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ASSUMPTION AND MORTGAGE MODIFICATION OF LOAN DOCUMENTS AGREEMENT

THIS ASSUMPTION AND MODIFICATION OF LOAN DOCUMENTS AGREEMENT ("Agreement") made as of this 15th day of August, 1990, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated August 20, 1986 and known as Trust No. 100677-00 ("Highland Trustee"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated December 1, 1985 and known as Trust No. 66007 ("Theater-Restaurant Trustee"), T&D GENERAL PARTNERS NO. 61, an Illinois general partnership, the sole beneficiary of the Highland Trustee and the Theater-Restaurant Trustee ("Partnership") (Highland Trustee and Partnership are hereinafter collectively referred to as "Highland Mortgagor"; Theater-Restaurant Trustee and Partnership are hereinafter collectively referred to as "Theater-Restaurant Mortgagor"), THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation (hereinafter referred to as "Mortgagee"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated August 10, 1990 and known as Trust No. 112157-02 ("Assuming Trustee"), and HIGHLAND SUPERSTORES, INC., a Michigan corporation ("Assuming Beneficiary") (Assuming Trustee and Assuming Beneficiary are hereinafter collectively referred to as "Assuming Parties").

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COOK COUNTY RECORDER

W I T N E S S E T H :

WHEREAS, Mortgagee has made a loan to Highland Mortgagor and Theater-Restaurant Mortgagor in the original principal amount of \$11,500,000.00 ("Travelers Loan"), evidenced by that certain Promissory Note in the amount of the Travelers Loan dated June 8, 1988 by Highland Trustee and Theater-Restaurant Trustee in favor of Mortgagee, as amended hereby ("Travelers Note"); and

WHEREAS, the Travelers Note is secured by, among other things, the following documents pertaining to certain real estate legally described on Exhibit A attached hereto and made a part hereof ("Highland Real Estate"): (i) that certain Application of Mortgage Loan and Statement of Mortgage Loan Application and Commitment Terms and Conditions dated September 21, 1987 (the "Commitment") from Partnership to Mortgagee, as accepted by Mortgagee on February 24, 1988, as amended; (ii) that certain Mortgage, Assignment of Leases and Security Agreement dated June 8, 1988 by Highland Trustee in favor of Mortgagee and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on June 24, 1988 as Document No. 88279651, as amended hereby ("Highland Mortgage"); (iii) that certain Security Agreement dated June 8, 1988 by Partnership in favor of Mortgagee, as amended hereby ("Highland Security Agreement"); (iv) that certain Assignment of Leases, Rents and Profits dated June 8, 1988 by Highland Trustee in favor of Mortgagee and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on June 24, 1988 as Document No. 88279652, as amended hereby ("Highland Assignment of Leases"); (v) that certain Collateral Assignment of Beneficial Interest and Power of Direction dated as of August 15, 1990 by Assuming Beneficiary in favor of Mortgagee and consented to by Highland Trustee ("Highland Collateral Assignment"); and (vi) UCC-1 Financing Statement from Highland Trustee to Mortgagee filed on June 27, 1988 as Document No. 2444260 ("UCC-1") as amended; (vii) UCC-1 Financing Statement from Partnership in favor of Mortgagee filed on June 27, 1988 as Document No. 2444259, as amended ("UCC-2"); (viii) UCC-2 Financing Statement from Highland Trustee to Mortgagee recorded on June 24, 1988 as Document No. 88U-15196 ("UCC-3"), as amended; (ix) UCC-2 Financing Statement from Partnership to Mortgagee recorded on June 24, 1988 as Document No. 88U-15195 ("UCC-4"), as

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amended; and (x) Assignment of Permits, Licenses, Approvals and Contracts dated June 8, 1988 from Beneficiary to Mortgagee, as hereby amended ("Highland Assignment of Permits") (the Commitment, the Highland Mortgage, the Highland Security Agreement, the Highland Assignment of Leases, the Highland Collateral Assignment, the UCC-1, the UCC-2, the UCC-3, the UCC-4, and the Highland Assignment of Permits are hereinafter collectively referred to as the "Highland Security Documents"); and

WHEREAS, the Travelers Note is further secured by, among other things, the following documents pertaining to certain real estate legally described on Exhibit B attached hereto and made a part hereof ("Theater-Restaurant Real Estate"): (i) that certain Mortgage Assignment of Leases and Security Agreement dated June 8, 1988 by Theater-Restaurant Trustee in favor of Mortgagee and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on June 24, 1988 as Document No. 88279653, as hereby amended ("Theater-Restaurant Mortgage"); (ii) that certain Security Agreement dated June 8, 1988 by Partnership in favor of Mortgagee ("Theater-Restaurant Security Agreement"), as hereby amended; (iii) that certain Assignment of Leases, Rents and Profits dated June 8, 1988 by Theater-Restaurant Trustee in favor of Mortgagee and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on June 24, 1988 as Document No. 88279654, as hereby amended ("Theater-Restaurant Assignment of Leases"); and (iv) that certain Collateral Assignment of Beneficial Interest and Power of Direction dated June 8, 1988 by Partnership in favor of Mortgagee and consented to by Theater-Restaurant Trustee ("Theater-Restaurant Collateral Assignment") (the Theater-Restaurant Mortgage, the Theater-Restaurant Security Agreement, the Theater-Restaurant Assignment of Leases, the Theater-Restaurant Collateral Assignment and all other documents securing the Travelers Note which pertain to the Theater-Restaurant Real Estate are hereinafter collectively referred to as the "Theater-Restaurant Security Documents") (the Travelers Note, the Highland Security Documents and the Theater-Restaurant Security Documents are hereinafter collectively referred to as the "Travelers Loan Documents"); and

WHEREAS, Highland Trustee is the legal owner of record of the Highland Real Estate; and

WHEREAS, Theater-Restaurant Trustee is the legal owner of record of the Theater-Restaurant Real Estate;

WHEREAS, the Partnership is the sole owner of one hundred percent (100%) of the beneficial interest in, to and under the Highland Trustee and Theater-Restaurant Trustee; and

WHEREAS, Assuming Beneficiary has made a loan to Highland Mortgagor in the original principal amount of \$1,200,00.00 ("Subordinate Loan"), evidenced by that certain Promissory Note in the amount of the Subordinate Loan dated October 8, 1987 made by Highland Trustee ("Subordinate Note") and secured by, among other documents: (i) that certain Trust Deed dated October 8, 1987 by Highland Trustee in favor of Chicago Title and Trust Company and recorded against the Highland Real Estate in the Office of the Recorder of Deeds of Cook County, Illinois, on October 15, 1987 as Document No. 87559525 ("Subordinate Mortgage"); (ii) that certain Second Assignment of Leases and Rents dated October 8, 1987 by Highland Trustee in favor of Chicago Title and Trust Company and recorded in the Office of Recorder of Deeds of Cook County, Illinois as Document No. 87559526 ("Second Assignment of Leases"); (iii) that certain Second Security Agreement (Chattel Mortgage) dated October 8, 1987 by Highland Mortgagor in favor of Assuming Beneficiary ("Chattel Mortgage"); and (iv) that certain Second Security

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Agreement, Assignment of Beneficial Interest Under Land Trust for Collateral Purposes dated October 8, 1987 by Partnership in favor of Assuming Beneficiary and acknowledged by Highland Trustee ("Assignment") (the Subordinate Note, the Subordinate Mortgage, the Second Assignment of Leases, the Chattel Mortgage, the Assignment and all other documents securing the Subordinate Note are hereinafter collectively referred to as the "Subordinate Loan Documents"); and

