### JUNIOR MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS JUNIOR MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREE-MENT (the "Mortgage") is made at Chicago, Illinois as of this The day of Color 1990, by and between FRANK KAMBEROS AND CHRIST KAMBEROS having an office at 3460 N. Broadway, Chicago, Illinois (whether one or more, "Mortgagor"), and CERTIFIED GROCERS MIDWEST, INC., an Illinois corporation, having its principal office at One Certified Drive, in Hodgkins, Cook County, Illinois ("Mortgagee").

### RECITALS:

- A. Pro Mortgage is made to induce Mortgagee to extend a credit enhancement (the "Credit Enhancement") for Treasure Island Foods, Inc. ("Treasure Island") pursuant to an Application for Credit Enhancement dated October 8, 1990 executed by Treasure Island, Mortgager and Mortgagee (the "Credit Enhancement Agreement"). Pursuant to the Credit Enhancement Agreement, Mortgagee has agreed (i) to assume certain obligations of Treasure Island and to lease certain real and personal property comprising a retail grocery storpin Carriage Way Shopping Center, Lake Bluff, Illinois (the "Store Premises and Equipment"); and (ii) to sublease the Store Premises and Equipment to Treasure Island, at Lot forth in the Sublease of even date herewith between Treasure Island and Mortgager (the "Sublease").
- B. As a condition to making the Credit Enhancement, Mortgagoo has required Mortgagor to execute and deliver a Guaranty of Sublease of even date herewith guaranteeing the obligations of Treasure (mand under the Sublease and a separate Guaranty of Equipment Lease of even date herewith guaranteeing the obligations of Treasure Island under a separate sublease for the Equipment (collectively, the "Guaranty") and to execute and deliver this Mortgago.
- C. Mortgagor are shareholders and officers of Treasure Island and as such will benefit from the Credit Enhancement.
- D. The obligations under the Guaranty are for the payment of Six Million Dollars (\$6,000,000,00) in rolts, plus additional amounts for percentage rolts and other advances and interest thereon. The obligations under the Guaranty are payable in full on or before December 31, 2005.

#### AGREEMENTS:

NOW, THEREFORE, for the purpose of inducing Mortgagee to make the Credit Enhancement and to secure the payment of all sums which may be due at any time under this Mortgage or the Guaranty and the performance of the covenants and agreements herein contained to be performed by Mortgager, Mortgager hereby mortgages, conveys and warrants unto Mortgagee, its successors and assigns, the following described real estate situated in the County of Cook and State of Illinois, to wit:

See Exhibit A attached heroto and incorporated heroin by this reference.

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TOGETHER with all buildings, improvements, tenements, easements, fixtures and appurtenances belonging thereto, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controiled), and ventilation, including, without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, awnings, stoves, water heaters, built-in ovens, washers, dryers and disposal units. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises shall be considered as constituting part of the real estate, and all of which together with the real estate are hereinafter sometimes referred to as the "premises" or the "mortgaged property. The premises includes a unit in, together with an undivided interest in the Common elements of, a condominium project known as Parkview Condominium (the "Condominium Project"). If the owners association or other entity which acts for the Condominium project (the "Owners Association") holds title to property for the benefit or use of its mercoers or shareholders, the premises also includes Mortgagor's interest in the Owners Association and the uses, proceeds and benefits of Mortgagor's interest.

TO HAVE AND TO HOLD the mortgaged property unto Mortgagee, its successors and assigns, forever for the purposes and uses herein set forth, hereby releasing and waiving all rights of Mortgager ender and by virtue of all applicable homestead exemption, valuation and appraisement laws in respect to the premises hereby conveyed.

Mortgagor covenants and agrees to the following:

- 1. Mortgagor shall (i) pay all indebtedness secured hereby when due; and (ii) punctually perform and observe all of the requirements of the Guaranty and this Mortgage. The terms and provisions of the Guaranty are hereby incorporated herein by this reference as fully and with the same effect as if set forth herein at length.
- Mortgagor shall (i) promptly repair, restore or rebuild any buildings or improvements now or hereafter constituting part of the premises which may become damaged or be destroyed; (ii) keep the premises in good condition and repair, without waste, and free from mechanics or other liens or claims for liens not expressly subordinated to the lien hereof other than the Senior Mortgage (as de ined in Section 34); (iii) pay, when due, any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and, upon request, exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee when the same has been discharged: (iv) complete, within a reasonable time, any building or buildings or other improvements now or at any time in process of erection upon the above described real estate: (v) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (vi) make no material alterations or additions to the premises except as required by law or municipal ordinance or as consented to in writing by Mortgagee, but in no event suffer or permit any removal or demolition of any part of the premises, nor suffer or permit the premises to be abandoned or to be used for a purpose other than for which the premises are presently used or represented to Mortgagee to be used; (vii) appear in and defend any proceedings which, in the reasonable opinion of Mortgagee, impair the security afforded hereby; (viii) refrain from any action and correct any condition within the premises and the control of Mortgagee which would

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increase the risk or other hazard to the premises; (ix) comply with any restriction of record with respect to the premises and the use thereof and observe and comply with any condition necessary to preserve and extend any and all rights, licenses, permits (including, without limitation, zoning ordinances, special exceptions and nonconforming uses), privileges and concessions which are applicable to the premises or its use and occupancy; and (x) cause the premises to be managed in a competent and professional manner.

