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ILLINOIS

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Dated as of: January 16, 1990

\$34.00

in the amount of

\$107,000,000

METROPOLITAN WHOLESALE SUPPLY, INC.

having an office at:

2101 West Street
River Grove, Illinois 60171-1999

the Mortgagor

TO

THE BANK OF NEW YORK COMMERCIAL CORPORATION

having an office at:

530 Fifth Avenue
New York, New York 10036

the Mortgagee,

After recording, please return by mail to:

HAHN & HESSEN
350 Fifth Avenue
New York, New York 10118

Attention: Miriam L. Cohen, Esq.

Prepared By:

Miriam L. Cohen, Esq.
Hahn & Hesse
350 Fifth Avenue
New York, New York 10118

Street Address of Property: 2101 West Street, River Grove,
Illinois

Permanent Property Index No: ~~12-34-206-010-0000~~
Vol. 071

72-08-531 D1

Property of Cook County Clerk's Office

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COOK COUNTY CLERK

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MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT, made as of the 16th day of January, 1990 by METROPOLITAN WHOLESALE SUPPLY, INC., an Illinois corporation having an office at 2101 West Street, River Grove, Illinois 60171-1999 (the "Mortgagor"), to THE BANK OF NEW YORK COMMERCIAL CORPORATION, a corporation organized under the laws of the State of New York having an office at 530 Fifth Avenue, New York, New York 10036, for itself and as agent for the lenders (collectively, the "Lenders") now or hereafter named in the Loan Agreement, as such term is hereinafter defined (together with its successors and assigns, as agent under the Loan Agreement, the "Mortgagee").

WITNESSETH:

WHEREAS, pursuant to a certain Revolving Credit, Term Loan and Security Agreement dated as of January 16, 1990 by and among Sequoia Supply, Inc. ("SSI"), Miller Supply Corp. ("Miller Supply"), Mortgagor, Pan-American Building Material Corp. ("Pan-American"), Guardian Purchasing Corp. ("Guardian") (SSI, Miller Supply, Mortgagor, Pan-American and Guardian are each a "Borrower" and collectively the "Borrowers") as borrowers, the Lenders, as lenders, and the Mortgagee, as agent for the Lenders now or hereafter named therein (the "Loan Agreement"), the Lenders have agreed to make available to the Borrowers the following loans in the aggregate principal amount of up to \$107,000,000: (a) revolving credit loans in the aggregate principal amount not to exceed \$82,000,000 to be advanced pursuant to the Loan Agreement and evidenced by those certain Revolving Credit Notes dated of even date herewith executed by each Borrower (collectively, the "Revolving Credit Note") and (b) term loans of up to \$25,000,000 to be advanced pursuant to the Loan Agreement and evidenced by certain Term Loan Notes dated of even date herewith executed by each Borrower and referred to in the Loan Agreement as Term Note A and Term Note B (collectively, the "Term Loan Note"). The Revolving Credit Note and the Term Loan Note are sometimes collectively referred to herein as the "Note". Interest on the respective loans evidenced by the Revolving Credit Note and the Term Loan Note shall be payable at the rate provided for therein. The Revolving Credit Note shall mature on January 15, 1995. Term Note A shall mature on January 15, 1997 and Term Note B shall mature on January 17, 1990.

NOW THEREFORE, to secure the payment of the principal sum of ONE HUNDRED SEVEN MILLION and 00/100 (\$107,000,000.00) DOLLARS lawful money of the United States, to be paid according to the Loan Agreement, Revolving Credit Note and the Term Loan Note, each of which are by this reference made a part hereof, as said Loan Agreement, Revolving Credit Note or Term Loan Note may be hereinafter modified, amended, extended, renewed or substituted for, and any and all sums, amounts and expenses paid hereunder or thereunder by the Mortgagee according to the terms hereof and all other obligations and liabilities of (i) the Mortgagor under this

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Mortgage and (ii) the Borrowers under the Loan Agreement, the Revolving Credit Note or Term Loan Note, together with all interest on the said indebtedness, obligations, liabilities, sums, amounts and expenses and any and all other obligations and liabilities now due and owing or which may hereafter be or become due and owing by any Borrower to the Lenders under the Loan Documents (as such term is defined in the Loan Agreement), (all of the aforesaid are hereinafter collectively, the "Indebtedness"), the Mortgagor hereby mortgages, grants, bargains, sells, warrants, conveys, alienates, remises, releases, assigns, sets over and confirms to the Mortgagee and grants to the Mortgagee a security interest in:

I. All of the right, title and interest of the Mortgagor in and to that certain lot, piece or parcel of land (the "Real Property") more particularly described as on Schedule "A" annexed hereto and made a part hereof; and

II. All of the right, title and interest of the Mortgagor in and to the buildings and improvements (hereinafter, collectively, together with all building equipment, the "Improvements") now or hereafter located on the Real Property and all of its right, title and interest, if any, in and to the streets and roads abutting the Real Property to the center lines thereof, and strips and gores within or adjoining the Real Property, the air space and right to use said air space above the Real Property, all rights of ingress and egress by motor vehicles to parking facilities on or within the Real Property, all easements now or hereafter affecting the Real Property or the Improvements, all royalties and all rights appertaining to the use and enjoyment of the Real Property or the Improvements, including, without limitation, alley, drainage, crop, timber, agricultural, horticultural, mineral, water, oil and gas rights; and

III. All of the right, title and interest of the Mortgagor in and to all fixtures and all appurtenances and additions thereto and substitutions or replacements thereof, now or hereafter attached to, or contained in, the Real Property and/or the Improvements or placed on any part thereof, though not attached thereto, including, but not limited to, all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerator and/or compacting and elevator plants, stoves, ranges, vacuum cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings and fixtures, and the trade name, good will and books and records relating to the business operated on the Real Property and/or the Improvements; and