WHEREAS, Mortgagee and Assuming Beneficiary entered into a Subordination Agreement dated June 6, 1988 ("Subordination Agreement"), wherein Assuming Beneficiary agreed to subordinate the Subordinate Loan Documents to the Travelers Loan Documents and, among other things, was granted the right to acquire title to the Highland Real Estate subject to, and to become the new borrower/mortgagor for 66.96% or \$7,700,000.00 of the Travelers Loan (the "Proportionate Share of Debt") evidenced by the Travelers Note and secured by, the Highland Security Documents in the event of a default by the Partnership under the Travelers Loan Documents or the Subordinate Loan Documents; and

WHEREAS, Partnership has defaulted under the terms and provisions of the Travelers Loan Documents and the Subordinate Loan Documents; and

WHEREAS, Assuming Beneficiary and Highland Mortgagor have entered into a Deed-in-Lieu of Foreclosure Agreement dated August 15, 1990 ("Deed-in-Lieu Agreement"), pursuant to the terms of which Highland Mortgagor will convey and transfer its entire right, title and interest in, to and under the Highland Real Estate to Assuming Trustee; and

WHEREAS, Assuming Trustee, as the designee of Assuming Beneficiary and pursuant to the terms of the Subordination Agreement, is willing to assume, without personal liability and subject to the terms of this Agreement, the obligation to pay the Proportionate Share of Debt and otherwise perform all of the terms, conditions and covenants of the Travelers Note and the Highland Security Documents as such Note and Security Documents are herein modified; and

WHEREAS, the parties desire to enter into this Agreement to fulfill the provisions of the Subordination Agreement; and

WHEREAS, in order to fulfill the provisions of the Subordination Agreement, the Travelers Loan Documents must be modified so that, among other things, the Theater-Restaurant Real Estate is no longer collateral for the Proportionate Share of Debt, the Highland Real Estate is no longer collateral for the portion of the Traveler's Loan secured by the Theater-Restaurant Security Documents, and the Highland Security Documents and the Theater-Restaurant Security Documents are no longer cross-defaulted;

NOW, THEREFORE, in consideration of these premises, the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant and agree as follows:

1. Mortgagee's Consent. Mortgagee hereby consents to the sale, conveyance and transfer of the Highland Real Estate from Highland Mortgagor to Assuming Trustee contemplated by the Deed-in-Lieu Agreement, subject to the terms and conditions of this Agreement. Upon request of the Partnership, Mortgagee agrees to execute a consent to the "Direction to Convey" to Highland Trustee as necessary to effectuate the aforesaid transaction.

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## 2. Assumption.

A. Assuming Trustee hereby expressly assumes, as of the date of the sale, conveyance and transfer of the Highland Real Estate consented to by Mortgagee in Paragraph 1 hereof, and agrees to be bound by all of the covenants, agreements and obligations of the Highland Security Documents to which Highland Trustee was originally a party as of the Closing of the Travelers Loan, including, without limitation, the obligation to pay the Proportionate Share of Debt, all accrued and unpaid interest thereon, all Impositions (as defined in the Highland Mortgage), normal operating expenses of the Highland Real Estate and any other sums due and payable to Mortgagee under the Highland Security Documents to which Highland Trustee was originally a Party as of the Closing of the Travelers Loan (the Proportionate Share of Debt, all accrued and unpaid interest thereon, the Impositions, normal operating expenses and any other sums secured by the Highland Security Documents (irrespective of whether the same are payable by Assuming Trustee or Assuming Beneficiary) after the conveyance of the Highland Real Estate to Assuming Trustee are hereinafter collectively referred to as the "Aggregate Highland Indebtedness"), and accepts the Highland Real Estate subject to the debts, duties, covenants, agreements and obligations of that portion of the Travelers Note which Assuming Trustee has assumed pursuant to the terms hereof, i.e., the Proportionate Share of Debt, and the Highland Security Documents and agrees to keep, observe and perform the same and to be bound by the same in accordance with their respective terms and conditions.

B. Assuming Beneficiary hereby expressly assumes, as of the date of the sale, conveyance and transfer of the Highland Real Estate consented to by Mortgagee in Paragraph 1, and agrees to be bound by all of the covenants, agreements and obligations of the Highland Security Documents to which Partnership was originally a Party as of the Closing of the Travelers Loan, including, without limitation, any sums due and payable to Mortgagee under the Highland Security Documents to which Partnership was originally a Party as of the Closing of the Travelers Loan, and accepts the Highland Real Estate (as sole beneficiary of Assuming Trustee) subject to the debts, duties, covenants, agreements and obligations of or the Highland Security Documents to which Assuming Beneficiary has assumed hereunder and agrees to keep, observe and perform the same and to be bound by the same in accordance with their respective terms and conditions.

3. Limited Non-Recourse. Except as hereinafter provided, Assuming Beneficiary shall not be personally liable for the payment of principal, interest or other amounts which may become due and payable under the Travelers Loan Documents. Mortgagee agrees not to seek, take or obtain against Assuming Beneficiary any deficiency judgment for any amounts remaining unpaid under the Travelers Loan Documents after that portion of the security for the Travelers Note pertaining to the Highland Real Estate (including, without limitation, hazard insurance proceeds and condemnation awards on account of the Highland Real Estate) has been applied to payment of the Aggregate Highland Indebtedness. Notwithstanding the foregoing, Assuming Beneficiary shall be and remain liable for the following (provided, however, from and after the time Assuming Trustee acquires title to the Highland Real Estate pursuant to the terms of the Deed-in-Lieu Agreement, Assuming Beneficiary shall not be liable for any prior act, omission, breach or default by the Highland Mortgagor under the Travelers Loan Documents or the other documents securing the Travelers Note):

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- (a) All loss, damage, cost and expense (including attorneys' fees) suffered by Mortgagee as a result of Assuming Party's breach of its warranties and representations contained in Paragraph 23 and 24 hereof or as a result of the intentional or negligent waste of the Highland Real Estate;
- (b) All rents, revenues, issues and profits from the Highland Real Estate:
  - (1) received during the period of any default under the Highland Security Documents; and
  - (2) not applied to payment of the Aggregate Highland Indebtedness;
- (c) All rents from the Highland Real Estate collected more than one (1) month in advance which are not earned at the time of occurrence of any default under the Highland Security Documents and which are not applied to payment of the Aggregate Highland Indebtedness;
- (d) All insurance proceeds and condemnation awards with respect to the Highland Real Estate which are not applied in accordance with the provisions of the Travelers Loan Documents;
- (e) The indemnifications set forth in Paragraph 7.25 and 7.26 of the Highland Mortgage; and
- (f) Any affidavits, certifications, estoppels or indemnifications delivered by Highland Mortgagor in connection with the closing of the Travelers Loan which pertain to the Highland Real Estate.

Nothing contained in this Paragraph 3 shall be deemed to release affect or impair the Aggregate Highland Indebtedness or the security therefor or the holder's right to enforce its remedies under the Highland Security Documents, as amended by this Agreement, including any remedy for injunctive or other relief.