- At the request of Mortgagee after the default of Mortgagor, the first business day of each month at any time and from time to time. Mortgagor agrees to deposit with Mortgagee until the indebtedness secured hereby shall have been fully paid, an amount equal to the amount reasonably estimated by Mortgageo to be annually payable with regard to the premises, for real estate taxes, special assessment levies, property insurance premiums plus an amount equal to the theretofore accrued unpaid obligation for such taxes, assessments and premiums as estimated by Mortgagee in respect to which deposits have not been made; provided that Mortgagee shall not require any such deposits from Mortgagor as long as Mortgagor is depositing such amounts with any other mortgaged whose tien with respect to the premises is superior to the lien of this Mortgage and Mortgago: ticnishes adequate evidence thereof to Mortgagee. Said sums shall be held by Mortgages, without any allowance or payment of interest, for application for payment of taxes, special assessment levies and insurance premiums when due. Mortgagor further agrees to deposit, within ten (10) days after receipt of demand therefor, any deficiency in the aggregate of such monthly deposits, in the event the tax, special assessment levies or insurance bills when issued, shall be in excess of the aggregate of such deposit being held for payment of such charge. All such deposits are pledged as additional security for payment of the indebtedness secured hereby and Mortgagee shall make such payments on a timely basis, to the extent of such deposit and provided, however, in the event of a default in any of the provisions contained in this Mortgage or in the Guaranty not timely cured, at the option of Mortgagee, Mortgagee may, without being required to do so, apply any monies at the time on deposit to payment, in whole or in part, of any of Mortgagor's obligations herein or in the Guaranty contained in such order and manner as Mortgagee may elect. Mortgagee shall be under no obligation to obtain the tax, special assessment levies or insurance this or to ascertain the correctness thereof, nor shall Mortgagee be obligated to attend to the payment thereof, except on timely presentation of such bills; provided, however, Mongagee may make payments authorized in this Mortgage relating to taxes or assessments of Insurance bills according to any bill, statement or estimate which it may elect to procure from the appropriate public office or company, as the case may be, without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, side, forfeiture, tax lien or title or claim thereof. Mortgagor shall pay, before any penaity attaches, all taxes, assessments, water charges, sewer charges and other charges against the premises, for which sums as aforesald are not deposited with Mortgagee,
- 4. In the event of the enactment of any law deducting from the value of the premises any mortgage lien thereon, or imposing upon Mortgagee the payment of all or part of the taxes, charges or assessments previously paid by Mortgagor pursuant to this Mortgage, or changing the law relating to the taxation of mortgages, debts secured by mortgages or Mortgagee's interest in the premises so as to impose new incidents of tax on Mortgagee, then Mortgagor shall pay such taxes or assessments or shall reimburse Mortgagee therefor.

- Until all unpaid indebtedness secured hereby is fully paid (or in case of foreclosure, until the expiration of the period of redemption, if any) Mortgagor shall keep the buildings and improvements now or hereafter constituting part of the premises insured in an amount satisfactory to Mortgagee (but Mortgagee shall not require an amount exceeding the full insurable value of such buildings and improvements) against damage by fire, lightening and risks covered by the so-called "Extended Coverage" endorsement together with "vandalism and malicious mischief"and "sprinkler leakage" endorsements, or by the so-called "all perlis" endorsement and such other risks as Mortgagee may reasonably require. Mortgagor shall also maintain comprehensive general public liability insurance against bodily injury and property damage in any way arising in connection with the premises with such limits as Mortgagee may reasonably require and in any event not less than \$1,000,000.00 single limit coverage. Mortgagor further agrees to maintain in full force and effect such other insurance as Mortgagee may re-senably require, including any required flood insurance, in such amounts as shall be adequate to protect the mortgaged property, and in companies approved by Mortgaged during said period or periods which approval shall not be unreasonably withheld or delayed, and each shall contain the standard mortgage clause making all sums recoverable upon said policies payable to Mortgagee subject to the requirements of the Senior Mortgage: Acceptance by Mortgagee of an insurance policy deposited by Mortgagor or the purchase of insurance by Mortgagee upon Mortgagor's failure so to do, will not of itself, constitute an admission that the building and improvement portions of the premises are fully, adequately or properly insured. Mortgagor covenants to sign upon demand, or Mortgagee may sign or endorse in Mortgagor's behalf, all necessary proofs of loss, receipts, releases, and other papers required of Mortgagor to be signed by the insurance companies. If Mortgager is not in default, then Mortgagor shall have the right to use such proceeds of insurance for restoration of the premises. If Mortgagor is in default, at the option of Mortgageo, alter part of the proceeds of any such insurance may be applied either to the restoration of the premises or to the reduction of the indebtodness secured horeby. In the overt the premises are restored, Mortgageo may pay the insurance proceeds in accordance with construction loan payment procedures prescribed or approved by Mortgagee or as otherwise required by the Senior Mortgage.
- 6. If the premises, or any part thereof, shall be taken by condemnation or eminent domain, Mortgageo is hereby empowered to collect and receive all compensation which may be paid for any mortgaged property taken or for damages to any mortgaged property not taken. If Mortgagor is not in default, then Mortgagor shall have the right to use such compensation for restoration and any compensation not used for restoration shall be applied to any indebtedness secured hereby then owing. If Mortgagor is in default, all condemnation money so received shall be for nwith applied by Mortgagee, as it may elect, to the immediate reduction of the indebtedness secured hereby or to the repair and restoration of any mortgaged property so damaged, upon the same conditions and with the same effect as provided in paragraph 5 with reference to the application of insurance moneys recovered by Mortgagee.
- 7. Upon default of Mortgagor to pay or perform any agreement herein, Mortgagoe may, but need not, make any payment or perform any act required by Mortgagor in this Mortgage in any form and manner deemed expedient, and, in any event, may, but need not make full or partial payments of 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 regarding the premises or contest any tax or assessment. If any part of the indebtedness secured hereby is used