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IV. All of the right, title and interest of the Mortgagor in and to all leases, lettings and licenses of the Real Property, the Improvements and/or any other property or rights encumbered or conveyed hereby, or any part thereof, now or hereafter entered into and all right, title and interest of the Mortgagor thereunder, including, without limitation, cash and securities deposited thereunder, the right to receive and collect the rents, issues and profits payable thereunder and the right to enforce, whether by action at law or in equity or by other means, all provisions, covenants and agreements thereof; and

V. All right, title and interest of the Mortgagor in and to all unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by the Mortgagor and all proceeds of the conversion, voluntary or involuntary, of the Real Property, the Improvements and/or any other property or rights encumbered or conveyed hereby, or any part thereof, into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the Real Property, the Improvements and/or any other property or rights encumbered or conveyed hereby by any governmental or other lawful authority for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Property, the Improvements and/or any other property or rights encumbered or conveyed hereby or any easement therein, including, but not limited to, awards for any change of grade of streets; and

VI. All right, title and interest of the Mortgagor in and to all extensions, improvements, betterments, renewals, substitutions and replacements of and all additions and appurtenances to the Real Property, the Improvements and/or any other property or rights encumbered or conveyed hereby, hereafter acquired by or released to the Mortgagor or constructed, assembled or placed by the Mortgagor on the Real Property, the Improvements and/or any other property or rights encumbered or conveyed hereby, and all conversions of the security constituted thereby which, immediately upon such acquisition, release, construction, assembling, placement or conversion as the case may be, and in each such case without any further mortgage, conveyance, assignment or other act by the Mortgagor, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by the Mortgagor and specifically described herein (the Real Property and the Improvements, together with the fixtures and other property, rights, privileges and interests encumbered or conveyed hereby hereinafter, collectively, the "Premises").

TO HAVE AND TO HOLD the Premises unto the Mortgagee and its successors and assigns until the Indebtedness is paid in full whereupon this Mortgage shall cease and be void and the Premises

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shall be released at the cost of the Mortgagor and the Mortgagee shall execute such releases and other documents as may be necessary to release the lien created hereby.

AND the Mortgagor covenants and agrees with the Mortgagee as follows:

ARTICLE I

Representations and Warranties of the Mortgagor

The Mortgagor represents and warrants to the Mortgagee as follows:

Section 1.01. Title to the Premises. (i) Mortgagor has good and insurable title to the Premises, subject only to those Permitted Encumbrances (as such term is defined in the Loan Agreement) affecting the Premises; (ii) the Mortgagor has legal and corporate power and authority to encumber the Premises in the manner and form set forth hereunder; (iii) except as otherwise permitted under the Loan Agreement, the Mortgagor owns all fixtures now or hereafter comprising part of the Premises, subject to the rights of space tenants in and to any such fixtures or installations, including any substitutions or replacements thereof free and clear of all liens and claims; (iv) this Mortgage is and will remain a valid and enforceable first lien on the Premises; and (v) the Mortgagor will preserve such title, and will forever warrant and defend the validity and priority of the lien hereof, subject to the Permitted Encumbrances, against the claims of all persons and parties whatsoever.

Section 1.02. Flood Insurance Status. To the best of Mortgagor's actual knowledge, the premises are not located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards pursuant to the terms of the National Flood Insurance Act of 1968, or the Flood Disaster Protection Act of 1973, as same may have been amended to date.

Section 1.03. Operation of the Premises. (i) The Mortgagor has and is in compliance in all material respects with all certificates, licenses, authorizations, registrations, permits and/or approvals necessary for the operation of the Premises or any part thereof, where the failure to procure any of the foregoing would have a material adverse effect on the Premises or the lien created hereby, all of which as of the date of the signing hereof are in full force and effect and not, to the knowledge of the Mortgagor, subject to any revocation, amendment, release, suspension, forfeiture or the like, (ii) the present use and/or occupancy of the Premises and/or Improvements does not conflict with or violate in any material respect any such certificate,

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license, authorization, registration, permit and/or approval, or any applicable law, ordinance, statute, rule, order, requirement or regulation and (iii) the Mortgagor, to the extent required under the Loan Agreement, has delivered to the Mortgagee, prior to the signing hereof, duplicate originals or appropriately certified copies of all such certificates, licenses, authorizations, registrations, permits and/or approvals.

ARTICLE II

Covenants of the Mortgagor

Section 2.01. Payment of the Indebtedness. The Mortgagor will punctually pay the Indebtedness as provided in the Note and the Loan Agreement.

Section 2.02. Maintenance of the Improvements. Except as otherwise expressly required under the Loan Agreement, (i) The Mortgagor shall maintain all of the Improvements useful or necessary for the operations of its business at the Premises in good repair (normal wear and tear excepted), shall comply with the requirements of any governmental authority claiming jurisdiction over the Premises within the lesser of ninety (90) days after an order respecting the Premises (an "Order") containing such requirement has been issued by any such authority (unless such requirement cannot be complied with within such ninety (90) day period, in which event Mortgagor shall have such longer period as necessary to cause compliance provided, however, that Mortgagor shall promptly commence and diligently prosecute to completion such compliance and provided, further, that such period shall not exceed the time required pursuant to the terms of such Order) or the time required pursuant to the terms of such Order and shall permit the Mortgagee to enter upon the Improvements and inspect the Improvements at all reasonable hours and without prior notice. The Mortgagor shall not, without the prior written consent of the Mortgagee, threaten, commit, permit or suffer to occur (a) any waste or (b) except as may be permitted under the terms of the Loan Agreement, the material alteration, demolition or removal of the Improvements or any part thereof.