4. Release of Cross-Collateralization and Cross-Default. From and after such time as Assuming Trustee acquires title to the Highland Real Estate pursuant to the terms of the Deed-in-Lieu Agreement, subject to the Highland Security Documents, the Highland Real Estate shall no longer be collateral for the portion of the Traveler's Loan secured by the Theater-Restaurant Security Documents, the Theater-Restaurant Real Estate shall no longer be collateral for the Aggregate Highland Indebtedness, and the Highland Security Documents and the Theater-Restaurant Security Documents shall no longer be cross-defaulted; it being the intent of the parties hereto that the Highland Real Estate shall only secure the Assuming Trustee's liabilities and obligations under the Travelers Note for the Aggregate Highland Indebtedness, and the Theater-Restaurant Real Estate shall only secure Theater-Restaurant Mortgagor's liabilities and obligations under the Travelers Note for its portion of the principal balance thereunder in the amount of \$3,800,000.00, together with all accrued and unpaid interest thereon (collectively, "Theater-Restaurant Proportionate Share of Debt"), Impositions (as defined in the Theater-Restaurant Mortgage), normal operating expenses of the Theater-Restaurant Real Estate and any other sums due and payable to Mortgagee under the Theater-Restaurant Security Documents (Theater-Restaurant Mortgagor's liabilities and obligations under the Travelers Note and the Theater-Restaurant Security Documents as listed above are hereinafter collectively referred to as the "Aggregate Theater-Restaurant Indebtedness"). In order to realize the intent of the parties

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under this Paragraph, the Travelers Loan Documents are hereby modified as follows:

A. The Note is hereby modified as follows:

i. with respect to that portion of the Traveler's Note that has been assumed by Assuming Trustee pursuant to the terms of this Agreement, i.e., the Proportionate Share of Debt, notwithstanding anything to the contrary contained in the Note, the following terms shall, after the conveyance of the Highland Real Estate to Assuming Trustee, have the following meanings:

- a. "Maker" shall mean Assuming Trustee;
- b. "Mortgage" shall mean the Highland Mortgage;
- c. "Loan Documents" shall mean the Highland Security Documents";
- d. "Principal Balance Outstanding" (or words of similar effect) shall mean that portion of the Proportionate Share of Debt which is outstanding (or due, as applicable) from time to time;
- e. "Real Estate" shall mean the Highland Real Estate; and
- f. "Note" shall mean that portion of the Travelers Note that has been assumed by Assuming Trustee pursuant to the terms of this Agreement, i.e., the Proportionate Share of Debt.

ii. With respect to the Theater-Restaurant Proportionate Share of Debt, the following terms shall, after the conveyance of the Highland Real Estate to Assuming Trustee, have the following meanings:

- a. "Maker" shall mean Theater-Restaurant Trustee;
- b. "Mortgage" shall mean the Theater-Restaurant Mortgage;
- c. "Loan Documents" shall mean the Theater-Restaurant Security Documents";
- d. "Principal Balance Outstanding" (or words of similar effect) shall mean that portion of the Theater-Restaurant Proportionate Share of Debt which is outstanding (or due, as applicable) from time to time;
- e. "Real Estate" shall mean the Highland Real Estate; and
- f. "Note" shall mean that portion of the Travelers Note which Theater-Restaurant Trustee is obligated pursuant to the terms of this Agreement, i.e. the Theater-Restaurant Proportionate Share of Debt.

B. The Highland Mortgage is hereby modified as follows:

i. The following words shall be added to the end of Paragraph 1.1(e) of the Highland Mortgage:

"; provided, however, notwithstanding any of the foregoing, Mortgagor's aggregate liability under the Travelers Note is limited to the Proportionate Share of Debt together with any accrued but unpaid interest accrued thereunder together with any other sums which may be due and payable pursuant to the Travelers Note and other Highland Security Documents with respect to the Highland Real Estate or Mortgagee's attempts to collect the Proportionate Share of Debt.";

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ii. Paragraph 2.1(s) of the Highland Mortgage is deleted in its entirety and the following is substituted in lieu thereof:

"Loan Documents shall mean the Highland Security Documents, and any and all other documents now or hereafter evidencing or securing the payment of the Indebtedness hereunder as the observance or performance of the obligations hereunder, and any and all amendments, modifications, restatements, replacements, substitutions, renewals, extensions, and increases thereto whether heretofore or hereafter entered into in connection with the Indebtedness hereunder";

iii. Paragraph 2.1(w) of the Highland Mortgage is hereby modified to reflect that "Mortgagor" shall mean Assuming Trustee and any and all successors, transferees, assignees and subsequent owners of the Mortgaged Property.

iv. Paragraph 2.1(x) of the Highland Mortgage is hereby modified to reflect "Mortgagor's Address" as 909 North Sheldon Road, Plymouth, Michigan 48170, Attention: Vice President/Corporate Counsel.

v. Exhibit A attached to the Highland Mortgage is hereby deleted in its entirety and Exhibit A attached hereto and made a part hereof is substituted in lieu thereof;

vi. Exhibit B attached to the Highland Mortgage is hereby deleted in its entirety and Exhibit D attached hereto and made a part hereof is substituted in lieu thereof;

vii. Paragraph 6.10 of the Highland Mortgage is hereby deleted in its entirety;

viii. Paragraph 7.9 of the Highland Mortgage is hereby modified so that all references to the "Theater-Restaurant Property" contained therein are hereby deleted; and

ix. The following paragraph shall be added to Paragraph 7.17 of the Highland Mortgage:

"Notwithstanding anything to the contrary contained in Subsection (b) above, said provision shall not apply to the customary trading of Assuming Beneficiary's stock in the ordinary course of business of the exchange in which Assuming Beneficiary's stock is traded; provided, however, the foregoing exception to this Subsection (b) above shall not apply to a sale of substantially all of the stock of Assuming Beneficiary in a single transaction."

C. The Theater-Restaurant Mortgage is hereby modified as follows:

i. The following words shall be added to the end of Paragraph 1.1(e) of the Theater-Restaurant Mortgage:

"; provided, however, notwithstanding any of the foregoing, Mortgagor's aggregate liability under the Travelers Note is limited to the Theater-Restaurant Proportionate Share of Debt together

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with any other sums which may be due and payable pursuant to the Travelers Note or other Theater-Restaurant Security Documents with respect to the Theater-Restaurant Real Estate or Mortgagee's attempt to collect the Theater-Restaurant Proportionate Share of Debt.";

ii. Paragraph 2.1(s) of the Theater-Restaurant Mortgage is deleted in its entirety and the following is substituted in lieu thereof:

"Loan Documents shall mean the Highland Security Documents, and any and all other documents now or hereafter evidencing or securing the payment of the indebtedness hereunder as the observance or performance of the obligations hereunder, and any and all amendments, modifications, restatements, replacements, substitutions, renewals, extensions, and increases thereto whether heretofore or hereafter entered into in connection with the Indebtedness hereunder";

iii. Exhibit A attached to the Theater-Restaurant Mortgage is hereby deleted in its entirety and Exhibit B attached hereto and made a part hereof is substituted in lieu thereof;

iv. Exhibit B attached to the Theater-Restaurant Mortgage is hereby deleted in its entirety and Exhibit E attached hereto and made a part hereof is substituted in lieu thereof;

v. Paragraph 7.9 of the Theater-Restaurant Mortgage is hereby modified so that all references to the "Highland Property" contained therein are hereby deleted.

D. The Highland Security Agreement is hereby modified as follows:

i. Any reference in the Highland Security Agreement to "Highland Trustee" shall mean Assuming Trustee;

ii. Any reference in the Highland Security Agreement to "Debtor" shall mean Assuming Beneficiary;

iii. Any reference in the Highland Security Agreement to "Loan Documents" shall mean the Highland Security Documents; and

iv. Any reference in the Highland Security Agreement to the "Note" shall mean that portion of the Travelers Note for which Assuming Trustee is obligated pursuant to the terms of this Agreement, i.e., the Proportionate Share of Debt.

E. The Theater-Restaurant Security Agreement is hereby modified as follows:

i. Any reference in the Theater-Restaurant Security Agreement to "Loan Documents" shall mean the Theater-Restaurant Security Documents;

iv. Any reference in the Theater-Restaurant Security Agreement to the "Note" shall mean that portion of the Travelers Note for which Theater-Restaurant Trustee is obligated pursuant to the terms of this Agreement, i.e., the Theater-Restaurant Proportionate Share of Debt.

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F. The Highland Assignment of Leases is hereby modified as follows:

- i. Any reference in the Highland Assignment of Leases to "Assignor" shall mean Assuming Trustee;
- ii. Any reference in the Highland Assignment of Leases to the "Note" shall mean that portion of the Travelers Note for which Assuming Trustee is obligated pursuant to the terms of this Agreement, i.e., the Proportionate Share of Debt;
- iii. Any reference in the Highland Assignment of Leases to the "Loan Documents" shall mean the Highland Security Documents; and
- iv. Exhibit A attached to the Highland Assignment of Leases shall be deleted in its entirety and Exhibit A attached hereto shall be inserted in lieu therefor.