directly or indirectly to satisfy, in whole or in part, any prior encumbrance upon the premises or any part thereof, then Mortgagee shall be subrogated to the rights of the holder thereof in and to such other encumbrance and any security held by such holder, and shall have the benefit of the priority of the same. All monles paid for any of the purposes herein authorized or by reason of the failure of Mortgagor to perform the covenants in this Mortgage contained, and all expenses paid or incurred in connection therewith, including, without limitation, attorneys' fees, and any other monles advanced by Mortgagee to protect the premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the default rate stated in the Sublease. Without limiting in any way the generality of the foregoing, all expenditures and expenses when paid or incurred by Mortgagee in connection with (i) any proceeding, including, without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be party, either as plaintiff, claimant, or defendant by reason of this Mortgage or any indebteuness secured hereby; or (ii) preparations for the commencement of any suit for the forcebsure hereof after accrual of such right to foreclose, whether or not actually commenced or (iii) preparations for the defense of any threatened suit or proceedings which might affect the premises or the security hereof; or (iv) enforcement in any way of the provisions of the Guaranty or of this Mortgage, shall become so much additional indebtedness secured hereby and payable on demand and with interest as aforesaid. Any such action of Montgagee shall never be considered as a waiver of any right accruing to it on account coanv default on the part of Mortgagor under the Guaranty or this Mortgage. Each right, powel or remedy herein conferred upon Mortgagee is cumulative with every other right of Mortgagee whether herein or by law or equity conferred.

- 8. Mortgagor shall comply with and observe Mortgagor's obligations as land-lord under all leases of the premises of any part hereof. Mortgagor, at Mortgagoe's request, shall furnish Mortgagoe with copies of all leases now existing or hereafter made letting all or any part of the premises, and all leases for a term in excess of one (1) year now or hereafter entered into will be in form and substance subject to the approval of Mortgagoe. Mortgagor shall not, without Mortgagoe's written consent, execute, modify, surrender or terminate (except in the even) of default of such tenant), either orally or in writing, any lease now existing or hereafter made letting all or part of the premises providing for a term of one (1) year or more, permit an assignment or sublease (if Mortgagor has the right to arbitrarily withhold consent) of such a lease without Mortgagoe's written consent, or request or consent to the subordination of any lease letting all or any part of the premises to any tien subordinate to this Mortgago. Upon Mortgagoe's request, Mortgagor shall assign to Mortgagoe as additional security all leases now existing or hereafter made letting all or any part of the premises.
- 9. As part of the consideration for the indebtedness evidenced by the Sublease, Mortgagor hereby absolutely and unconditionally assigns and transfers to Mortgagee the rents and revenues of the premises, including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the premises, subject to the Senior Loan Documents. Mortgagor hereby authorizes Mortgagee or Mortgagoe's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the premises to pay such rents to Mortgageo or Mortgagee's agents; provided, however, that prior to written notice given by Mortgageo to Mortgagor of the breach by Mortgagor of any covenant or agreement of Mortgagor in this Mortgagee, Mortgagor shall collect and receive all rents and revenues of the

premises as trustee for the benefit of Mortgagee and Mortgagor, to apply the rents and revenues so collected to the sums secured by this Mortgage with the balance, so long as no such breach has occurred, to the account of Mortgagor. Mortgagor agrees that each tenant of the premises shall pay such rents to Mortgagee or Mortgagee's agents on Mortgagee's written demand therefor without liability on the part of said tenant to inquire further as to the existence of a default by Mortgagor. Mortgagor hereby covenants that Mortgagor has not executed any prior assignment of said rents other than the Senior Loan Documents, that Mortgagor has not performed, and will not perform any acts or has not executed, and will not execute, any instruments which would prevent Mortgagee from exercising its rights under this paragraph, and that at the time of execution of this Mortgage there has been no anticipation or prepayment of any of the rents of the premises for more than one month prior to the due date of such rent. Mortgagor further covenants that Mortgagor will not hereafter collect or accept payment of any rents of the premises more than one month prior to the due date of such rent. If the rents of the premises are not sufficient to meet the costs of taking control of and managing the premises and collecting the rents, any funds expended by Mortgagee for surn purposes shall become indebtedness of Mortgagor to Mortgagee secured by this Mortgage, payable upon demand and shall bear interest from the date of disbursement at the default rate stated in the Sublease. The entering upon and taking and maintaining of control of the premises by Mortgagee or a receiver and the application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Mortgagee hereunder. Upon release of this Mortgage, this assignment of rents of the pram'ses shall terminate.

- Mortgagor shall pay or cause to be paid each item of indebtedness herein and as guaranteed by the Guaranty 24 amounts and interest when due according to the terms hereof. At the option of Mortgages, and without notice to or demand upon Mortgagor, all unpaid indebtedness secured by this Mortgage shall become due and payable, notwithstanding anything in the Guaranty, this Mortgage or any other document or instrument evidencing, securing or guarantering the indebtedness secured heroby to the contrary, (i) upon default in making payment of rents as guaranteed by the Guaranty or in the payment of any other indebtedness arising under the Guaranty or this Mortgage; or (ii) thirty (30) days after notice of default in the performance of any other agreement of Mortgagor herein contained and if such default is not capable of being cured within such thirty (30) day period, such longer period as reasonably necessary to cure such default so long as Mortgagor has commenced and is diligently prosecuting the cure of such default; or (iii) upon any other default specified in the Guaranty or any other document or instrument securing the Guaranty not timely cured, or (iv) upon default by Mortgagor under any other mortgage or trust deed encumbering the premises, not timely cured.
- ness secured hereby shall voluntarily file a petition under the Federal Bankruptcy Code or under any state bankruptcy or insolvency law or an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if Mortgagor or any other person liable for the payment of the indebtedness secured hereby shall fall to obtain a vacation or stay of involuntary proceedings brought for the reorganization, dissolution or liquidation of Mortgagor or such other person and such proceeding is not dismissed within sixty (60) days of commencement thereof, or if Mortgagor or any other person liable for the payment of the indebtedness hereby secured shall be adjudged a bankrupt, or if a trustee or receiver shall be appointed for Mortgagor or such other person or its

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or their property, or if Mortgagor or any other person liable for the payment of the indebtedness secured hereby shall make an assignment for the benefit of its creditors, then all of the sums secured by this Mortgage shall forthwith be and become immediately due and payable without prior notice to Mortgagor.