(ii) Nothing in this Section 2.02 shall require the compliance by the Mortgagor with any Order so long as (a) the failure so to do shall not be a default or event of default under any other mortgage or security agreement affecting the Premises, any part thereof or interest therein, (b) the failure so to do shall not result in the voiding, rescission or invalidation of the certificate of occupancy or any other license, certificate, permit or registration in respect of the Premises, (c) the failure so to do shall not prevent, hinder or interfere with the lawful use and

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occupancy in any material adverse manner of the entirety of the Improvements for their present use and occupancy, (d) the failure so to do shall not void or invalidate any insurance maintained by the Mortgagor in respect of the Premises, or result in a material increase of any premium therefor or a material decrease in any coverage provided thereby, and (e) the Mortgagor in good faith and at its own expense shall contest the Order or the validity thereof by appropriate legal proceedings, which proceedings must operate to prevent (1) the occurrence of any of the events described in the preceding clauses (a) through (d) of this paragraph (ii) and (2) the collection or other realization on any sums due or payable as a consequence of the Order, the sale of any lien arising in respect of the Order, and/or the sale or forfeiture of the Premises, any part thereof or interest therein or the sale of any lien connected therewith; provided that during such contest the Mortgagor shall, at the option of the Mortgagee provide reasonable security satisfactory to the Mortgagee assuring the discharge of the Mortgagor's obligations hereunder and of any interest, charge, fine, penalty, fee or expense arising from or incurred as a result of such contest, and provided further if at any time compliance with any obligation imposed upon the Mortgagor by the Order shall become necessary to prevent (1) the occurrence of any of the events described in clauses (a) through (d) of this paragraph (ii) or (2) the delivery of a deed conveying the Premises or any portion thereof or interest therein because of noncompliance, or the sale of a lien in connection therewith, or (3) the imposition of any penalty, fine, charge, fee, cost or expense on the Mortgagee, then the Mortgagor shall comply with the Order in sufficient time to prevent the occurrence of any such events, the delivery of such deed or the sale of such lien, or the imposition of such penalty, fine, charge, fee, cost or expense on the Mortgagee.

Section 2.03. Condemnation Awards. The Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Premises or any portion thereof, will notify the Mortgagee of the pendency of such proceedings. The Mortgagee may participate in any such proceedings and the Mortgagor from time to time will deliver to the Mortgagee all instruments requested by it to permit such participation. All awards and compensation payable to the Mortgagor as a result of any condemnation or other taking or purchase in lieu thereof, of the Premises or any part thereof, are hereby assigned to and shall be paid to the Mortgagee as and to the extent provided in Sections 4.11 and 4.23 of the Loan Agreement. All awards and compensation shall be applied in the manner set forth in the Loan Agreement. In the event that, pursuant to the terms of the Loan Agreement, any portion of the condemnation awards or compensation shall be used to reduce the Indebtedness, same shall be applied by the Mortgagee in any manner it shall designate, including, but not limited to, the application of such award or compensation to the then unpaid installments of the principal balance of the Indebtedness in the

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inverse order of their maturity so that the regular payments under the Note shall not be reduced or altered in any manner. The Mortgagor, upon request by the Mortgagee, shall make, execute and deliver any and all instruments requested for the purpose of confirming the assignment of the aforesaid awards and compensation to the Mortgagee free and clear of any liens, charges or encumbrances of any kind or nature whatsoever.

Except as otherwise provided under the Loan Agreement, if the Premises are sold, through foreclosure or otherwise, prior to the receipt by the Mortgagee of such payment, the Mortgagee shall have the right, whether or not a deficiency judgment on the Note shall have been sought, recovered or denied, to receive said payment, or a portion thereof sufficient to pay the Indebtedness, whichever is less. The Mortgagor, after obtaining the prior written consent of the Mortgagee, shall file and prosecute its claim or claims for any such payment in good faith and with due diligence and cause the same to be collected and paid over to the Mortgagee, and hereby irrevocably authorizes and empowers the Mortgagee, in the name of the Mortgagor or otherwise, to collect and receipt for any such payment and to file and prosecute such claim or claims, and although it is hereby expressly agreed that the same shall not be necessary in any event, the Mortgagor shall, upon demand of the Mortgagee, make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning any such payment to the Mortgagee, free and clear of any encumbrances of any kind or nature whatsoever.

Section 2.04. Costs of Enforcement. The Mortgagor agrees to bear and pay all expenses (including, without limitation, reasonable attorneys' fees and disbursements) of or incidental to the enforcement of any provision hereof, or the enforcement, compromise or settlement of this Mortgage, the Note or the Indebtedness, and for the curing thereof, or for defending or asserting the rights and claims of the Mortgagee in respect thereof, by litigation or otherwise. All rights and remedies of the Mortgagee shall be cumulative and may be exercised singly or concurrently. Notwithstanding anything herein contained to the contrary, the Mortgagor: (i) hereby waives trial by jury; (ii) will not (a) at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any stay or extension or moratorium law, any exemption from execution or sale of the Premises or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage, nor (b) claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision hereof, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor (c) after any such sale or sales or after entry of any judgment of foreclosure, claim or exercise any right under any statute

heretofore or hereafter enacted to redeem the property so sold or covered by such judgment or any part thereof; (iii) hereby expressly waives all benefit or advantage of any such law or laws; and (iv) covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Mortgagee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. To the full extent permitted by law, Mortgagor hereby expressly waives any and all rights to redemption under the Illinois Mortgage Foreclosure Law, on its own behalf, on behalf 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. Mortgagor acknowledges that the Premises do not constitute agricultural real estate as defined in Section 15-1201 of the Illinois Mortgage Foreclosure Law or residential real estate as defined in Section 15-1219 of the Illinois Mortgage Foreclosure Law. The Mortgagor, for itself and all who may claim under it, waives, to the extent that it lawfully may, all right to have the Premises (or any part thereof) marshalled upon any foreclosure hereof. Mortgagor does hereby expressly waive to the extent now or hereafter permitted by law, all rights of reinstatement of this Mortgage, to the extent applicable, pursuant to Section 15-1602 of the Illinois Mortgage Foreclosure Law.

