Illinois corporation, whose names are subscribed to the within instrument, appeared before me this day in person and acknowledged that as such officers, they signed and delivered the said instrument of writing and executed same as their free and voluntary acts 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 Notarial Seal this 26th day of December 1985.

Toni Adduci
Notary Public

SEAL

My Commission Expires:

April 17, 1988

EXHIBIT "A"

Legal Description

PARCEL 1:

That part of the South West 1/4 of the South East 1/4 of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, lying West and South of the North Branch of the Chicago River, North of Fullerton Avenue, North East of Elston Avenue and East of the East line of Robey Street, now known as Damen Avenue, as now located, except the following:

Lots 15 to 32 both inclusive, in Block 8 of Fullerton's Addition to Chicago in said South West 1/4 of the South East 1/4 and also excepting the street and alley adjoining said Lots on the East and North; also excepting that part thereof lying East of the following described line:

Commencing at the North East corner of Fullerton and Wolcott Avenues, being also the South West corner of vacated Block 10, in said Fullerton's Addition; thence North 0 Degrees 24 Minutes West in the East line of said Wolcott Avenue, a distance of 141 feet to a point in the North line of the East and West 16 feet alley in said Block 8 extended to the East line of said Wolcott Avenue; thence West, in the North line of said alley extended East, a distance of 37.80 feet; thence North 17 Degrees 30 Minutes East, a distance of 277.17 feet; thence North 3 Degrees 07 Minutes East, a distance of 117.64 feet to the South East corner of a brick building; thence North 4 Degrees 51 minutes West along the Easterly face of said brick building and the same extended Northerly, a distance of 47.83 feet; thence North 3 Degrees 03 Minutes 36 Seconds West, to the Thread of the North Branch of the Chicago River, in Cook County, Illinois.

ALSO

PARCEL 2:

Lot 15, in Block 8 in Fullerton's Addition to Chicago, said Fullerton Addition being a Subdivision of part of the South East 1/4 of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, lying West of the North Branch of Chicago River and that part of the North 1/2 of the North East 1/4 of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, lying West of Chicago River and West of Chicago and Northwestern Railroad, in Cook County, Illinois.

ALSO

PARCEL 3:

Lot 16 in Block 8 in Fullerton's Addition to Chicago, being a Subdivision of the South East 1/4 of Section 30, and of the North East 1/4 of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

PARCEL 4:

Lots 9, 12, 14 and 15 in Bancroft and Walkers Subdivision of Lots 1 and 2 in Block 68 in Canal Trustees' New Subdivision of Blocks in the North West 1/4 of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

PARCEL 5:

The East 40 feet of Lot 6, all of Lot 7 and 8 in Clark's Subdivision of Lot 4 in Block 68 in Canal Trustees' New Subdivision of Blocks in the North West 1/4 of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

PARCEL 6:

Lots 5, 6, 7, 8 and 9 in Assessor's Division of Lot 3 of Block 68 of Canal Trustees' New Subdivision of Blocks in North West 1/4 of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois.

The title to the subject property has been registered under "An Act Concerning Land Titles", commonly known as the Torrens Act.

Affects: Part of Parcel 6

EXHIBIT "B"

Permitted Encumbrances

1. Taxes and installments of special assessments not yet due and payable.

2. An easement for the purposes stated herein.
   In favor of: The Metropolitan Sanitary District of Greater Chicago
   For: Permanent Access
   Recorded: March 7, 1977
   Document: Orders entered in Circuit Court Case 77 L 2439
   Affects: A 20 foot strip, in the Westerly part of parcel 1 (Parcel B of 77 L 2439)

3. An easement for the purposes stated herein.
   In favor of: The Metropolitan Sanitary District of Greater Chicago
   For: Flood Control
   Recorded: March 7, 1977
   Document: Orders entered in Circuit Court Case 77 L 2439
   Affects: Northwest corner of parcel 1 (Parcel a of 77 L 2439)

4. An easement for the purposes stated herein.
   In favor of: The Metropolitan Sanitary District of Greater Chicago
   For: Flood Control
   Recorded: March 7, 1977
   Document: Orders entered in Circuit Court Case 77 L 2439
   Affects: Northwest corner of parcel 1 (Parcel AA of 77 L 2439)

5. Party Wall Agreement.
   Recorded: July 1, 1985
   Document: 15949030
   Affects: Parcel 5 (Lot 7, the East 40 Feet of Lot 6)

6. Party wall rights, if any.

7. Rights of the United States of America, the State of Illinois the municipality and the public, in and to that part of the land falling in the bed of the Chicago River; also rights of the adjoining property owners in and to the free and unobstructed flow of the water thereof.

8. Spur and switch tracks and railroad rights of way.

9. Rights of the State of Illinois, the municipality and the public in and to that part of the land which may fall in streets and highways.

10. A Trust Deed to secure a note which, according to said Trust Deed, is payable to as stated therein.
    Mortgagor: Vienna Sausage Manufacturing Co.
    Trustee: The First National Bank of Chicago
    Dated: April 12, 1982
    Recorded: April 23, 1982
    Amount: $2,262,182.01
    Document: 26,210,341
    Affects: Parcels 1 and 2

11. Rights of way for drainage ditches, titles, feeders and laterals, if any.

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DEPT-01 RECORDING $30.00
T#1111 TRAN 5793 12/22/85 11:18:00
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