- When the indebtedness secured hereby shall become due, whether by 12. acceleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof in accordance with the Illinois Mortgage Foreclosure Act, Ill. Rev. Stat. ch. 110, para. 15-1101 of seq. (1987) (the "Act") and to exercise any other remedies of Mortgageo provided in the Guaranty, this Mortgage, the Sublease or which Mortgagee may have at law, at equity or otherwise. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness secured hereby in the decree of sale, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree the true conditions of the title to or the value of the premises, and any other expenses and expenditures which may be said or incurred by or on behalf of Mortgagee and permitted by the Act to be included in such decree. All expenditures and expenses of the nature mentioned in this paragraph, and such other expenses and fees as may be incurred in the protection of the premises (in) rents and income therefrom and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgages in any litigation or proceedings affecting this Mortgage, the Guaranty or the premises. including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings shall be so much additional indebtedness secured hereby and shall be immediately due and payable by Mortgagor, with interest thereon at the default rate stated in the Sublease until paid.
- When the indebtedness secured hereby shall become due, whether by acceleration or otherwise, or if Mortgagee has a right to listitute foreclosure proceedlngs, Mortgagor shall, forthwith upon demand of Mortgagee, surrender to Mortgagee, and Mortgagee shall be entitled to be placed in possession de the premises as provided in the Act, and Mortgagee, in its discretion and pursuant to court order, may enter upon and take and maintain possession of all or any part of the premises, together with all documents, books, records, papers, and accounts of Mortgagor or the then owner of the premises relating thereto, and may exclude Mortgagor, such owner, and any agents and servants thereof wholly therefrom and may, on behalf of Mortgagor or such owner, or in its own name as Mortgagee and under the powers herein granted: (i) hold operate, manage, and control all or any part of the premises and conduct the business. If any, thereof, either personally or by its agents, with full power to use such measures, legal or equitable, as Mortgagee may deem necessary to enforce the payment or security of the rents, issues, deposits, profits, and avails of the premises, including without limitation actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to Mortgagor; (ii) cancel or terminate any lease or sublease of all or any part of the premises for any cause or on any ground that would entitle Mortgagor to cancel the same; (iii) elect to disaffirm any lease or sublease of all or any part of the premises made subsequent to this Mortgage without Mortgagee's prior written consent; (Iv) issue a deed to a purchaser at a foreclosure sale and extend or modify any

then existing leases and make new leases of all or any part of the premises, which extensions, modifications, and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein. shall be binding upon Mortgagor, all persons whose interests in the premises are subject to the lien hereof, and the purchaser at any foreclosure sale, notwithstanding any redemption from sale, reinstatement, discharge of the indebtedness secured hereby, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any such purchaser; (v) make all necessary or proper repairs, decoration renewals, replacements, alterations, additions, betterments, and improvements in connection with the premises as may seem judicious to Mortgagee, to insure and reinsure the premises and all risks incidental to Mortgagee's possession, operation, and management thereof, and to receive all rents, issues, deposits, profits, and avails therefrom; and (vi) apply the net income, after allowing a reasonable fee for the collection thereof and for the management of the premises, to the payment of taxes or assessments, insurance premiums and other charges applicable to the premises, or in reduction of the indebtedness secured hereby in such order and manner as Mortgagee shall select. Without limiting the generality of the foregoing, Mortgagee shall have all power, authority and duties as provided in the act. Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the premises.

Upon the filing of a complaint to foreclose this Mortgage or at any time thereafter, the court in which such complaint is filed may appoint upon petition of Mortgagee, and at Mortgagee's solo option, a receiver of the premises pursuant to the Act. Such appointment may be much either before or after sale, without notice, without regard to solvency or insolvency of Mortgagor at the time of application for such receiver, and without regard to the thin value of the premises or whether the same shall be then occupied as a homestead of not; and Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have all powers and duties prescribed by the Act, including the power to make leases to be binding upon all parties, including Mortgagor, the purchaser at a sale pursuant to a judgment of forcelosure and any person acquiring an interest in the premises after entry of a judgment of foreclosure, all as provided in the Act. In addition, such receiver shall also have the power to extend or modify anythen existing leases, which extensions and modifications may provide for terms to expire, or for options to lessees to extend or renew terms to expire, and beyond the date the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other provisions to be contained therein, shall be binding on Mortgagor and all the persons whose interest in the premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption, reinstatement, discharge of the indebtedness secured hereby. satisfaction of any foreclosure judgment, or issuance of any certificate of suc or deed to any purchaser. In addition, such receiver shall have the power to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit and, in ease of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collection of such rents, issues and profits, and such receiver 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 premises during the whole of said period. The court may,

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from time to time, authorize the receiver to apply the net income from the premises in payment in whole or in part of: (i) the indebtedness secured hereby or the indebtedness secured by a decree foreclosing this Mortgage, or any tax, special assessment, or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; or (ii) the deficiency in case of a sale and deficiency.