Section 2.05. Restrictive Covenants and Leasing Requirements. Except as may be expressly permitted under the terms of the Loan Agreement, without the prior written consent of the Mortgagee, the Mortgagor shall not: (i) execute or permit to exist any lease or occupancy of all or substantially all of the Premises except for the actual use and occupancy of the tenant thereof; (ii) modify, renew or amend in any material manner any lease or occupancy agreement affecting the Premises; (iii) grant rent concessions, or discount any rents, or collect any rents for a period of more than one month in advance; (iv) execute any conditional bill of sale, chattel mortgage or other security instruments covering any furniture, furnishings, fixtures and equipment, intended to be incorporated in the Premises or the appurtenances thereto, or covering articles of personal property placed in the Premises or purchase any of such furniture, furnishings, fixtures and equipment so that ownership of the same will not vest unconditionally in the Mortgagor, free from encumbrances on delivery to the Premises; (v) further assign the leases and rents affecting the Premises; (vi) sell, transfer, alienate, grant, convey or assign any interest in the Premises or

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any part thereof; or (vii) encumber, alienate, hypothecate, grant a security interest in or grant any other interest whatsoever in the Premises or any part thereof, or interest therein.

Section 2.06. Assignment of Rents. The Mortgagor hereby assigns to the Mortgagee, as further security for the payment of the Indebtedness, its interest in the rents, issues and profits of the Premises, together with its interest in all leases respecting the Premises, and other documents evidencing such rents, issues and profits now or hereafter in effect and its interest in any and all deposits held as security under said leases, and shall, upon demand, deliver to the Mortgagee an executed counterpart of each lease or other document to which it is a party and which affects the Premises. Nothing contained in the foregoing sentence shall be construed to bind the Mortgagee to the performance of any of the covenants, conditions or provisions contained in any such lease or other document or otherwise to impose any obligation on the Mortgagee (including, without limitation, any liability under the covenant of quiet enjoyment contained in any lease or in any law of the State in which the Premises are located in the event that any tenant shall have been joined as a party defendant in any action to foreclose this Mortgage and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in the Premises), except that the Mortgagee shall be accountable for any money actually received pursuant to such assignment. The Mortgagor hereby further grants to the Mortgagee the right (i) to enter upon and take possession of the Premises for the purpose of collecting the said rents, issues and profits, (ii) to dispossess by the usual summary proceedings (or any other proceedings of the Mortgagee's selection) any tenant defaulting in the payment thereof to the Mortgagee, (iii) to let the Premises, or any part thereof, and (iv) to apply said rents, issues and profits, after payment of all necessary charges and expenses on account of said Indebtedness. Such assignment and grant shall continue in effect until the Indebtedness is paid, the execution of this Mortgage constituting and evidencing the irrevocable consent of the Mortgagor to the entry upon and taking possession of the Premises by the Mortgagee pursuant to such grant, whether foreclosure has been instituted or not and without applying for a receiver. Until the occurrence of an Event of Default, the Mortgagor shall have a revocable license to receive said rents, issues and profits. The Mortgagor agrees to hold said rents, issues and profits in trust and to use the same first, in payment of the cost of the improvements, second, in payment of the Indebtedness to the extent the same is then due and owing, and third, in such manner as the Mortgagee may elect in its reasonable discretion in connection herewith. Such license of the Mortgagor to collect and receive said rents, issues and profits may be revoked by the Mortgagee upon the occurrence of an Event of Default by giving not less than five (5) days' written notice of such revocation, served personally upon or sent by registered mail to the record owner of the Premises and the Mortgagee will not

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exercise its rights under paragraphs (i), (ii) and (iii) of this Section 2.06 prior to the foregoing revocation. The Mortgagor hereby appoints the Mortgagee as its attorney-in-fact, coupled with an interest, to receive and collect all rent, additional rent and other sums due under the terms of each lease to which the Mortgagor is a party and to direct any such tenant, by written notice or otherwise, to forward such rent, additional rent or other sums by mail or in person to the Mortgagee and Mortgagee may exercise such right upon revocation of the foregoing license.

Section 2.07. Indemnity. The Mortgagor agrees that it shall indemnify, defend and hold harmless the Mortgagee from and against all loss, liability, obligation, claim, damage, penalty, cause of action, cost and expense (other than those resulting from the willful misconduct or gross negligence, but not mere negligence of the Mortgagee), including without limitation any assessments, levies, impositions, judgments, reasonable attorneys' fees and disbursements, imposed upon or incurred by or asserted against the Mortgagee by reason of (a) ownership of this Mortgage; (b) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises; (c) any use, non-use or condition of the Premises; (d) any failure on the part of the Mortgagor to perform or comply with any of the terms of this Mortgage; (e) performance by the Mortgagor pursuant to the term of this Mortgage or the Loan Agreement of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part for maintenance or otherwise; or (f) the imposition of any mortgage, real estate or governmental tax incurred as a result of this Mortgage or the Note, other than income tax payable by, or other taxes personal to, the Mortgagee. Any amounts payable under this Section 2.07 shall be due and payable on demand and until paid shall bear interest at the Default Rate (as defined in the Loan Agreement) unless otherwise provided in the Loan Agreement. If any action is brought against the Mortgagee by reason of any of the foregoing occurrences, the Mortgagor will, upon the Mortgagee's request, defend and resist such action, suit or proceeding, at the Mortgagor's sole cost and expense by counsel reasonably approved by the Mortgagee.

ARTICLE III

Default and Remedies

Section 3.01. Events of Default.

