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THE COSMOPOLITAN BANK

NOW THEREFORE, first party, to secure the payment of the principal sum and said interest in accordance with the terms, provisions and limitations of this Trust Deed, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, does hereby grant, remise, release, alien and convey unto the Trustee, its successor and assigns the real estate legally described in Exhibit "A" attached hereto and incorporated by this reference herein (the "Property"), together with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as first party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with the Property and not secondarily), and all apparatus, equipment or articles now or

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The unpaid principal balance, when due by acceleration or otherwise, shall bear interest at the rate specified in the Note as the Post-Maturity Interest Rate (the "Post-Maturity Interest Rate"). Said payments are to be made at such bank or trust company in Chicago, Illinois, as the holder of the Note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of THE COSMOPOLITAN NATIONAL BANK OF CHICAGO in said city.

All such payments on account of the indebtedness evidenced by the Note shall be first applied to interest on the unpaid principal balance and the remainder to principal. All interest shall be computed on the basis of a three hundred sixty (360)-day year and actual days elapsed.

James Bosnos, Spiros Bosnos, George Bosnos and Rizos Produce, Inc., an Illinois corporation (collectively, "Makers"), have concurrently herewith executed a note (the "Note") of even date in the principal sum (the "Principal Sum") of seven hundred fifty thousand and no/100 dollars (\$750,000.00), by which Makers promise to pay, jointly and severally, the Principal Sum and interest as specified in the Note.

RECITALS

THIS INDENTURE, made June 22, 1989, between THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, a national banking association, not personally but as trustee under the provisions of a deed or deeds in trust duly recorded and/or filed and delivered to it pursuant to a trust agreement dated June 22, 1989, and known as trust no. 29167 ("First Party"), and THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, a national banking association ("Trustee").

TRUST DEED

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hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-a-door beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of the property whether physically attached thereto or not, and all similar apparatus, equipment or articles hereafter placed in the property by first party or its successors or assigns shall be considered as constituting part of the property.

TO HAVE AND TO HOLD the property unto said trustee, its successors and assigns forever, for the purposes, and upon the uses and trust herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the Note and all other obligations secured by this Trust Deed shall be fully paid, first party, its successors or assigns shall:

(a) Promptly repair, restore or rebuild any buildings or improvements now or hereafter on the property which become damaged or destroyed.

(b) Keep the property in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof.

(c) Pay when due any indebtedness which may be secured by a lien or charge on the property superior to the lien hereof, and on request exhibit satisfactory evidence of the discharge of such prior lien to the trustee or to the holder of the Note.

(d) Complete within a reasonable time, any building or buildings now or at any time in the process of erection upon the property.

(e) Comply with all requirements of law or municipal ordinances with respect to the property and the use thereof.

(f) Refrain from making material alterations in the property except as required by law or municipal ordinance, and then, only after prior written notice to the holder of the Note, or except in accordance with plans and specifications heretofore or hereafter submitted to and approved by such holder.

(g) Not sell, transfer, convey, encumber, mortgage or otherwise dispose of the property or any portion thereof or any interest therein, without the prior written consent of the holder of the Note.

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2. The Trustee or the holder of the Note may, but need not, make any payment or perform any act specified in the preceding Section in any form and manner deemed expedient, and may, but need not, make full or partial payments of the principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the property or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by the Trustee or such holder to protect the property and the lien hereof, plus reasonable compensation to

(j) Pay before any penalty attaches all real estate taxes, special taxes, special assessments, water charges, sewer service charges and other charges against the property, when due, and furnish to the Trustee or the holder of the Note, within sixty (60) days of the due date, duplicate receipts therefor; provided, first party, its successors or assigns may pay in full under protest, in the manner provided by statute, any tax or assessment that it, he, she or they desire to contest.

(i) Deposit with the holder of the Note on the first (1st) day of each month commencing the first (1st) day of August, 1989, an amount equal to one-twelfth (1/12th) of the annual real estate taxes plus one-twelfth (1/12th) of the annual insurance premiums for the property for the insurance policies specified in the preceding paragraph, all as reasonably estimated initially and from time to time by such holder on the basis of assessments and bills and reasonable estimates thereof, to be held without interest and to be applied to the payment of such taxes and insurance premiums.