- to the extent otherwise required by the Act, the proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, all items which under the terms hereof constitute indebtedness secured hereby additional to the rents and interest under the Sublease in such order as Mortgagee shall elect with interest thereon as herein provided; and second, all amounts and interest remaining unpaid on the Guaranty in such order as Mortgagee shall elect; and tasity any surplus to Mortgagor and its successors and assigns, as their rights may appear.
- 16. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy, if not applied in rebuilding or restoring the premises, as aforestid, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. The foreclosure decree may provide that the mortgagee's clause attached to each of the casualty insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said casualty insurance policies making the loss thereunder payable to said decree creditors. In the event of foreclosure said. Mortgagee may, without the consent of Mortgagor, assign any insurance policies to the our haser at the sale, or take such other steps as Mortgagee may deem advisable to protect the interest of such purchaser.
- To the full extent permitted b) law, Mortgagor agrees that It will not at any time or in any manner whatsoever take any advantage of any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force. nor take any advantage of any law now or hereafter in force providing for the valuation or appraisement of the premises, or any part thereof, prior to any sale thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or claim or exercise any rights under any statute now or hereafter in force to redeem the property or any profit thereof, or relating to the marshalling thereof, on foreclosure sale or other enforcement hereof. To the full extent permitted by law, Mortgagor hereby expressly waives any and all rights it may have to require that the premises be sold as separate tracts or units in the event of foreclosure. To the full extent permitted by law, Mortgagor hereby expressly waives any and all rights to redemption under the Act, on its own behalf, on benulf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgagor and on behalf of each and every person acquiring any interest in or title to the premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Mortgagor and such other persons, are and shall be deemed to be hereby waived to the full extent permitted by applicable law. To the full extent permitted by law, Mortgagor agrees that it will not, by invoking or utilizing any applicable law or laws or otherwise, hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Mortgagee, but will permit the exercise of every such right, power and remedy as though no such law or laws have been or will have been made or enacted. To the full extent permitted by law, Mortgagee hereby

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agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon the Sublease. If the Mortgagor is a trustee, Mortgagor represents that the provisions of this paragraph 17 (including the waiver of redemption rights) were made at the express direction of Mortgagor's beneficiaries and the persons having the power of direction over Mortgagor and are made on behalf of the trust estate of Mortgagor and all beneficiaries of Mortgagor, as well as all other persons named above. Mortgagor acknowledges that the premises do not constitute agricultural real estate as defined in Section 15-1201 of the Act or residential real estate as defined in Section 15-1219 of the Act.

- This Mortgage is further intended to be a security agreement and a financing statement pursuant to the Illinois Uniform Commercial Code (the "Code") with respect to all sums at any time on deposit for the benefit of Mortgagor or held by Mortgages (whether deposited by or on behalf of Mortgagor or anyone else) pursuant to the provisions of this Mortgage and with respect to any personal property specified above as part of the premises (the "Collateral") which, under applicable law, may be subject to a security interest pursuant to the Code, and Mortgagor hereby grants Mortgagee a security interest in the Collateral. This is intended to be a financing statement within the purview of Section 9-402(6) of the Code with respect to the Collateral. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are set forth in paragraph 28. This Mortgage is to be filed for record with the Recorder of Deeds of the county or countles where the premises are located. Mortgagor agrees to execute and deliver such additional financing statements covering said goods from time to time and in such form as Mortgagee may reasonably require to perfect a security interest with respect to said goods from time to time and in such form as Mortgagee may reasonably require to perfect a security interest with respect to the Collateral. Mortgagor shall pay all costs and expenses of any record searches for financing statements Mortgagee may reasonably require. Without the prior written consent of Mortgagee, Mortgagor shall not create or suffer to be created pulsiant to the Code any other security interest in the Collateral, including replacements and additions thereto. Upon Mortgagor's breach of any covenant or agreement of Mortgage; contained in this Mortgage, including the covenants to pay when due all sums secured by this Mortgage, Mortgagee shall have the remedies of a secured party under the Code. Any requirements of the Code for reasonable notice of an intended sale or disposition shall be met if such notice is given in accordance with paragraph 28 hereof at least five (5) days prior to the date of such intended sale or other disposition.
- 19. Mortgagor agrees to comply with the covenants and conditions of the Application for Credit Enhancement, which is hereby incorporated by reference in and made a part of this Mortgage. All advances made by Mortgagee pursuent to the Application for Credit Enhancement shall be indebtedness of Mortgagor secured by this Mortgage. In case of breach by Mortgagor of the covenants and conditions of the Application for Credit Enhancement, Mortgagee, at Mortgagee's option, with or without entry upon the premises, (i) may invoke any of the rights or remedies provided in the Application for Credit Enhancement, (ii) may accelerate the sums secured by this Mortgage, or (iii) may do both of the actions described in (i) and (ii).
- 20. Mortgagor represents that it is currently in compliance with, and covenants and agrees that, it will manage and operate the premises and will cause each tenant to occupy its demised portion of the premises in compliance with, all federal, state and local laws, rules, regulations and ordinances regulating, without limitation, air

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pollution, soil and water pollution, and the use, generation, storage, handling or disposal of hazardous or toxic substances or other materials (including, without limitation, raw materials, products, supplies or wastes) and common law doctrines of nulsance and waste. Mortgagor (urther covenants and agrees that it shall not install or permit to be installed in the premises asbestos or any substance containing asbestos or any other materials or substances deemed hazardous by or in violation of federal, state or local laws, rules, regulations or orders respecting such material. Mortgagor shall send to Mortgagee within five (5) days of receipt or completion thereof, any report, citation, notice or other writing including, without limitation, hazardous waste disposal manitests, by, to, or from any governmental or quasi-governmental authority empowered to regulate or oversee any of the foregoing activities. Mortgagor shall remove from the premises and dispose of any such hazardous or toxic substances or other materials generated, released or stored attributable to Mortgagor in a manner consistent with and in compliance with applicable laws, rules, regulations and ordinances and shall take any and all other action to remedy, rectify, rehabilitate and correct any violation of any applicable law, rule, regulation or ordinance concerning toxic or hazardous substances or any violation of any agreement entered into between Mortgagor, Mortgagoe and/or any third party with respect to hazardous or toxic materials. Mortgagor agrees to indemnify, defend with counsel reasonably acceptable to Mortgagee (at Mortgagor's solo east), and hold Mortgagee harmless against any claim, response or other costs, damages, liability or demand (including without limitation reasonable attorney fees and costs incurred by Mortgagee) arising out of any claimed violation by Mortgagor of any of the foregoing laws, regulations or ordinances or breach of any of the foregoing covenants or agreements. The foregoing indemnity shall survive repayment of the indebtedness secured hereby.