The following shall constitute "Events of Default" under this Mortgage: (a) the occurrence of any Event of Default under the Loan Agreement or any of the Other Loan Documents (as such term is defined in the Loan Agreement); or (b) default by the Mortgagor in the payment of any amounts required to be paid hereunder; or (c) default by the Mortgagor in the due

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observance or performance of any of the terms, covenants or conditions contained herein; or (d) should any representation or warranty made or deemed made by Mortgagor in this Mortgage or by any Borrower in any of the Loan Documents or in any certificate, document or financial or other statement furnished at any time in connection herewith or therewith prove to have been incorrect in any material respect on the date when made or so deemed to have been made; or (e) except as may be expressly permitted under the terms and conditions of the Loan Agreement, the further mortgage, pledge or encumbrance by the Mortgagor of the Premises or any part thereof or any interest therein without in each instance the prior written consent of the Mortgagee; or if any mortgage, pledge or encumbrance affecting the Premises or any part thereof or interest therein (whether prior or subordinate to the lien of this Mortgage) shall be amended, modified, refinanced, increased in amount, replaced or substituted for, provided, however, that nothing herein contained shall be deemed to permit the Mortgagor to create, grant or suffer to exist any such mortgage, pledge, or encumbrance; or (f) if the Premises, or any part thereof or interest therein, is sold, transferred, assigned, conveyed, granted or alienated without in each instance the prior written consent of the Mortgagee.

Section 3.02. Remedies

(i) Upon the occurrence of any Event of Default, the Mortgagee may, in addition to any rights or remedies available to it hereunder, take such action as it deems advisable to protect and enforce its rights against the Mortgagor and in and to the Premises, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as the Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of the Mortgagee: (1) declare the entire unpaid Indebtedness to be immediately due and payable; or (2) enter into or upon the Premises, either personally or by its agents, nominees or attorneys and dispossess the Mortgagor and its agents and servants therefrom, and thereupon the Mortgagee may (a) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Premises and conduct the business thereat; (b) complete any construction on the Premises in such manner and form as the Mortgagee deems advisable; (c) make alterations, additions, renewals, replacements and improvements to or on the Improvements and the balance of the Premises; (d) exercise all rights and powers of the Mortgagor with respect to the Premises, whether in the name of the Mortgagor or otherwise, including, without limitation, the right to make, cancel, enforce or modify leases, obtain and evict tenants, and sue for, collect and receive all earnings, revenues, rents, issues, profits and other income of the Premises and every part thereof; and (e) apply the receipts from the Premises to the payment of the Indebtedness, after deducting therefrom all expenses (including reasonable

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attorneys' fees and disbursements) incurred in connection with the aforesaid operations and all amounts necessary to pay the taxes, assessments, insurance and other charges in connection with the Premises, as well as just and reasonable compensation for the services of the Mortgagee; or (3) institute proceedings for the complete foreclosure of this Mortgage in which case the Premises may be sold for cash or credit in one or more parcels; or (4) with or without entry and, to the extent permitted, and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Indebtedness then due and payable, subject to the lien of this Mortgage continuing unimpaired and without loss of priority so as to secure the balance of the Indebtedness not then due; or (5) institute an action, suit or proceeding in equity for the specific performance of any covenants, condition or agreement contained herein or in the Note; or (6) recover judgment on the Note or any guaranty either before, during or after or in lieu of any proceedings for the enforcement of this Mortgage; or (7) apply for the appointment of a trustee, receiver, liquidator or conservator of the Premises, without regard for the adequacy of the security for the Indebtedness and without regard for the solvency of the Mortgagor, any guarantor or of any person, firm or other entity liable for the payment of the Indebtedness to which appointment the Mortgagor does hereby consent; or (8) sell the Premises, or any part thereof, to the extent permitted and pursuant to the procedures provided by law and all estate, right, title and interest, claim and demand therein, and right of redemption thereof, at one or more sales, as an entity or in parcels, and at such time and place, upon such terms and after such notice thereof as may be required by applicable law or (9) pursue such other remedies as the Mortgagee may have under applicable law.

(ii) The purchase money proceeds or avails of any sale made under or by virtue of this Article III, together with any other sums which then may be held by the Mortgagee under this Mortgage, whether under the provisions of this Article III or otherwise, shall be applied as follows:

First: To the payment of the costs and expenses of any such sale, or the costs and expenses of entering upon, taking possession of, removal from, holding, operating and managing the Premises or any part thereof, as the case may be, including reasonable compensation to the Mortgagee, its agents and counsel, and of any judicial proceedings wherein the same may be made, and of all expenses, liabilities and advances made or incurred by the Mortgagee under this Mortgage, together with interest as provided herein on all advances made by the Mortgagee and

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all taxes or assessments, except any taxes, assessments or other charges subject to which the Premises shall have been sold.

Second: To the payment of the whole amount then due, owing or unpaid upon the Note for principal and interest with interest on the unpaid principal at the rate herein specified from and after the happening of any Event of Default from the due date of any such payment of principal until the same is paid.

Third: To the payment of any other sums required to be paid by the Mortgagor pursuant to any provision of this Mortgage or of the Note.

Fourth: To the payment of the surplus, if any, to whomsoever may be lawfully entitled to receive the same.

The Mortgagee and any receiver of the Premises or any part thereof shall be liable to account for only those rents, issues and profits actually received by it.

(iii) The Mortgagee may adjourn from time to time any sale by it to be made under or by virtue of this Mortgage by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and except as otherwise provided by any applicable provision of law, the Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

(iv) Upon the completion of any sale or sales made by the Mortgagee under or by virtue of this Article III, the Mortgagee, or an officer of any court empowered to do so, shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, granting, conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold. The Mortgagee is hereby irrevocably appointed the true and lawful attorney of the Mortgagor (coupled with an interest), in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the Premises and rights so sold and for that purpose the Mortgagee may execute all necessary instruments of conveyance, assignment, transfer and delivery, and may substitute one or more persons with like power, the Mortgagor hereby ratifying and confirming all that said attorney or such substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, the Mortgagor, if so requested by the Mortgagee, shall ratify and confirm any such sale or sales by executing and delivering to the Mortgagee or to such purchaser or purchasers all

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such instruments as may be advisable, in the judgment of the Mortgagee, for the purpose, and as may be designated in such request. Any such sale or sales made under or by virtue of this Article III, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of the Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against the Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof from, through or under the Mortgagor.