(h) Keep in full force and effect a policy or policies of insurance providing the following coverages: (1) fire and extended coverage insurance, with all risk, vandalism and malicious mischief endorsements, in an amount equal to the replacement cost of the improvements on the property; (2) rents insurance providing coverage for a period of one (1) year in which the improvements on the property may be damaged or destroyed; and (3) such other insurance coverages as the holder of the Note may reasonably require from time to time. All policies shall be written with coverages and companies satisfactory to such holder, with premiums fully paid and the originals or acceptable certified copies thereof shall be delivered to such holder. First Party shall deliver to such holder a renewal policy or acceptable certified copy thereof at least thirty (30) days prior to the expiration of any insurance policy required hereunder. All policies, except liability insurance policies, shall contain standard non-contributory first mortgage clauses in favor of such holder and shall require thirty (30) days' notice to such holder prior to cancellation.

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the Trustee for each matter concerning which action herein authorized may be taken, shall be an additional obligation secured hereby and shall become immediately due and payable without notice and with interest thereon at the Post-Maturity Interest Rate, or if the Note has been repaid, at the highest rate of interest after maturity specified in any note then secured by this Trust Deed. The inaction of the Trustee or such holder shall never be considered a waiver of any right accruing to them on account of any of the provisions of this Section.

3. If the Trustee or the holder of the Note shall make any payment hereby authorized relating to taxes, assessments or charges, then such payment may be made according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

4. Holders have the right to prepay all or any portion of the balance due on the Note at any time, without penalty. All such prepayments shall be first applied to interest on the unpaid principal balance and the remainder to principal; and if the Note provides for installment payments that include principal, said remainder shall be applied to the principal portion of the payments due thereunder in their inverse order of maturity.

5. If title to or the temporary use of the property, or any part thereof, shall be taken by any governmental body (or by any person acting under governmental authority), there shall be no abatement or reduction in the payments required under the Note during the balance of its term and any net proceeds from such taking or proceeding shall be paid to the holder of the Note and shall be applied in the same manner as a prepayment.

6. Representatives of the holder of the Note may inspect the property at all reasonable times and access thereto shall be permitted for that purpose.

7. The Trustee has no duty to examine the title, location, existence or condition of the property, nor shall the Trustee be obligated to record and/or file this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof. The Trustee shall not be liable for any acts or omissions or hereunder, except in case of its own gross negligence or misconduct or that of its agents or employees, and it may require indemnities satisfactory to it before exercising any power herein given.

8. At the option of the holder of the Note, this Trust Deed shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award of condemnation) to any and all leases of all or any

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part of the property, on the execution by such holder or the trustee and recording and/or filing thereof, at any time hereafter, in the office of the Recorder and/or Registrar of titles in which this instrument shall have been recorded and/or filed, of a unilateral declaration to that effect.

9. This Trust Deed, in addition to securing the payment of the principal sum and interest on the Note, shall secure any substitution, extension or renewal thereof, and all other liabilities, obligations and indebtedness, howsoever created, arising or evidenced, direct or indirect, absolute or contingent, now or hereafter existing or due or to become due from one or more of Makers and owing to the holder of the Note; provided, however, that the amount hereby secured shall at no time exceed the principal amount of One Million and no/100 Dollars (\$1,000,000.00) plus interest thereon, all costs and expenses of enforcing this Trust Deed, and all advances made by such holder as herein provided to protect the priority of the lien of this Trust Deed and the Property.

10. Acceleration of the Note, or the occurrence of any of the following events or conditions and the continuation thereof for ninety (90) days after notice thereof to Makers from the holder of the Note, shall, at the option of such holder and without further notice or demand on Makers or First Party, constitute an Event of Default hereunder:

(a) Failure of First Party to make any payment when due under this Trust Deed.

(b) Failure of First Party to perform any other agreement made by it herein.

(c) An Event of Default as defined in any other instrument, whether now or hereafter existing, securing the Note, in which event a ninety (90)-day written notice shall not be required under this Section.

(d) A default under any of the terms or conditions contained in any trust deed, mortgage, assignment of rents, security agreement or other instrument, whether now or hereafter existing, selling, transferring, conveying, encumbering, mortgaging, assigning or otherwise disposing of all or any part of the property, personal property or other assets securing the Note, which one or more of First Party and Makers have delivered to, or entered into with, or may hereafter deliver to, or enter into with, any person, partnership, corporation or other entity, securing indebtedness or notes (other than the Note) of one or more of First Party and Makers.