G. The Theater-Restaurant Assignment of Leases is hereby modified as follows:

- i. Any reference in the Theater-Restaurant Assignment of Leases to the "Note" shall mean that portion of the Travelers Note for which Theater-Restaurant Trustee is obligated pursuant to the terms of this Agreement i.e., the Theater-Restaurant Proportionate Share of Debt;
- ii. Any reference in the Highland Assignment of Leases to the "Loan Documents" shall mean the Theater-Restaurant Security Documents; and
- iii. Exhibit A attached to the Theater-Restaurant Assignment of Leases shall be deleted in its entirety and Exhibit B attached hereto shall be inserted in lieu therefor.

H. The Highland Assignment of Permits is hereby modified as follows:

- i. Any reference in the Highland Assignment of Permits to "Assignor" shall mean Assuming Beneficiary;
- ii. Any reference in the Highland Assignment of Permits to the "Note" shall mean that portion of the Travelers Note for which Assuming Trustee is obligated pursuant to the terms of this Agreement, i.e., the Proportionate Share of Debt;
- iii. Any reference in the Highland Assignment of Permits to the "Loan Documents" shall mean the Highland Security Documents;
- iv. Any reference in the Highland Assignment of Permits to "Highland Trustee" shall mean Assuming Trustee.
- v. Exhibit A attached to the Highland Assignment of Permits shall be deleted in its entirety and Exhibit A attached hereto shall be substituted in lieu therefor.

I. That certain Assignment of Permits, Licenses, Approvals and Contracts dated as of June 8, 1988 ("Theater-Restaurant Assignment of Permits") by and between Mortgagee and Partnership is hereby modified as follows:

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i. Any reference in the Theater-Restaurant Assignment of Permits to the "Note" shall mean that portion of the Travelers Note for which Theater-Restaurant Trustee is obligated pursuant to the terms of this Agreement, i.e., the Theater-Restaurant Proportionate Share of Debt;

ii. Any reference in the Highland Assignment of Permits to the "Loan Documents" shall mean the Theater-Restaurant Security Documents;

iii. Exhibit A attached to the Theater-Restaurant Assignment of Permits shall be deleted in its entirety and Exhibit A attached hereto shall be substituted in lieu thereof.

5. Insurance Proceeds and Condemnation Awards. From and after such time as Assuming Trustee acquires title to the Highland Real Estate, (i) to the extent the principal balance outstanding under the Travelers Note has been reduced by insurance proceeds or condemnation awards attributable to the Highland Real Estate in accordance with the Highland Security Documents, Assuming Party rather than the Theater-Restaurant Mortgagor shall benefit from said reduction; and (ii) to the extent the principal balance outstanding under the Travelers Note has been reduced by insurance proceeds or condemnation awards attributable to the Theater-Restaurant Real Estate in accordance with the Theater-Restaurant Security Documents, Theater-Restaurant Mortgagor rather than Assuming Party shall benefit from said reduction. In other words, the \$7,700,000.00 of debt assumed by Assuming Trustee shall be reduced by the amount by which the Travelers Note has previously been or will be reduced by said insurance proceeds or condemnation awards attributable to the Highland Real Estate, and the \$3,800,000.00 of debt retained by Theater-Restaurant Mortgagor shall be reduced by the amount by which the Travelers Note has previously been or will be reduced by insurance proceeds or condemnation awards attributable to the Theater-Restaurant Real Estate.

6. Modification. The parties further agree that the Travelers Loan Documents are in full force and effect except as modified under this Agreement and that the Highland Security Documents secure the liabilities assumed by Assuming Party under Paragraph 2 above.

7. Loan Documents. The Travelers Loan Documents are further modified so that all references to the "Loan Documents," as that term is defined therein, shall mean and include the Travelers Loan Documents as modified by this Agreement and such other modified Travelers Loan Documents as may be entered into by the parties pursuant to and in connection with this Agreement.

## 8. Direct Liability.

(a) Assuming Party agrees that its assumption of liability to the extent provided hereunder shall constitute a direct and primary liability on the Aggregate Highland Indebtedness and shall not be conditioned upon any obligation of Mortgagor to first resort to enforcement of any remedies against Highland Mortgagor or Theater-Restaurant Mortgagor or any other remedies set forth in either of the Highland Security Documents or the Theater-Restaurant Security Documents, or at law or equity.

(b) Theater-Restaurant Mortgagor agrees that its retained liability under the Travelers Loan Documents as set

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forth herein shall constitute a direct and primary liability on the Aggregate Theater-Restaurant Indebtedness and shall not be conditioned upon any colligation of Mortgagee to first resort to enforcement of any remedies against Highland Mortgagor or Assuming Party or any other remedies set forth in either of the Theater-Restaurant Security Documents or the Highland Security Documents or at law or equity.

9. No Waiver. Notwithstanding anything to the contrary contained herein or in any of the Travelers Loan Documents, in any action or proceeding brought on the Travelers Note, on the indebtedness evidenced thereby, or on the Highland Security Documents, no deficiency or other money judgment or decree in specific performance shall be sought or obtained against Highland Mortgagor, or any of the partners of Highland Mortgagor, or the successors or assigns of any of them (including any such judgment or decree based on any breach of any agreement, covenant, or warranty contained in any such instrument) unless such a judgment is necessary to consummate foreclosure of the Highland Real Estate, in which event any such judgment shall be enforceable against Highland Mortgagor, or any of the partners of Highland Mortgagor, or the successors or assigns of any of them, only to the extent of its interest in the property encumbered by the Highland Security Documents, and any such judgment shall not be enforceable by execution on or be a lien on the assets of Highland Mortgagor, or any of the partners of Highland Mortgagor, or the successors or assigns of any of them, other than its interest in the property encumbered by the Highland Security Documents.

10. Limited Consent. The consent of Mortgagee to the sale, conveyance and transfer of the Highland Real Estate is expressly limited solely to such sale and transfer and to the particular parties referenced in the Deed-in-Lieu Agreement and shall not be or be deemed to be a consent or agreement by Mortgagee to any future sale, conveyance, mortgage, encumbrance, assignment or transfer of the Highland Real Estate or any interest therein, whether legal, equitable, beneficial or otherwise, or of any interest in Highland Mortgagor or Assuming Party, and the "due on sale" provision contained in the Highland Mortgage shall continue in full force and effect.

11. Remedies Cumulative. No right or remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other right or remedy available pursuant to the Highland Security Documents, but each and every right and remedy shall be cumulative and shall be in addition to every other right and remedy given under the aforementioned instruments and otherwise available by law. No waiver, amendment, release, extension or modification of this Agreement shall be established by conduct, custom or course of dealing, but only by an instrument in writing duly executed by Mortgagee.

12. No Waiver of Rights and Remedies. No delay or omission on the part of Mortgagee in exercising any right or remedy hereunder shall operate as a waiver of such right or remedy under this Agreement or the Travelers Loan Documents. A waiver on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any future occasion.

13. Governing Law. This Agreement is delivered in and made, and shall in all respects be construed according to, the laws of the State of Illinois.

14. Entire Agreement. This Agreement and that portion of the Travelers Loan Documents applicable to any party hereto after the conveyance of the Highland Real Estate to Assuming Trustee

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constitute the entire agreement in the aggregate between the parties hereto and may not be modified or amended in any manner other than by supplemental written agreement executed by the parties hereto.

15. Successors and Assigns. This Agreement and each and every provision hereof shall be binding upon the parties hereto and upon their respective heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of each and every future holder of the Travelers Note including the heirs, administrators, representatives, executors, successors and assigns of Mortgagee.