(v) In the event of any sale made under or by virtue of this Article III (whether made by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale), the entire Indebtedness, if not previously due and payable, immediately thereupon shall, anything in the Note or in this Mortgage to the contrary notwithstanding, become due and payable.

(vi) Upon any sale made under or by virtue of this Article III (whether made by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale), the Mortgagee may bid for and acquire the Premises or any part thereof or interest therein and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the Indebtedness of the Mortgagor secured by this Mortgage the net sales price after deducting therefrom the expenses of the sale and the costs of the action and any other sums which the Mortgagee is authorized to deduct under this Mortgage.

(vii) No recovery of any judgment by the Mortgagee and no levy of an execution under any judgment upon the Premises or upon any other property of the Mortgagor shall affect in any manner or to any extent, the lien of this Mortgage upon the Premises or any part thereof, or any liens, rights, powers or remedies of the Mortgagee hereunder, but such liens, rights, powers and remedies of the Mortgagee shall continue unimpaired as before.

(viii) In the event that any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (Chapter 110, Section 15-1101 et seq., Illinois Revised Statutes) (herein called the "Act") the provision of the Act shall take precedence over the provision of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of the Mortgagor which are more limited than the rights that would otherwise be

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vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law. In addition, there shall be available to Mortgagee such additional rights and remedies to which Mortgagee is entitled under the Act, notwithstanding that the same may not be expressly provided hereunder.

Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in Article III of this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

Section 3.03. Possession of the Premises. Upon the occurrence of any Event of Default hereunder, it is agreed that the Mortgagor, if it is the occupant of the Premises or any part thereof, shall immediately surrender possession of the Premises so occupied to the Mortgagee, and if the Mortgagor is permitted to remain in possession, the possession shall be as a tenant of the Mortgagee and, on demand, Mortgagor shall pay to the Mortgagee monthly, in advance, a reasonable rental for the space so occupied and in default thereof Mortgagor may be dispossessed by the usual summary proceedings. The covenants herein contained may be enforced by a receiver of the Premises or any part thereof. Nothing in this Section 3.03 shall be deemed to be a waiver of the provisions of this Mortgage prohibiting the sale or other disposition of the Premises without the Mortgagee's prior written consent.

Section 3.04. Mortgagor's Actions After Default. After the happening of any Event of Default and immediately upon the commencement of any action, suit or other legal proceedings by the Mortgagee to obtain judgment for the Indebtedness, or of any other nature in aid of the enforcement of the Note or of this Mortgage, the Mortgagor will (i) waive the issuance and service of process and enter its voluntary appearance in such action, suit or proceeding and (ii) if required by the Mortgagee, consent to the appointment of a receiver or receivers of the Premises and of all the earnings, revenues, rents, issues, profits and income thereof.

Section 3.05. Control by Mortgagee After Default. Notwithstanding the appointment of any receiver, liquidator or trustee of the Mortgagor, or of any of its property, or of the Premises or any part thereof, the Mortgagee shall be entitled to retain possession and control of all property now and hereafter covered by this Mortgage.

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ARTICLE IV

Miscellaneous

Section 4.01. Credits Waived. Except as otherwise permitted under the Loan Agreement, the Mortgagor will not claim nor demand nor be entitled to any credit or credits against the Indebtedness for so much of the taxes assessed against the Premises or any part thereof, as is equal to the tax rate applied to the amount due on this Mortgage or any part thereof, and no deductions shall otherwise be made or claimed from the taxable value of the Premises or any part thereof by reason of this Mortgage or the Indebtedness secured hereby.

Section 4.02. No Releases. The Mortgagor agrees, that in the event the Premises (or any part thereof or interest therein) are sold and the Mortgagee enters into any agreement with the then owner of the Premises extending the time of payment of the Indebtedness, or otherwise modifying the terms hereof, the Mortgagor shall continue to be liable to pay the Indebtedness according to the tenor of any such agreement unless expressly released and discharged in writing by the Mortgagee.

Section 4.03. Notices. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when sent to any party hereto at its address above stated in accordance with the terms and conditions of the Loan Agreement.

Section 4.04. Binding Obligations. The provisions and covenants of this Mortgage shall run with the land, shall be binding upon the Mortgagor and shall inure to the benefit of the Mortgagee, subsequent holders of this Mortgage, and the respective successors and assigns of the foregoing. For the purpose of this Mortgage, the term "Mortgagor" shall include and refer to the Mortgagor named herein, any subsequent owners of the Premises (or any part thereof or interest therein), and their respective heirs, executors, legal representatives, successors and assigns. If there is more than one Mortgagor, all their undertakings hereunder shall be deemed joint and several.

Section 4.05. Legal Construction. The creation of this Mortgage, the perfection of the lien or security interest in the Premises, and the rights and remedies of the Mortgagee with respect to the Premises, as provided herein and by the laws of the State wherein the Real Property is located, shall be governed by and construed in accordance with the internal laws of the state wherein the Real Property is located without regard to principles of conflict of law. Otherwise, to the extent permitted by applicable law, this Mortgage, the Note, the Loan Agreement and all other

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obligations of Mortgagor (including the liability of Mortgagor for any deficiency following a foreclosure of all or any part of the Premises) shall be governed by and construed in accordance with the internal laws of the State of New York without regard to principles of conflicts of laws, such state being the state where such documents were executed and delivered. Nothing in this Mortgage, the Note or in any other agreement between the Mortgagor and the Mortgagee shall require the Mortgagor to pay, or the Mortgagee to accept, interest in an amount which would subject the Mortgagee to any penalty or forfeiture under applicable law. In the event that the payment of any charges, fees or other sums due hereunder or under the Note or any such other agreement which are or could be held to be in the nature of interest and which would subject the Mortgagee to any penalty or forfeiture under applicable law, then ipso facto the obligations of the Mortgagor to make such payment shall be reduced to the highest rate authorized under applicable law. Should the Mortgagee receive any payment which is or would be in excess of the highest rate authorized under law, such payment shall have been, and shall be deemed to have been, made in error and shall automatically be held by the Mortgagee as additional cash collateral for the Indebtedness.