- 21. At all times this Mortgige secures as part of the indebtedness secured hereby the payment of all service charges, attorneys' fees, expenses and advances due to or incurred by Mortgagee in connection with the indebtedness secured hereby, provided, however, that in no event shall the total amount of the indebtedness secured hereby, including loan proceeds disbursed plus any additional charges, exceed Thirty Million Dollars (\$30,000,000,000).
- 22. The indebtedness secured hereby constitutes a "business loan" coming within the definition and purview of III, Rev. Stat. Ch. 17, 2579, 6404 (1987).
- 23. Mortgagor shall keep full and correct books and records showing in detail the income and expenses of the premises. Mortgagee and its agent? Shall have the right to inspect the premises and all books, records and documents relating thereto at all reasonable times after reasonable notice.
- 24. If required by Mortgagee, Mortgagor will, within ninety (90) days after the end of each fiscal year of Mortgagor, furnish to Mortgagee financial and operating statements of the premises for such fiscal year, including, but without limitation, a balance sheet and supporting schedules, detailed statement of income and expenditures and supporting schedules, all prepared in accordance with generally accepted principles of accounting consistently applied. Such financial and operating statements shall be prepared and certified in such manner as may be acceptable to Mortgagee, and Mortgagee may, by notice in writing to Mortgagor, require that the same be audited by a firm of independent certified public accountants satisfactory to Mortgagee, in which case such accountants shall state whether, during the course of their audit, they

discovered or became aware of any information which would lead them to believe that a default exists.

- 25. Mortgagor acknowledges that the relationship between the parties is that of mortgagor and mortgagee and that in no event shall Mortgagee be deemed to be a partner or joint venturer with Mortgagor. Mortgagee shall not be deemed to be such a partner or joint venturer by reason of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage.
  - 26. Time is of the essence of the Sublease, this Mortgage, and the Guaranty.
- 27. If all or any portion of any provision of this Mortgage or the Guaranty shall be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof, and such provision shall be limited and construed in such jurisdiction as if such invalid, illegal or unenforceable provision or portion thereof were not contained herein or therein.
- 28. Any notice or other communication which any party hereto may desire or may be required to give to any other party hereto shall be in writing, and shall be deemed given (i) where personally delivered, (ii) upon receipt if sent by a nationally recognized overnight courier, or (iii) on the second (2nd) business day after being deposited in United States registered or certified mail, postage prepaid, addressed to a party at its address set forth below, or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith. Except as otherwise specifically required berein, notice of the exercise of any right, power or option granted to Mortgagee by this Mortgage is not required to be given.

Mortgagee:

Certif ed Grocers Midwest, Inc.

One Certified Drive Hodgkins, Illinois 60525

Attention: Loan Portfolio Manager

with copies to:

Rudnick & Wolfe

203 North LaSalle Street Chicago, Illinois 60601

Attention: Paul D. Rudniek, 73q.

Mortgagor:

3460 North Broadway Chicago, Illinois 60657

Attention: Christ Kamberos

with copies to:

Benesch, Friedlander, Copian & Aronoff

1100 Citizens Building 850 Euclid Avenue

Cleveland, Ohio 44114-3399

Attention: Abraham Lieberman, Esq.

29. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor and Mortgagor's heirs, executors, administrators, successors and

assigns, and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall denote the plural as well as the singular and shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Sublease, the Guaranty or this Mortgage.

- Mortgagor shall not, without the prior written consent of Mortgagee. 30.effect, suffer or permit any "Prohibited Transfer" (as defined herein). Any conveyance, sale, assignment, transfer, lien, piedge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of any of the following properties or interests shall constitute a "Prohibited Transfer": (i) the premises or any part thereof or interest therein, excepting only sales or other dispositions of Coltateral ("Obsolete Collateral") no longer useful in connection with the operation of the premises, provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by Collateral of at least equal value and utility which is subject to the lien hereof with the same priority as with respect to the Obsolete Collateral; (ii) all called portion of the beneficial interest or power of direction in or to the trust under which Wortgagor is acting, if Mortgagor is a Trustee; (III) any shares of cap-Ital stock of a corporate Mortgagor, a corporation which is a beneficiary of a trustee Mortgagor, a corporation which is a general partner in a partnership Mortgagor, a corporation which is a gene a) partner in a partnership beneficiary of a trustee Mortgagor, or a corporation which is the owner of substantially all of the capital stock of any corporation described in this subparagraph (other than the shares of capital stock of a corporate trustee or a corporation whose stock is publicly traded on a national securities exchange or on the National Association of Securities Dealer's Automated Quotation System); and (iv) all or any part of the partnership or joint venture interest, as the case may be, of a partnership Mortgagor or a partnership beneficiary of a Trustee Mortgagor If Mortgagor or such beneficiary is a partnership or a joint venture; in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly (including a nominee agreement), voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this paragraph 30 shall not apply (a) to liens securing the indebtedness secured hereby or he lien of Senior Mortgage, (b) to the lien of current taxes and assessments not in ocfault, or (c) to any transfers of the premises, or part thereof, or interest therein, or any beneficial interests, or shares of stock or partnership or joint venture interests, as the case may be, by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate or perconst representatives or transfers between the individuals who comprise Mortgagor as of the date hereof.
- 31. No delay or omission to exercise any remedy or right accreting on any default shall impair any such remedy or right, or shall be construed to be a prover of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or of a different nature. Every such remedy or right may be exercised from time to time and as often as may be deemed expedient by Mortgagee or by the holder of the Sublease. The invalidity of any one or more agreements, phrases, clauses, sentences or paragraphs of this Mortgage shall not affect the remaining portions of this Mortgage, or any part thereof, and in case of any such invalidity, this Mortgage shall be construed as if such invalid agreements, phrases, clauses, sentences or paragraphs had not been inserted. No action for the enforcement of the lien or of any provisions hereof shall be subject to any defense which would not be good and available to the party interposing