13. On, or at any time after, the filing of a suit to foreclose this Trust Deed, the Trustee or the holder of the Note may request the court in which such suit is filed to appoint it as mortgagee-in-possession or to appoint a receiver of the property. If a receiver is requested by any person, the Trustee or such holder shall have the right to designate such receiver. Such receiver or mortgagee-in-possession shall have power to collect the rents, issues and profits of the property (a) during the pendency of such foreclosure suit; and (b) during any further time when first party, its successors or assigns, except for the

12. The proceeds of any foreclosure sale of the property 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; second, all other items which under the terms hereof constitute obligations secured hereby and additional to that evidenced by the Note, with interest thereon as herein provided; third, the principal sum and interest remaining unpaid on the Note; fourth, any overplus to first party, its successors or assigns, as their rights may appear.

11. On the occurrence of an event of default, the holder of the Note or the Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the judgment of foreclosure and sale all expenditures and expenses which may be paid or incurred by or on behalf of the Trustee or such holder for attorneys' fees, Trustee's fees, appraiser's 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 such title commitments, title searches and examinations, owners title or loan policies, Torrens certificates, and similar data and assurances with respect to title as the Trustee or such holder may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such judgment the true condition of the title to or the value of the property. All expenditures and expenses set forth in this Section shall become additional obligations secured hereby and immediately due and payable, with interest thereon at the post-maturity interest rate, when paid or incurred by the Trustee or such holder in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either or both of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or the Note or any other obligations hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the property or the security hereof, whether or not actually commenced.

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intervention of such receiver, would be entitled to collect such rents, issues and profits. In addition to any other powers granted by statute, such receiver or mortgagee-in-possession shall have all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the property during the whole of said period. Except as may be otherwise required by statute, the court from time to time may authorize the receiver or mortgagee-in-possession to apply the net income in his hands in payment in whole or in part of (a) the Note or other obligations secured hereby or by any judgment foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such judgment; or (b) the deficiency in case of a sale and deficiency.

11. This Trust Deed constitutes a security agreement under the Uniform Commercial Code of Illinois (the "Code") with respect to any part of the property which may now or hereafter be or be deemed to be personal property, fixtures or property other than real estate (collectively, the "collateral"). All of the terms, provisions, conditions and agreements contained in this Trust Deed pertain and apply to the collateral as fully and to the same extent as to any other property comprising the property. On the occurrence of an event of default, the rights, powers and privileges of first party in and to the collateral shall cease and terminate, and the holder of the Note, as a secured party, may, without notice or demand, take possession of the collateral not already in its possession. Such holder shall have all other rights and remedies of a secured party under the Code, and it may, either before or after taking possession of the collateral, exercise either or both of the following remedies:

(a) Sell the collateral, at public or private sale, with or without advertisement, in accordance with the provisions of the Code, and, at any such sale, be the purchaser for its own account. The requirements of the Code shall be fulfilled if notice is given to first party and Makers not less than ten (10) days prior to the sale or other disposition.

(b) Proceed to protect and enforce its rights as a secured party by suits or proceedings in equity, at law or otherwise, whether for the foreclosure hereof, or for the appointment of a receiver of the collateral or any part thereof, or for the enforcement of any other legal or equitable remedy available under applicable law. Any such sale may be held as part of and in conjunction with any foreclosure sale of the property, the collateral and property to be sold as one lot if such holder so elects.

Any and all net proceeds received by such holder, after first deducting all legal and other costs and expenses in effecting such realization shall be applied in satisfaction of the indebtedness

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hereby secured and any excess shall be remitted to Makers. Makers shall remain liable for any deficiency remaining after the proceeds of sale are so applied.

15. First Party hereby waives any and all rights of redemption it may have under any order or judgment of foreclosure of this Trust Deed or under any power contained herein.

16. The Trustee shall release this Trust Deed and the lien hereof by proper instrument on presentation of satisfactory evidence that the Note and all other obligations secured by this Trust Deed have been fully paid. The Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to the Trustee the cancelled Note and represent that the Note and all other obligations hereby secured have been paid, which representation Trustee may accept as true without inquiry. When the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the Note, it may accept as the Note any note which may be presented and which conforms in substance with the description herein contained of the Note and which purports to be executed on behalf of First Party. When the release is requested of a successor trustee, such successor trustee may accept as the Note any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the Note and which purports to be executed on behalf of First Party.