Section 4.06. Captions. The captions of the Sections of this Mortgage are for the purpose of convenience only and are not intended to be a part of this Mortgage and shall not be deemed to modify, explain, enlarge or restrict any of the provisions hereof.

Section 4.07. Severability. Any provision of this Mortgage which is prohibited or unenforceable in any jurisdiction or prohibited or unenforceable as to any person or entity shall, as to such jurisdiction, person or entity or circumstance be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction or as to any other person or entity or circumstance.

Section 4.08. General Conditions.

(i) All covenants hereof shall be construed as affording to the Mortgagee rights additional to and not exclusive of the rights conferred under the provisions of any other applicable law.

(ii) This Mortgage cannot be altered, amended, modified or discharged orally and no executory agreement shall be effective to modify or discharge it in whole or in part, unless it is in writing and signed by the party against whom enforcement of the modification, alteration, amendment or discharge is sought.

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(iii) No remedy herein conferred upon or reserved to the Mortgagee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of the Mortgagee in exercising any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default, or any acquiescence therein. Acceptance of any payment (other than a monetary payment in cure of a monetary default) after the occurrence of an Event of Default shall not be deemed a waiver of or a cure of such Event of Default and every power and remedy given by this Mortgage to the Mortgagee may be exercised from time to time as often as may be deemed expedient by the Mortgagee. Nothing in this Mortgage or in the Note shall limit or diminish the obligation of the Mortgagor to pay the Indebtedness in the manner and at the time and place therein respectively expressed.

(iv) No waiver by the Mortgagee will be effective unless it is in writing and then only to the extent specifically stated. Without limiting the generality of the foregoing, any payment made by the Mortgagee for insurance premiums, taxes, assessments, water rates, sewer rentals, levies, fees or any other charges affecting the Premises, shall not constitute a waiver of the Mortgagor's default in making such payments and shall not obligate the Mortgagee to make any further payments.

(v) The Mortgagee shall have the right to appear in and defend any action or proceeding, in the name and on behalf of the Mortgagor which the Mortgagee, in its discretion, feels may adversely affect the Premises or this Mortgage. The Mortgagee shall also have the right to institute any action or proceeding which the Mortgagee, in its discretion, feels should be brought to protect its interest in the Premises or its rights hereunder. All costs and expenses incurred by the Mortgagee in connection with such actions or proceedings, including, without limitation, reasonable attorneys' fees and expenses and appellate attorneys' fees and expenses, shall be paid by the Mortgagor on demand and shall be secured by this Mortgage.

(vi) In the event of the passage after the date of this Mortgage of any law of any governmental authority having jurisdiction hereof or the Premises, deducting from the value of land for the purpose of taxation, affecting any lien thereon or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for federal, state or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, the Mortgagor shall promptly pay to the Mortgagee, on demand, all taxes, costs and charges for which the Mortgagee is or may be liable as a result thereof; provided that if said payment shall be prohibited by law, render the Note usurious or subject the

Mortgagee to any penalty or forfeiture, then and in such event the Indebtedness shall, at the option of the Mortgagee, be immediately due and payable, but the foregoing shall not in and of itself constitute an Event of Default under the Loan Agreement or the other Loan Documents.

(vii) The Mortgagor hereby appoints the Mortgagee as its attorney-in-fact in connection with the personal property and fixtures covered by this Mortgage, where permitted by law, to file on its behalf any financing statements or other statements in connection therewith with the appropriate public office signed by the Mortgagee, as secured party. This power, being coupled with an interest, shall be irrevocable so long as any part of the Indebtedness remains unpaid.

Section 4.09. Multisite Real Estate Transaction.
Mortgagor acknowledges that this Mortgage is one of a number of other mortgages, deeds of trust and assignments of leases and rents and other security documents (hereinafter collectively the "Other Loan Documents") which secure the Indebtedness in whole or in part. Mortgagor agrees that the lien of this Mortgage shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Mortgagee and, without limiting the generality of the foregoing, the lien hereof shall not be impaired by any acceptance by Mortgagee of any security for or guarantees upon any of the Indebtedness or by any failure, neglect or omission on the part of Mortgagee to realize upon or protect any of the Indebtedness or any collateral security therefor including the Other Loan Documents. The lien hereof shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or any disposition of any of the Indebtedness or of any of the collateral security therefor, including the Other Loan Documents or any guarantee thereof. Mortgagee may, at its discretion, foreclose, exercise any power of sale or exercise any other remedy available to it under any or all of the Other Loan Documents without first exercising or enforcing any of its rights and remedies hereunder, or may foreclose, exercise any power of sale, or exercise any other right available under this Mortgage without first exercising or enforcing any of its rights and remedies under any or all of the Other Loan Document. Such exercise of Mortgagee's rights and remedies under any or all of the Other Loan Documents shall not in any manner impair the Indebtedness or lien of the Mortgage, and any exercise of the rights or remedies of Mortgagee hereunder shall not impair the lien of any of the Other Loan Documents or any of Mortgagee's rights and remedies thereunder. Mortgagor specifically consents and agrees that Mortgagee may exercise its rights and remedies hereunder and under the Other Loan Documents separately or concurrently and in any order that Mortgagee may deem appropriate.

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Section 4.10. Loan Agreement Paramount. If and to the extent that any of the provisions of this Mortgage (with the exception of Sections 1.01, 1.03, 2.04, 2.06, 2.07 and Article III hereof) conflict or are otherwise inconsistent with any provisions of the Loan Agreement, the provisions of the Loan Agreement shall prevail.

Section 4.11. Receipt of Copy. The Mortgagor acknowledges that it has received a true copy of this Mortgage, provided without charge.