16. Notices. Any notices which any party may deem necessary or desirable to give pursuant to the terms of this Agreement shall be deemed duly given if given in writing and mailed by certified mail to the respective parties hereto at the respective addresses set forth below or to such other address as any party may designate by notice in writing as its address for future notice purposes:

Highland Trustee and Theater-Restaurant Trustee:	American National Bank and Trust Company of Chicago 33 North LaSalle Street Chicago, Illinois 60690 Attention: Land Trust Department
Partnership:	T&D General Partners No. 61 415 North LaSalle Street Chicago, Illinois 60610 Attention: Mr. Demetrios Dellaportas
Mortgagee:	The Travelers Insurance Company 2215 York Road Suite 501 Oak Brook, Illinois 60521 Attention: John C. Murray, Esq.
Assuming Trustee:	American National Bank and Trust Company of Chicago 33 North LaSalle Street Chicago, Illinois 60690 Attention: Land Trust Department
Assuming Beneficiary:	Highland Superstores, Inc. 909 North Sheldon Road Plymouth, Michigan 48170 Attention: Vice President/Corporate Counsel
with a copy to:	Honigman, Miller Schwartz & Cohn 2290 First National Building Detroit, Michigan 48226-3583 Attention: Jerome Salle, Esq.

Notices given pursuant to the Travelers Loan Documents shall be given in accordance with the notice sections of each respective document; provided, however, notwithstanding the foregoing, notices given pursuant to any of the Highland Security Documents shall be addressed to either Lender, Assuming Trustee and/or Assuming Beneficiary as appropriate.

17. Acknowledgment. Highland Mortgagor, Theater-Restaurant Mortgagor and Assuming Party, respectively, each acknowledges that it has thoroughly read and reviewed the terms and provisions of this Agreement and is familiar with same, that the terms and provisions contained herein are clearly understood by it and have

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been fully and unconditionally consented to by it, and that Highland Mortgagor, Theater-Restaurant Mortgagor and Assuming Party, respectively, have each had the full benefit and advice of counsel of its own selection, or the opportunity to obtain the benefit and advice of counsel of its own selection, in regard to understanding the terms, meaning and effect of this Agreement, and that the execution of this Agreement by Highland Mortgagor, Theater-Restaurant Mortgagor and Assuming Party, respectively, is done freely, voluntarily, with full knowledge, and relying on no other representations either written or oral, express or implied, made to Highland Mortgagor, Theater-Restaurant Mortgagor or Assuming Party, respectively, by any other party hereto, and that the consideration received hereunder by Highland Mortgagor, Theater-Restaurant Mortgagor and Assuming Party, respectively, has been actual and adequate.

18. Delivery of Deed. Within five (5) days after acquiring title to the Highland Real Estate, Assuming Party shall furnish to Mortgagee a final stamped copy of the executed and recorded deed by which Assuming Trustee acquired such title, together with copies of such other executed documents and instruments pertaining to the acquisition of title by Assuming Trustee as Mortgagee may request, including, without limitation, an Affidavit of Indemnification in the form of Exhibit C attached hereto and made a part hereof.

19. Additional Documentation. Highland Mortgagor, Theater-Restaurant Mortgagor and Assuming Party agree to execute and deliver any and all additional instruments and documents reasonably necessary to further evidence and perfect the terms, covenants, conditions, agreements and obligations of this Agreement or the Subordination Agreement and the transactions contemplated hereby, including, without limitation, amendments to existing UCC financing statements and/or new financing statements, and any documents or instruments required by the title insurance company to be executed in connection with the endorsement to the existing mortgagee's policy of title insurance described in Paragraph 25 of this Agreement, if such endorsement is requested by Mortgagee.

20. Costs of Assumption. Partnership shall pay or cause to be paid to Mortgagee all costs and expenses, including, without limitation, attorneys' fees, incurred by Mortgagee in connection with the restructuring of the Travelers Loan with the Assuming Party, as more specifically provided for herein.

21. Release. As additional consideration for the consent of Mortgagee to the sale and transfer of the Highland Real Estate, Highland Mortgagor and Assuming Party each hereby releases and forever discharges Mortgagee, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors and assigns and all persons, firms, corporations, and organizations in its behalf, of and from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever which either Highland Mortgagor or Assuming Party may now have or claim to have against Mortgagee as of the effective date of this Agreement, and whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way touching, concerning or arising out of (i) the Travelers Loan Documents with respect to Assuming Trustee or (ii) the Highland Security Documents with respect to Highland Mortgagor, including but not limited to, all such loss or damage of any kind heretofore sustained, or that may arise as a consequence of the dealings between the parties up to the effective date of this Agreement. This agreement and covenant on the part of Highland Mortgagor and Assuming Party, respectively, is contractual, and not a mere recital, and the parties acknowledge and agree that no liability whatsoever is admitted on

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the part of any party, except the Aggregate Highland Indebtedness, and that all agreements and understandings between Highland Mortgagor, Assuming Party and Mortgagee are expressed and embodied in this Agreement, the Travelers Note and the Highland Security Documents.

22. Ratification. Highland Mortgagor, Theater-Tenant Mortgagor, Assuming Party and Mortgagee mutually covenant and agree that the Travelers Loan Documents, as modified by this Agreement, shall remain in full force and effect, and all of the terms of the Travelers Loan Documents, as amended by this Agreement, are hereby ratified and confirmed, and this Agreement shall not be construed as a subordination to any lien or obligation occurring subsequent to the date of recordation of the Highland Mortgage and the Theater-Restaurant Mortgage, including, without limitation, the liens or obligations, if any, arising out of the transaction consummating the sale, conveyance and transfer of the Highland Real Estate pursuant to the Deed-in-Lieu Agreement and consented to herein by Mortgagee.

23. Representations and Warranties. Highland Mortgagor, Theater-Restaurant Mortgagor and Assuming Party, and the individuals signing this Agreement on behalf of each of them, hereby represent and warrant that all of the information and materials furnished to Mortgagee by any of them or their employees, agents or representatives, in the course of obtaining Mortgagee's consent to the sale and transfer of the Highland Real Estate referenced herein are true, correct and complete and that the individuals signing this Agreement each have full power and authority to execute and deliver this Agreement, as well as all other instruments and documents as may be required hereafter pursuant to this Agreement or the Travelers Loan Documents, on behalf of Highland Mortgagor, Theater-Restaurant Mortgagor and Assuming Party, respectively.

24. Additional Representations and Warranties of Assuming Party. Assuming Trustee hereby represents and Assuming Beneficiary, by directing Assuming Trustee to execute and deliver this Agreement, hereby represents and warrants to Mortgagee as follows:

- (a) Assuming Beneficiary is and shall at all times remain a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan and qualified to do business as a foreign corporation Illinois;
- (b) Assuming Beneficiary has and shall at all times have full right, capacity, power and authority to conduct its business as presently conducted and to execute, deliver, adopt, ratify, assume and perform the terms, covenants, obligations and provisions of this Agreement and the Travelers Loan Documents, and any other documents or instruments executed and delivered pursuant to this Agreement or in connection with the Highland Real Estate and the Aggregate Highland Indebtedness, including the authority to develop real property, borrow funds, guarantee debts, and mortgage and grant security interests in its property as contemplated by this Agreement in connection with the Highland Real Estate;
- (c) The execution, delivery, adoption, ratification, assumption, and performance of this Agreement and the Travelers Loan Documents and all other documents and instruments required pursuant to this Agreement or entered in connection with the Highland Real Estate or the obligation to pay the Aggregate Highland Indebtedness have been duly authorized by all necessary