same in an action at law upon the Sublease. Notwithstanding any subsequent extension of the term of the Sublease, the liability of the Mortgagor thereof shall in no event cease until the payment in full of all indebtedness hereby secured. Mortgagee shall have the right to inspect the premises at all reasonable times after reasonable notice and access thereto shall be permitted for that purpose.

- 32. Mortgagor shall, at the request of Mortgagee, promptly correct any defect, error or omission which may be discovered in the contents of this Mortgage or in the execution of acknowledgment of such instrument and will execute and deliver any and all additional instruments as may be requested by Mortgagee to correct such defect, error or omission.
- 33. Upon payment of all sums secured by this Mortgage, Mortgagee shall release als Mortgage. Mortgager shall pay Mortgagee's reasonable costs incurred in releasing this Mortgage.
- 34. Acrtgagor has executed and delivered to Metropolitan Bank and Trust Company ("First Conder") (i) that certain note in the original principal amount of Four Hundred Fifty Thousand Dollars (\$450,000,00) (the "Senior Note"); (ii) that certain Trust Deed executed by Mortgagor in favor of First Lender recorded on November 3, 1989, as Document Number 88-503112 with the Recorder of Deeds of Cook County, Illinois ("Senior Mortgage"); and (31) that certain Assignment of Rents executed by Mortgagor in favor of First Lender recorded on November 3, 1989 as Document No. 88-503113 ("Senior Assignment"). Mortgagor acknowledges that this Mortgage is junior and subordinate to the lien of the Senior Mortgage securing the debt evidenced by the Senior Note (the "Senior Loan").

Mortgagor covenants and agrees o comply with all of the terms and provisions of the Senior Note, Senior Mortgage and Scnior Assignment (collectively, "Senior Loan Documents"). If Mortgagor shall default in the performance of any term or provision contained in this Mortgage or in the Guaranty, the Mortgagee may, but shall not be obligated to, pay any principal or interest due under the Senior Note or any of the Senior Loan Documents. To the extent Mortgagee pays any installment of principal or interest or any other sums due under the Senior Note or the Senior Loan Documents, Mortgagee shall become entitled to a lien on the premises covered by this Mortgage and by the Senior Loan Documents, equal in rank and priority to the Senior Loan Documents, and in addition, to the extent necessary to make effective such rank and priority (a) Mortgagee shall become subrogated to receive and enjoy all of the rights, liens, powers and privileges granted to the First Lender under the Senior Loan Documents and (b) the Senior Loan Documents shall remain in existence for the benefit of and to further secure the debt and other sums secured, or hereafter to become secured hereunder.

Mortgagor shall give Mortgagee a copy of all notices given Mortgagor with respect to any of the Senior Loan Documents within five (5) days after receiving such notice.

Mortgagee agrees that Mortgagor may refinance the Senior Loan, so long as the terms of the refinancing are substantially similar to the terms of the Senior Loan Documents for a principal amount not to exceed Four Hundred Fifty Thousand Dollars (\$450,000.00). Mortgagor shall not, without the prior written consent of Mortgagee, which will not be unreasonably withheld or delayed enter into any modification.

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extension, amendment, agreement or arrangement in connection with any of the Senior Loan Documents. Mortgagee agrees to execute and deliver a subordination agreement to the First Lender upon request, in form reasonably acceptable to Mortgagee, in the event the Senior Loan is refinanced in accordance with the provisions of this Section 34.

Notwithstanding any provision contained in this Mortgage to the contrary, Mortgagor's performance of any obligation or covenant required by the Senior Loan Documents shall not be deemed a default under this Mortgage and the terms of this Mortgage shall not be construed to require Mortgagor to violate any provision of the Senior Loan Documents. In the event Mortgagor makes deposits into escrow for payment of real estate taxes and/or insurance premiums under the Senior Loan Documents, Mortgagor shall be deemed to have satisfied the requirements of this Mortgage for such deposits.

In the event Mortgagor is declared by the holder of the Senior Loan Documents to be in default with respect to any requirement of any of the Senior Loan Documents, Mortgagor agrees that said default shall constitute a default hereunder. Upon the occurrence of such default, in addition to any other rights or remedies available to Mortgagee, Mortgagee may, but need not, make any payment or perform any act required to cure or attempt to cure any said default under any of the Senior Loan Documents in any manner and form deemed expedient by Mortgagee. Mortgagee shall not be responsible for determining the validity or accuracy of any claim of default made by the First Lender under the Senior Loan Documents and the payment of any sum by Mortgagee in curing or attempting to cure any alleged default or omission shall be presumed conclusively to have been casonable, justified and authorized. All monies paid by Mortgagee in curing any default order the Senior Loan Documents, including attorneys' fees and costs in connection therewith, shall bear interest from the date or dates of such payment at the default rate described in the Sublease, shall be paid by Mortgagor to Mortgagee on demand, and shall be deemed a part of the indebtedness secured hereby and recoverable as such in all respects. Any inaction on the part of Mortgagee shall not be construed as a waiver of any right account to Mortgagee on account of any default hereunder.

in the event of a Default hereunder, Mortgagee may prepay the entire balance due under the Senior Note, and any prepayment fees or penalty incurred by Mortgagee in connection with such prepayment shall bear interest from the date of such payment at the default rate, shall be paid by Mortgagor to Mortgagee upon demand, and shall be deemed a part of the indebtedness secured hereby and recoverable in all respects.