Section 4.12. Future Advances. Without limiting the generality of any other provision hereof, the Indebtedness shall include (a) all existing indebtedness of the Mortgagor to the Mortgagee evidenced by the Note and all renewals, extensions, modifications and replacements thereof, and (b) all future advances that may be subsequently made by the Mortgagee to be evidenced by the Note and all renewals, extensions, modifications and replacements thereof; provided that the maximum principal amount secured hereby of all existing indebtedness, future advances and all other indebtedness shall not at any one time exceed the total sum of \$214,000,000, together with interest thereon at the rate provided in the Note, attorney's fees and costs. All future advances that may be subsequently made by the Mortgagee shall be made within 20 years of the date hereof and have the same priority as advances made on the date hereof although there may be no indebtedness outstanding at the time any future advance is made. This Mortgage secures, among other things, a "revolving credit" loan within the meaning of Section 5d of the Illinois Banking Act. Furthermore, Mortgagee has bound itself and by the acceptance hereof does bind itself to make advances pursuant to and subject to the terms of the Loan Agreement and the parties hereby acknowledge and intend that all such advances whenever hereafter made shall be a lien from the time this Mortgage is recorded.


IN WITNESS WHEREOF, this Mortgage, Assignment of Rents and Security Agreement has been duly executed by the Mortgagor as of the date first above written.

ATTEST:


Marvin L. Miller
First Vice President

METROPOLITAN WHOLESALE
SUPPLY, INC.

By:


Title: President
Kenneth Fishbein

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ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

I, Lisa M. Vaccaro, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Marvin L. Miller and Kenneth Fishbein personally known to me and known by me to be the First Vice President and the President respectively of Metropolitan Wholesale Supply, Inc. in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth, and the said Marvin L. Miller and there acknowledged that he, as custodian of the corporate seal of Metropolitan Wholesale Supply, Inc. did affix the said corporate seal to said instrument as his 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 15th day of January, 1990.

Lisa M. Vaccaro

Notary Public

(Seal)

My Commission Expires:

6-20-90

LISA M. VACCARO
Notary Public, State of New York
No. 4931757
Qualified in Nassau County
Commission Expires June 20, 1990

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SCHEDULE "A"

PARCEL A:
THAT PART OF THE SOUTH EAST 1/4 OF THE NORTH EAST FRACTIONAL 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH EASTERLY RIGHT OF WAY LINE OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE MARIE RAILROAD AND A LINE WHICH IS 610.34 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTH EAST 1/4 OF THE NORTH EAST FRACTIONAL 1/4; THENCE SOUTH EASTERLY ALONG SAID RAILROAD RIGHT OF WAY, A DISTANCE OF 368.01 FEET TO A LINE WHICH IS 869.34 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTH EAST 1/4 OF THE NORTH EAST FRACTIONAL 1/4; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 520.23 FEET MORE OR LESS TO A POINT IN A LINE WHICH IS 495.41 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4 OF THE NORTH EAST FRACTIONAL 1/4; THENCE NORTH ALONG LAST DESCRIBED PARALLEL LINE A DISTANCE OF 259 FEET TO A LINE WHICH IS 610.34 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTH EAST 1/4 OF THE NORTH EAST FRACTIONAL 1/4; THENCE WEST ALONG LAST SAID PARALLEL LINE A DISTANCE OF 719.85 FEET; THENCE NORTH WESTERLY A DISTANCE OF 95.27 FEET TO THE EAST LINE OF WEST STREET, SAID LINE BEING 30 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTH EAST 1/4 OF THE NORTH EAST FRACTIONAL 1/4; THENCE SOUTH ALONG SAID EAST LINE OF WEST STREET, A DISTANCE OF 10 FEET TO THE NORTH EASTERLY RIGHT OF WAY LINE OF SAID ROAD; THENCE SOUTH EASTERLY ALONG SAID NORTH EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD A DISTANCE OF 50.75 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B:
EASEMENT FOR THE BENEFIT OF PARCEL 'A' AS CREATED BY GRANT FROM CONSOLIDATED FOODS CORPORATION, A CORPORATION OF MARYLAND TO JANET ELSTNER DATED JULY 15, 1963 AND RECORDED AUGUST 5, 1963 AS DOCUMENT 18873607 AND BY DEED FROM JANET ELSTNER TO LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 15, 1963 AND KNOWN AS TRUST NUMBER 31352 DATED JULY 15, 1963 AND RECORDED AUGUST 5, 1963 AS DOCUMENT 18873609, AND AS AMENDED BY GRANT FROM CONSOLIDATED FOODS COMPANY, A MARYLAND CORPORATION TO LASALLE NATIONAL BANK, AS TRUSTEE, DATED JANUARY 3, 1964 AND RECORDED JANUARY 27, 1964 AS DOCUMENT 19031348 FOR INGRESS AND EGRESS AND WATER UTILITY, STORM AND SANITARY SEWERS OVER THAT PART OF THE SOUTH EAST 1/4 OF THE NORTH EAST FRACTIONAL 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS 610.34 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH EAST 1/4 OF THE NORTH EAST FRACTIONAL 1/4 AND 113.08 FEET EAST OF THE WEST LINE OF SAID SOUTH EAST 1/4 OF THE NORTH EAST FRACTIONAL 1/4; THENCE EAST ALONG A LINE WHICH IS 610.34 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTH EAST 1/4 OF THE NORTH EAST FRACTIONAL 1/4 A DISTANCE OF 126.81 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 40 FEET; THENCE WEST AT RIGHT ANGLES TO LAST DESCRIBED COURSE A DISTANCE OF 70 FEET; THENCE WESTERLY ON A CURVED LINE TANGENT TO LAST DESCRIBED LINE CONVEX TO SOUTH AND HAVING A RADIUS OF 524.7 FEET A DISTANCE OF 146.05 FEET TO THE EAST LINE OF WEST STREET; THENCE SOUTH ALONG EAST LINE OF WEST STREET A DISTANCE OF 36.35 FEET; THENCE SOUTH EASTERLY 95.27 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 12-34-208-010

ADDRS: 2101 WEST ST., RIVER GROVE, IL

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