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(Illinois second mortgage)

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MORTGAGE, SECURITY AGREEMENT,

ASSIGNMENT OF LEASES AND RENTS, AND

FINANCING STATEMENT

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75-17-036 D1

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FINANCING STATEMENT is made as of June 14, 1994, between TERRY ROBINSON and ELIZABETH ROBINSON (jointly and severally, the "Mortgagor"), and CITICORP LEASING, INC., a [Delaware] corporation (the "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor is the sole shareholder of T.R. Foods, Inc., an Indiana corporation ("TRF"), which owns and operates a restaurant business, directly or through one or more of its subsidiaries;

WHEREAS, TRF is entering into a Loan Agreement of even date herewith (the "TRF Loan Agreement") pursuant to which Mortgagee has agreed to make a loan to TRF in the maximum aggregate principal amount of up to \$3,950,000 (the "TRF Loan") for the acquisition, financing, or refinancing of certain equipment, leasehold improvements, and intangibles and the refinancing of certain existing indebtedness of TRF in connection with the restaurant business of TRF, as more particularly set forth in the TRF Loan Agreement;

WHEREAS, as evidence of the indebtedness incurred under the TRF Loan, TRF has executed and delivered to Mortgagee the following Promissory Notes of even date herewith, payable to Mortgagee, in the aggregate principal amount of THREE MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS (\$3,950,000.00) (individually, a "Note" and collectively, the "TRF Notes"):

- (a) Promissory Note in the maximum aggregate principal amount of \$400,000;
- (b) Promissory Note in the maximum aggregate principal amount of \$400,000;
- (c) Promissory Note in the maximum aggregate principal amount of \$2,500,000; and
- (d) Promissory Note in the maximum aggregate principal amount of \$650,000;

in and by which TRF Notes TRF promises to pay the said principal sum, or so much thereof as has been advanced, and interest at the rate and in installments as provided in the TRF Notes, a final payment of the outstanding principal balance and accrued and unpaid interest being due on or before the first day of December, 2001. All of said principal and interest is made payable in such place as the holder or holders of the TRF Notes (the "Holders") may from time to time, by writing appoint;

WHEREAS, TRF's obligations under the TRF Loan Agreement and TRF Notes are secured by, among other things, that certain Mortgage, Security Agreement, Assignment of Leases and Rents, and Financing Statement of even date herewith (the "TRF First Mortgage"), which encumbers those four certain properties leased by TRF from persons unrelated to TRF or Robinsons, as more particularly described in said mortgage (the "TRF Properties");

WHEREAS, all other restaurant operations owned and operated by TRF or its subsidiaries are located on and within certain land and improvements owned or leased by Mortgagor (as hereinafter described) located (i) in Cook County, Illinois, and more particularly described in Exhibit A:1 through Exhibit A:8 (inclusive) attached hereto and made a part hereof (collectively, the "Illinois Properties") and (ii) in Lake County, Indiana, and more particularly described in Exhibit B:1 through Exhibit B:8 attached hereto and made a part hereof (collectively, the "Indiana

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Properties") (the Illinois Properties and Indiana Properties being sometimes collectively referred to herein as the "Properties"), all as more particularly set forth in the TRF Loan Agreement;

WHEREAS, Mortgagor has leased the Illinois Properties to TRF, pursuant to those certain leases described on Exhibit C attached hereto and made a part hereof (collectively, the "Operating Leases"); and

WHEREAS, Mortgagor is executing and delivering to Mortgagee a certain Guaranty of even date herewith ("Guaranty"), by which Mortgagor unconditionally guaranties to Mortgagee full and prompt payment and performance of the obligations of TRF under the TRF Notes, the TRF Loan Agreement, and the other "Loan Documents" (as hereinafter defined), as a condition and requirement for the closing and funding of the TRF Loan under the TRF Loan Agreement;

WHEREAS, an additional condition and requirement for the closing of the TRF Loan under the TRF Loan Agreement is the execution and delivery of this Mortgage to secure payment and performance of Mortgagor's obligations under the Guaranty;

WHEREAS, because the Properties are located in two counties in different states, this Mortgage has been executed for recordation in Cook County, Illinois, in order to grant and perfect Mortgagee's interests hereunder with respect to the Illinois Properties, and a mortgage instrument of even date herewith and substantially identical to this Mortgage has been executed for recordation in Lake County, Indiana, in order to grant and perfect Mortgagee's interests thereunder with respect to the Indiana Properties (herein called the "Indiana Second Mortgage"); however, it is intended that all of the Properties (together with the TRF Properties and the property encumbered by the Second Contract Assignment, as defined in the Indiana First Mortgage) shall secure the TRF Loan and the collective obligations of Mortgagor and TRF under the Guaranty, the TRF Notes, the TRF Loan Agreement, the TRF Mortgage, the Indiana Second Mortgage, the Second Contract Assignment, and this Mortgage, without being limited by any allocation of the indebtedness and obligations thereunder to or among any of such properties;