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corporate action, and this Agreement and the Travelers Loan Documents and all other documents and instruments required pursuant to this Agreement or entered in connection with the Highland Real Estate or the obligation to pay the Aggregate Highland Indebtedness constitute the duly authorized, valid and legally binding obligations of Assuming Beneficiary, are enforceable in accordance with their respective terms, and are not subject to any defense or right of offset whatsoever; and

- (d) The execution, delivery, adoption, ratification, assumption, and performance of this Agreement and the Travelers Loan Documents and any other documents or instruments required of Assuming Party or any other party pursuant to this Agreement or entered in connection with the Highland Real Estate or the Aggregate Highland Indebtedness do not and will not:
- (i) violate any provisions of law or any applicable regulation, rule, order, writ, injunction or decree of any court or governmental authority, or
  - (ii) conflict, be inconsistent with, or result in any breach or default of the corporate organization documentation of Assuming Beneficiary, or of any indenture, mortgage, deed of trust, instrument, document, agreement or contract of any kind to which Assuming Party may be bound or to which the Highland Real Estate may be subject. Furthermore, Assuming Party is not and shall at no time be in default under any contract or agreement relating to the Highland Real Estate to which it is a party, the effect of which would materially and adversely affect the performance by it of its obligations with respect to the Highland Real Estate or the obligation to pay the Aggregate Highland Indebtedness.

25. Title Policy. Partnership shall, at their own expense, as a condition of the completion of the transaction contemplated by this Agreement, cause Near North National Title Corporation ("Title Company") to cause First American Title Insurance Company of the Mid-West ("First-American") to issue one or two ALTA Mortgagee's policies of title insurance (the "Policy(s)"), as Title Company shall desire, dated as of the recording of this Agreement, which Policy(s) shall, as applicable, (i) name Mortgagee as the insured, (ii) name Assuming Trustee as the owner of the Highland Real Estate, (iii) name Theater-Restaurant Trustee as the owner of the Theater-Restaurant Real Estate, (iv) contain an amount of insurance equal to in the aggregate Eleven Million Five Hundred Thousand and 00/100 Dollars (\$11,500,000.00), (in the event of two (2) separate policies for each of the Highland Real Estate and the Theater-Restaurant Real Estate, the applicable amounts of insurance shall equal \$7,700,000.00 with respect to the Highland Real Estate and \$3,800,000.00 with respect to the Theater-Restaurant Real Estate), (v) insure the Highland Mortgage and the Theater-Restaurant Mortgage, as each is amended by this Agreement, as first priority liens, respectively, against each of the Highland Real Estate and the Theater-Restaurant Real Estate, subject only to (a) the lien of general real property taxes not yet due and payable, (b) those Schedule B exceptions effecting each of the Highland Real Estate and Theater-Restaurant Real Estate, respectively, listed on the existing Mortgagee's Policy of title insurance in effect with respect to the Travelers Loan (the "Existing Policy"), (c) a Reaffirmation and Restatement of that certain Subordination, Non-Disturbance and Attornment Agreement dated as of August 15, 1990 by and between Lender and Assuming Party and (d) such other Schedule B exceptions as may be approved in writing by Mortgagee, and (vi) contain (x) all endorsements, in the exact same form, as are provided in the Existing Policy,

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(y) a non-merger endorsement regarding the leasehold and beneficial interest in the Highland Real Estate, (z) an endorsement insuring that each of the Highland Real Estate and the Theater-Restaurant Real Estate constitute separate and distinct tax parcels, and (aa) to the extent two policies are delivered to Mortgagee pursuant to the terms of this Paragraph 25, a Tie-In Endorsement. Highland Mortgagor, Theater-Restaurant Mortgagor and Assuming Party each agree to take such actions and execute such documents as shall be reasonably required by the title insurance company to permit Mortgagee to obtain the Policy(s). As a further condition to the completion of the transaction contemplated by this Agreement, the Title Company shall provide to Mortgagee an ALTA Direct Access Faculative Reinsurance Agreement with a national title insurance company, acceptable to Mortgagee, in Mortgagee's sole discretion, in an amount equal to the excess over Seven Million Dollars (\$7,000,000.00) of primary coverage retained by First American for any one Policy delivered to Mortgagee pursuant to the terms of this Paragraph 25.

26. Mortgagee Estoppel. Mortgagee represents and warrants to Assuming Party as follows:

- (a) all fees, costs and expenses which were due Mortgagee in connection with the closing of the Travelers Loan have been paid, in full, to Mortgagee, including, without limitation, the application fee, commitment fee and all other amounts due pursuant to Paragraphs 7, 8(d), 9(c), 9(f), 10 and 11 of the Commitment;
- (b) to the best of Mortgagee's knowledge, there are no sums due and owing to Mortgagee pursuant to either Section 7.25 or Section 7.26 of the Highland Mortgage;
- (c) to the best of Mortgagee's knowledge, there are no material defaults (or facts or events which, with the passage of time and the failure to cure, would constitute a material default) under either the Travelers Note, the Highland Security Documents or any affidavits, certifications, estoppels or indemnifications delivered by Highland Mortgagor to Mortgagee in connection with the closing of the Travelers Loan and which pertain to the Highland Real Estate; and
- (d) all interest due on that portion of the Travelers Note which is being assumed by Assuming Trustee pursuant to the terms of this Agreement has been paid through August 1, 1990. The monthly interest due on the Proportionate Share of Debt pursuant to the Travelers Note, as amended by this Agreement, is Sixty-Four Thousand One Hundred Sixty-Six and 67/100 Dollars (\$64,166.67).

27. Conflict. In the event of a conflict between the terms and conditions of the Highland Security Documents and/or the Theater-Restaurant Security Documents and this Agreement, this Agreement shall control.

28. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed an original and all such counterparts shall together constitute one and the same Agreement.

29. Trustees' Exculpation. This instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by AMERICAN NATIONAL

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BANK AND TRUST COMPANY OF CHICAGO are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO by reason of any of the covenants, statements, representations or warranties contained in this instrument.

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IN WITNESS WHEREOF, the parties have caused this Assumption and Modification of Loan Documents Agreement to be executed as of the day and year first above written.

AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO, as  
Trustee under Trust No.  
100677-00 as aforesaid

By: \_\_\_\_\_  
Its: \_\_\_\_\_

AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO, as  
Trustee under Trust No. 66007  
as aforesaid

By: \_\_\_\_\_  
Its: \_\_\_\_\_

T & D GENERAL PARTNERS NO. 61,  
an Illinois general partnership

By: Lefkas General Partners No.  
61, an Illinois general  
partnership, its managing  
general partner

By: Demetrios Dellaportas,  
its managing general  
partner

[illegible]

THE TRAVELERS INSURANCE  
COMPANY, a Connecticut  
Corporation

By: John J. Derby  
Its: John J. Derby, Assistant  
Secretary

By: Richard G. Griffith  
Its: Richard G. Griffith, Regional  
Vice President

AMERICAN NATIONAL BANK & TRUST  
COMPANY OF CHICAGO, as Trustee  
under Trust No. 112167-02 as  
aforesaid

By: [Signature]  
Its: ASSISTANT SECRETARY

By: \_\_\_\_\_  
Its: TRUST OFFICE

HIGHLAND SUPERSTORES, INC., a  
Michigan corporation

By:                       
Its:                      CHAIRMAN

By: Xela M... and  
Its: PRESIDENT

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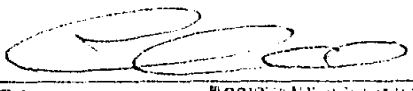
This document is the property of the American National Bank and Trust Company of Chicago. It is loaned to you for your use only and is not to be distributed or used for any other purpose. It is to be returned to the bank when no longer needed. The bank assumes no responsibility for the accuracy or completeness of the information contained herein. The bank is not a guarantor of the information contained herein. The bank is not a guarantor of the information contained herein.