17. The Trustee may resign by instrument in writing recorded or filed in the office of the Recorder and/or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of such county shall be the successor in trust. Any successor in trust hereunder shall have the identical title, powers and authority as are herein given the Trustee. The Trustee and any successor in trust shall be entitled to reasonable compensation for all acts performed hereunder.

18. Each right, power and remedy conferred on the holder of the Note by this Trust Deed and by all other instruments evidencing or securing the obligations secured hereby, cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein or therein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by such holder. The exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of, or discontinuance by, such holder in the exercise of any right, power or remedy accruing

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hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

19. All references herein to "holder" shall be deemed to include and refer to each and every holder of the Note, or any of them, unless otherwise required by the context.

20. In the event one or more of the provisions contained in this Trust Deed, the Note or in any other instrument given to secure payment of the Note shall for any reason be held to be void, invalid, illegal or unenforceable in any respect, such voidness, invalidity, illegality or unenforceability shall, at the option of the holder of the Note, not affect any other provision of this Trust Deed, and this Trust Deed shall be construed as if such void, invalid, illegal or unenforceable provision had never been contained herein or therein.

21. This Trust Deed and all provisions hereof shall extend to and be binding on First Party, the holder of the Note, and their respective successors, assigns and grantees, any subsequent owner or owners of the Property and all persons claiming under or through First Party.

22. Any notice or other instrument required or permitted to be given, served or delivered hereunder on First Party or Makers shall be in writing and shall be deemed given, served or delivered if delivered personally to James Bosnos, or five (5) business days after being deposited in the U.S. mail, certified, return receipt requested, with postage prepaid, addressed to First Party and Makers c/o James Bosnos, at Rizos Produce, Inc., 952 W. Randolph, Chicago, Illinois 60607.

23. This Trust Deed secures an obligation incurred for the construction of improvements on the Property and constitutes a "construction mortgage" within the meaning of Section 9-313(1) of the Code.

This Trust Deed is executed by First Party, THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, not personally but as trustee as aforesaid. Anything herein to the contrary notwithstanding, each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, for the purpose of binding it personally, but this instrument is executed and delivered by THE COSMOPOLITAN NATIONAL BANK OF CHICAGO solely in the exercise of the powers conferred on it as such trustee. No personal liability or personal responsibility is assumed by, and shall not at any time be asserted or enforced against, THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, its agents or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in the Note contained, either express or

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Property of Cook County Clerk's Office

implied. All such personal liability, if any, is hereby waived and released by the holder or owner of the Note, and by all persons claiming by or through or under such holder or owner, and by every person now or hereafter claiming any right or security hereunder.

Anything to the contrary notwithstanding, THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, individually, shall have no obligation to see to the performance or nonperformance of any of the covenants, undertakings and agreements herein contained and shall not be personally liable for any action or nonaction taken in violation thereof.

IN WITNESS WHEREOF, THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, as trustee as aforesaid and not personally, has caused this Trust Deed to be signed by its Vice-President and Trust Officer and its corporate seal to be affixed hereto and attested by its Trust Officer the day and year first written above.

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, as trustee as aforesaid and not personally, first party.

By: Robert J. Frankenburg
 Vice-President and Trust Officer

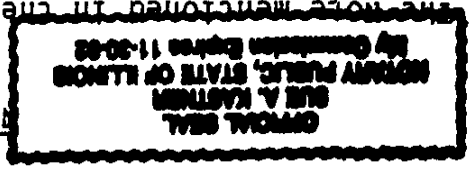
Attest: James D. Taylor
 Trust Officer

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This instrument prepared by and should be mailed to: Mark R. Rosenbaum, Relf, Rosenbaum & Hupert, Suite 2910, 221 N. LaSalle Street, Chicago, Illinois 60601

By: Robert J. Rosenbaum Assistant Vice-President and Trust Officer of The Cosmopolitan National Bank of Chicago, as trustee of this Trust Deed

The note mentioned in the within Trust Deed has been identified herewith under identification no. 1989



Sue A. Kattner Notary Public

Given under my hand and notarial seal this 3rd day of August, 1989.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above-named Vice-President and Trust Officer of THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Trust Officer and Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, as trustee as aforesaid, for the uses and purposes therein set forth, and the said Trust Officer then and there acknowledged that as custodian of the corporate seal of THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, said Trust Officer affixed the corporate seal to said instrument as said Trust Officer's own free and voluntary act and as the free and voluntary act of THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, as trustee as aforesaid, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