- 35. In addition to the other covenants and agreements made in this Mortgage, Mortgager and Mortgagee further covenant and agree as follows:
- (a) Mortgagor shall perform all of Mortgagor's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the:
  (i) Declaration or any other document which creates the Condominium Project;
  (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Mortgagor shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- (b) So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is

satisfactory to Mortgagee and which provides insurance coverage in the amounts, for the periods, and against the hazards Mortgagee requires, including fire and hazards included with the term "extended coverage", then:

- (i) Mortgagee waives the provision in this Mortgage for the monthly payment to Mortgagee of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Mortgagor's obligation under this Mortgage to maintain hazard insurance coverage on the premises is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Mortgager shall give Mortgagee prompt notice of any tapse in required hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the premises whether to the unit or to common elements, any proceeds payable to Mortgager are hereby assigned and shall be paid to Mortgagee for application to the sums secured by this Mortgage, with any excess paid to Mortgagor.

- (e) Mortgagor shull take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount and extent of coverage to Mortgagee.
- (d) The proceeds of any award or claim for damages, direct or consequential, payable to Mortgagor in connection with any condemnation or other taking of all or any part of the premises, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. Such proceeds shall be applied by Mortgagee as provided herein above in Section 6.
- (e) Mortgagor shall not, except after notice to Mortgagee and with Mortgagee's prior written consent, either partition or subdivide the premises or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condomnation or eminent domain:
- (ii) termination of professional management and assumption of self-management of the Owners Association; or
- (iii) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Mortgagee.
- (f) If Mortgagor does not pay condominium dues and assessments when due, then Mortgagee may pay them. Any amounts disbursed by Mortgagee under this Paragraph (f) shall become additional debt of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the default rate set forth in the Sublease.

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(g) This Mortgage is subject to the provisions of the Constituent Documents. Whenever the provisions of this Mortgage conflict with the provisions of the Constituent Documents, the provisions of the Constituent Documents shall apply.

WITNESS the hand(s) and seal(s) of Mortgagor the day and year first above written.

MORTGAGOR:

Mortgagor's Address:

3460 N. Broadway Chicago, Illinois

Oponty Op This document was prepared by and upon recordation should be returned to:

Rudnick & Wolfe 203 N. LaSalle Street **Suite 1800** Chicago, Illinois 60601-1293 Attention: Elizabeth L. Corey, Esq.

H County Clark's Office Unit 100, 1635 N. Wells Street Property Address:

Chicago, Illinois

Permanent Index Number: 14-33-423-048-1001

| STATE OF   | )<br>) SS.  |  |
|--|---|--|
| COUNTY OF  | )   |  |
| I. <u>KAC</u><br>for said County, in the MMD CHIES | tal Frid-/<br>ne State aforesald, DO                              | HEREBY CERTIFY that <u>FEAUL FAMBEROS</u> personally known to me to be the   |
| me this day in person                              | on and severally ackno  | personally known to me to be the to the foregoing instrument, appeared before owledged that they signed and delivered the y act for the uses and purposes therein set  |
| C(VSN under<br>A.D. 1990.                          | my hand and Notarial S  | Seal, this 314 day of October  |
| KAR<br>NOTARY PUBL                                 | CIAL SEAL" IEN FELDY IN STATE OF ILLINOIS IN EXPIRES MAIL 9, 1994 | Notary Public  |
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#### **EXHIBIT A**

#### LEGAL DESCRIPTION

UNIT 100 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN PARKVIEW CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 24558738, IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS COMMONLY KNOWN AS 1621 N. WELLS 14-33-423-048-1001.

ALSO DESCRIBED AS:

### PROPERTY DESCRIPTION:

UNIT 100 IN THE PARKVIEW CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DECORIBED REAL ESTATE:

#### PARCEL 1:

LOT 2, THE SOUTH 50 1/2 FEET OF LOT 3, THE EAST 74 FEET OF LOT 3 (EXCEPT THE SOUTH 50 1/2 FEET THEREOF AND THE EAST 74 FEET OF LOTS 4 AND 5 (EXCEPT THAT PART OF LOT 5 FALLING IN EUGENIE STREET) ALL IN GALE'S NORTH ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOTS 1 AND 2 AND THAT PART OF LOT 3 FALLING WITHIN THE NORTH 113.62 FEET OF ORIGINAL LOT 1 IN WOOD AND OTHERS SUBDIVISION OF SAID ORIGINAL LOT 1 IN GALE'S NORTH ADDITION TO CHICAGO AFGRESAID, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LOTS 1 TO 9, BOTH INCLUSIVE, (EXCEPT THAT PART LYING BETWEEN THE WEST LINE OF NORTH LASALLE STREET AND A LINE DRAWN THROUGH THE SOUTH WEST CORNER OF EUGENIE STREET AND NORTH LASALLE STREET, AND THROUGH A POINT ON THE SOUTH LINE OF LOT 10, 14 FEET WEST OF THE WEST LINE OF NORTH LASALLE STREET), ALL IN BLOCK "B" IN THE COUNTY CLERKS DIVISION OF PORTIONS OF UNSUBDIVIDED LAND LYING BETWEEN THE EAST LINE OF GALE'S NORTH ADDITION TO CHICAGO AFORESAID AND THE WEST LINE OF NORTH CLARK STREET, ALL IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 24558738.

TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.



ADDRESS: 1635 N. WELLS STREET, CHICAGO, ILLINOIS

P.I.N.: 14-33-423-048-1001

Property of County Clerk's Office