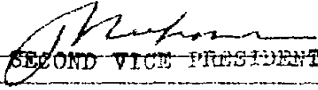
IN WITNESS WHEREOF, the parties have caused this Assumption and Modification Agreement to be executed as of the date and year first above written.

## HIGHLAND TRUSTEE:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust No. 110677-00 as aforesaid

ATTEST:

By:   
Its: ASSISTANT SECRETARY

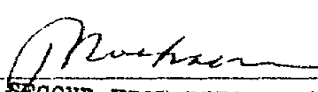
By:   
Its: SECOND VICE PRESIDENT

## THEATER-RESTAURANT TRUSTEE:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust No. 66007 as aforesaid

ATTEST:

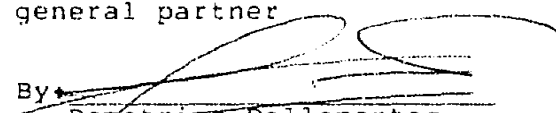
By:   
Its: ASSISTANT SECRETARY

By:   
Its: SECOND VICE PRESIDENT

## PARTNERSHIP:

T & D GENERAL PARTNERS NO. 61, an Illinois general partnership

By: Lefkas General Partners  
No. 61, an Illinois general partnership, its managing general partner

By:   
Demetrios Dellaportas,  
its managing general partner

## MORTGAGEE:

THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation

ATTEST:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## ASSUMING TRUSTEE:

AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, as Trustee under Trust No. 112167-02 as aforesaid

ATTEST:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## ASSUMING BENEFICIARY:

HIGHLAND SUPERSTORES, INC., a Michigan corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

and

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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## ASSUMING BENEFICIARY'S ACKNOWLEDGMENT

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF WAYNE )

I, KAREN WILLIGUES, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT EUGENE MONDORY, the CHAIRMAN President of HIGHLAND SUPERSTORES, INC., a Michigan corporation and IRA MONDORY, the PRESIDENT Secretary, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument as such CHAIRMAN President and PRESIDENT Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of August, 1990.

Karen Willigues  
Notary Public

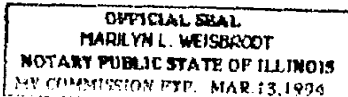
My Commission expires:  
Notary Public, Wayne County, MI  
My Commission Expires 10-19-91

## MORTGAGES'S ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

I, Marilyn L. Weisbrodt, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard G. Griffith, Vice President of THE TRAVELERS INSURANCE COMPANY, and John J. Derby, Assistant Secretary of said corporation, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16th day of August, 1990.



My Commission expires:

March 13, 1994

Marilyn L. Weisbrodt  
Notary Public Marilyn L. Weisbrodt  
Resides in: Cook County

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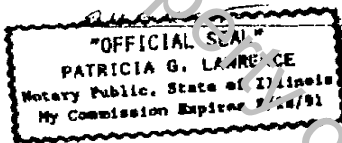
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## PARTNERSHIP ACKNOWLEDGMENT

STATE OF ILLINOIS )  
COUNTY OF C O O K )

I, PATRICIA G. LAWRENCE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Demetrios Dellaportas, personally known to me to be the managing general partner of Lefkas General Partners No. 61, an Illinois general partnership, the managing general partner of T&D General Partners No. 61, an Illinois general partnership, in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said partnership for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16 day of August, 1990.



Notary Public

My Commission Expires:

## HIGHLAND TRUSTEE ACKNOWLEDGMENT

STATE OF ILLINOIS )  
COUNTY OF C O O K ) SS

I, KULA DAVIDSON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter Johansen, SECOND VICE PRESIDENT of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and Claudio M. J. J. J., ADJUTANT SECRETARY of said bank, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and ADJUTANT SECRETARY, 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 said bank, not personally but as Trustee under Trust No. 100677-00 aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16 day of August, 1990.

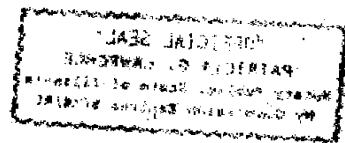
Notary Public

My Commission Expires:

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## ASSUMING TRUSTEE'S ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF C O O K )

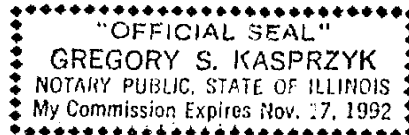
I, Gregory S. Kasprzyk, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Trust Officer, President of AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, a national banking association, and Anita M. Lurkus, Secretary of said bank, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument as such Trust Officer President and Secretary, 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 said bank, not personally but as Trustee under Trust 112167-02 aforesaid, for the uses and purposes therein set forth.

AUG 15 1990

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

Notary Public

My Commission Expires:



## THEATER-RESTAURANT TRUSTEE'S ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF C O O K )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, President of AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, a national banking association, and \_\_\_\_\_, Secretary of said bank, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ President and \_\_\_\_\_ Secretary, 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 said bank, not personally but as Trustee under Trust 66007 aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

Notary Public

My Commission Expires:

THIS DOCUMENT WAS PREPARED BY  
AND AFTER RECORDING RETURN TO:

Robert H. Shadur, Esq.  
Coffield Ungaretti Harris & Slavin  
3500 Three First National Plaza  
Chicago, Illinois 60602

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## ASSUMING TRUSTEE'S ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF C O O K )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ President of AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, a national banking association, and \_\_\_\_\_ Secretary of said bank, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument as such President and \_\_\_\_\_ Secretary, 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 said bank, not personally but as Trustee under Trust 112167-02 aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

\_\_\_\_\_  
Notary Public

My Commission Expires:

## THEATER-RESTAURANT TRUSTEE'S ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF C O O K )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ SECOND VICE PRESIDENT President of AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, a national banking association, and \_\_\_\_\_ Claire Rosati Foley ASSISTANT SECRETARY Secretary of said bank, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ SECOND VICE PRESIDENT President and \_\_\_\_\_ Secretary, 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 said bank, not personally but as Trustee under Trust 66007 aforesaid, for the uses and purposes therein set forth.

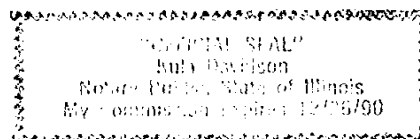
Given under my hand and Notarial Seal this AUG 16 1990 day of \_\_\_\_\_, 1990.

\_\_\_\_\_  
Notary Public

My Commission Expires:

THIS DOCUMENT WAS PREPARED BY  
AND AFTER RECORDING RETURN TO:

Robert H. Shadur, Esq.  
Coffield Ungaretti Harris & Slavin  
3500 Three First National Plaza  
Chicago, Illinois 60602



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## LIST OF EXHIBITS

- A. Legal Description of Highland Real Estate
- B. Legal Description of Theater-Restaurant Real Estate
- C. Indemnification Certification
- D. Permitted Exceptions: Highland Real Estate
- E. Permitted Exceptions: Theater-Restaurant Real Estate

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## EXHIBIT A

### LEGAL DESCRIPTION OF HIGHLAND REAL ESTATE

#### PARCEL 1:

Lots 1 and 2 in the Landings Phase II, being a subdivision of part of the West 1/2 of Section 19, Township 36 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded July 7, 1987 as Document 87,372,563.

Permanent Tax Numbers:  
Volume: 225

30-19-302-001  
30-19-302-002

Common Address: North of 170th Street and east of  
the Commonwealth Edison power lines  
Lansing, Illinois

90411693

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## EXHIBIT B

### THEATER-RESTAURANT LEGAL DESCRIPTION

#### PARCEL 2:

Lots 1 and 2 in the Landings Phase III, being a subdivision of part of the West 1/2 of Section 19, Township 36 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded June 6, 1988 as Document 88243895.

#### PARCEL 3:

Easement for the benefit of Parcel 2, as created and defined in that certain Tri-Party Easement and Other Agreement dated June 6, 1988 and recorded June 9, 1988 as Document No. 88251969, as amended by Amendment thereto dated June 7, 1988, and recorded June 24, 1988, as Document No. 88279650, for parking, pedestrian and vehicular passage to and from Parcel 2 and construction and maintenance permitted or required pursuant to the Agreement, over and across that part of the following described real estate designated on the Site Plan attached as Exhibit C to said Agreement:

Lot 3 in the Landings Phase III, being a subdivision of part of the West 1/2 of Section 19, Township 36 North, Range 15, East of the Third Principal Meridian in Cook County, Illinois, according to the Plat thereof recorded June 6, 1988 as Document 88243895.

Permanent Tax Numbers:  
Volume: 225

30-19-300-034  
30-19-300-035  
30-19-300-036

Common Address: North of 170th Street and West of  
the Commonwealth Edison power lines  
Lansing, Illinois

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## EXHIBIT C

LOAN NO. 204730-6

### AFFIDAVIT AND AGREEMENT OF INDEMNIFICATION

Mortgagor hereby represents and warrants to Mortgagee the following:

- (i) The Mortgagor's U.S. Taxpayer Identification Number is \_\_\_\_\_.
- (ii) The business address of Mortgagor is \_\_\_\_\_.
- (iii) Mortgagor is not a "foreign person" within the meaning of Internal Revenue Code ("Code") Sections 1445 and 7701 (i.e., Mortgagor is not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and Regulation promulgated thereunder).

Mortgagor does hereby indemnify and hold Mortgagee, Mortgagee's agents and Mortgagor's agents harmless of, from and against any and all loss, liability, costs, damages, claims or causes of action which may arise or be incurred by Mortgagee, Mortgagee's agents or Mortgagor's agents by reason of any representation or warranty made herein not being true and correct in all respects when made, including but not limited to any liability for Mortgagee's failure to withhold any amount required under Code Section 1445 in the event of foreclosure or other transfer of the Mortgaged Premises.

\_\_\_\_\_  
\_\_\_\_\_

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## EXHIBIT D

### PERMITTED EXCEPTIONS: HIGHLAND REAL ESTATE

1. GENERAL TAXES NOT YET DUE OR PAYABLE.
2. TRUST DEED DATED OCTOBER 8, 1987 AND RECORDED OCTOBER 15, 1987 AS DOCUMENT NUMBER 87559525, MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE, UNDER TRUST AGREEMENT DATED AUGUST 20, 1986 AND KNOWN AS TRUST NUMBER 100677-00, TO CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE, TO SECURE AN INDEBTEDNESS OF \$1,200,000.00.
3. ASSIGNMENT OF RENTS DATED OCTOBER 8, 1987 AND RECORDED OCTOBER 15, 1987 AS DOCUMENT NUMBER 87559526, MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE, UNDER TRUST AGREEMENT DATED AUGUST 20, 1986 AND KNOWN AS TRUST NUMBER 100677-00, TO CHICAGO TITLE AND TRUST COMPANY.
4. LEASEHOLD INTEREST OF HIGHLAND SUPERSTORES, INC., UNDER AND BY VIRTUE OF LEASE RECORDED OCTOBER 15, 1987 AS DOCUMENT NUMBER 87559527, DEMISING SUBJECT LAND FOR A PERIOD OF 20 YEARS, AND OF ALL PERSONS CLAIMING THEREUNDER, IF ANY.
5. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT DATED JUNE 27, 1988 AND RECORDED JULY 5, 1988 AS DOCUMENT NUMBER 88292365, MADE BY AND BETWEEN THE TRAVELERS INSURANCE COMPANY, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 100677-00 AND HIGHLAND SUPERSTORES, INC.
6. EASEMENTS FOR PUBLIC UTILITIES AND DRAINAGE OVER, UPON AND UNDER THE WEST 10 FEET OF THE LAND AS SHOWN ON THE PLAT OF SUBDIVISION.
7. RIGHTS OF THE UNITED STATES OF AMERICA, STATE OF ILLINOIS, THE MUNICIPALITY AND THE PUBLIC IN AND TO THAT PART OF THE LAND LYING WITHIN THE BED OF THE LITTLE CALUMET RIVER.
8. RIGHTS OF THE OWNERS OF LAND BORDERING ON THE LITTLE CALUMET RIVER TO THE UNINTERRUPTED FLOW OF THE WATER.

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## EXHIBIT E

### PERMITTED EXCEPTIONS: THEATER-RESTAURANT REAL ESTATE

1. GENERAL TAXES NOT YET DUE OR PAYABLE.
2. LEASEHOLD INTEREST OF RIVER RUN THEATRES, INC. (FORMERLY KNOWN AS LANDINGS THEATRES, INC.), UNDER AND BY VIRTUE OF LEASE RECORDED AS DOCUMENT NUMBER 88508089, DEMISING SUBJECT LAND FOR A PERIOD BEGINNING JULY 29, 1988 AND ENDING JULY 31, 2008, AND OF ALL PERSONS CLAIMING THEREUNDER, IF ANY.

NOTE: THE AFORESAID LEASE CONTAINS 4 OPTIONS TO RENEW FOR PERIODS OF 5 YEARS.

NOTE: SAID LEASEHOLD INTEREST WAS ASSIGNED TO LOEWS CHICAGO CINEMAS, INC., BY DOCUMENT NUMBER 88508090.

(AFFECTS LOT 2)

3. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT DATED JUNE 8, 1988 AND RECORDED JULY 5, 1988 AS DOCUMENT NUMBER 88508091, MADE BY AND BETWEEN THE TRAVELERS INSURANCE COMPANY AND LANDINGS THEATRES, INC.
4. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT DATED JUNE 8, 1988 AND RECORDED JULY 5, 1988 AS DOCUMENT NUMBER 88292364, MADE BY AND BETWEEN THE TRAVELERS INSURANCE COMPANY AND LANDINGS THEATRES, INC.
5. LEASEHOLD INTEREST OF CREATIVE DINING DIVISION OF GENERAL MILLS RESTAURANT GROUP, INC., UNDER AND BY VIRTUE OF LEASE RECORDED AS DOCUMENT NUMBER 89117961, DEMISING SUBJECT LAND FOR A PERIOD BEGINNING JUNE 20, 1988 AND ENDING JUNE 19, 1988, AND OF ALL PERSONS CLAIMING THEREUNDER, IF ANY.
6. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT DATED JUNE 8, 1988 AND RECORDED JULY 5, 1988 AS DOCUMENT NUMBER 88292363, MADE BY AND BETWEEN THE TRAVELERS INSURANCE COMPANY AND CREATIVE DINING DIVISION OF GENERAL MILLS RESTAURANTS, INC.
7. TRI-PARTY EASEMENT AND OTHER AGREEMENT DATED JUNE 30, 1988 AND RECORDED SEPTEMBER 8, 1988 AS DOCUMENT NUMBER 88409048, MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 66007, GENERAL MILLS RESTAURANTS, INC. AND LANDINGS THEATRES, INC., FOR PURPOSES OF ERECTING AND MAINTAINING A SIGN, TO USE THE PARKING AREAS AND DRIVEWAYS FOR PURPOSES OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS OVER LOT 1 FOR THE BENEFIT OF LOT 2.
8. EASEMENTS IN FAVOR OF THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO, FOR A TUNNEL SYSTEM OVER, UPON AND UNDER THE LAND AS CONTAINED IN DOCUMENT RECORDED AS NUMBER 26739188.
9. TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMENT DESCRIBED AS PARCEL 2 CONTAINED IN THE INSTRUMENT CREATING SUCH EASEMENT.
10. RIGHTS OF THE ADJOINING OWNER AND OWNERS TO THE CONCURRENT USE OF THE EASEMENT DESCRIBED AS PARCEL 2.

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