WHEREAS, the TRF Loan is part of a combined loan facility pursuant to which Mortgagee is also making a loan to Mortgagor in the aggregate principal amount of up to \$5,450,000, pursuant to a Loan Agreement of even date herewith executed by Mortgagor and Mortgagee (the "Robinson Loan Agreement"), and Mortgagor is executing and delivering to Mortgagee four certain promissory notes of even date herewith, as more particularly described in the Robinson Loan Agreement (collectively, the "Robinson Notes"); and

WHEREAS, Mortgagor's obligations under the Robinson Loan Agreement and Robinson Notes are secured by, among other things, that certain Guaranty of even date herewith executed by TRF in favor of Mortgagee (the "TRF Guaranty"), and that certain Mortgage, Security Agreement, Assignment of Leases and Rents, and Financing Statement of even date herewith upon the TRF Properties (the "TRF Second Mortgage"), which mortgage is to be secondary and subordinate to the TRF First Mortgage;

WHEREAS, Mortgagor has agreed that Mortgagor's obligations under the Robinson Notes and the Robinson Loan Agreement are to be secured by (i) a Mortgage, Security Agreement, Assignment of Leases and Rents, and Financing Statement of even date herewith encumbering all of the Indiana Properties (the "Indiana First Mortgage"), (ii) a Mortgage, Security Agreement, Assignment of Leases and Rents, and Financing Statement of even date herewith encumbering all of the Illinois Properties (the "Illinois First Mortgage"), which Indiana First Mortgage and Illinois First Mortgage are to be prior and superior to this Mortgage and the Indiana Second Mortgage, respectively, and (iii) the First Contract Assignment, as defined in the Indiana First Mortgage (it being intended that all of the Properties, together with the TRF Properties and the property encumbered by the First Contract Assignment, shall secure the payment and performance of the collective obligations of Mortgagor and TRF under the Robinson Loan Agreement, the Robinson Notes, the Indiana First Mortgage, the Illinois First Mortgage, the First Contract Assignment, the TRF Guaranty, and the TRF Second Mortgage, without being limited by any allocation of the indebtedness and obligations under thereunder to or among any of such properties); and

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WHEREAS, Mortgagor will benefit financially from the TRF Loan and the financing contemplated under the TRF Loan Agreement, through its ownership of TRF;

NOW, THEREFORE, Mortgagor, in consideration of the TRF Loan evidenced by the TRF Notes and to secure the timely payment of both principal and interest in accordance with the terms and provisions of each of the TRF Notes as required by the Guaranty and in accordance with the terms, provisions and limitations of this Mortgage, and to secure the payment and performance by Mortgagor of the obligations, covenants and agreements of Mortgagor contained herein and in the Guaranty, does by these presents CONVEY, MORTGAGE AND WARRANT unto Mortgagee, its successors and assigns, the real estate described in Exhibit A-1 through Exhibit A-8 (inclusive) attached hereto (the "Land") and made a part hereof and all of its estate, right, title and interest therein, situated, lying, and being in the County of Cook and State of Illinois, which, with the property hereinafter described, is collectively referred to as the "Premises";

TOGETHER with all easements, rights of way, strips and gores of land, vaults, streets, alleys, water rights, mineral rights, and rights used in connection with the Land or to provide a means of access to the Land, and all tenements, hereditaments and appurtenances thereof and thereto pertaining or belonging, and all underground and overhead passageways and licenses in connection therewith;

TOGETHER with all leasehold estates, right, title and interest of the Mortgagor in any and all of the Operating Leases and all other leases (if any), subleases, management agreements, arrangements, concessions, or agreements, written or oral, relating to the use and occupancy of the Land and improvements or any portion thereof located thereon, now or hereafter existing or entered into;

TOGETHER with 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 accounts receivable by Mortgagor derived from the ownership and/or leasing of the Premises, all of which are intended to be assigned presently and absolutely to Mortgagee as provided in Section 15 hereof notwithstanding any language contained herein to the contrary;

TOGETHER with any and all buildings and improvements now or hereafter erected on the Land, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings and improvements (to the extent of Mortgagor's rights, title, and interests therein) and all tangible personal property owned by Mortgagor now and any time hereafter located on or at the Land or used in connection therewith, including, but not limited to, all goods, machinery, tools, equipment (including fire sprinklers and alarm systems, air conditioning, heating, boilers, refrigerating, electronic monitoring, water, lighting, power, sanitation, waste removal, entertainment, recreational, window or structural cleaning rigs, maintenance and all other equipment of every kind), lobby and all other indoor or outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), furnishings, appliances, inventory, rugs, carpets and other floor coverings, draperies, drapery rods and brackets, awnings, venetian blinds, partitions, chandeliers and other lighting fixtures, and all other fixtures, apparatus, equipment, furniture, furnishings, and articles used in connection with the operation of the improvements on the Land, it being understood that the enumeration of any specific articles of property shall in no wise result in or be held to exclude any items of property not specifically mentioned; and

TOGETHER with all the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Mortgagor now has or may hereinafter acquire in the Premises, and any and all awards made for the taking by eminent domain, or by any proceedings or purchase in lieu thereof, of the whole or any part of the Premises, including without limitation any awards resulting from the change of grade of streets and awards for severance damages.

All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the

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real estate, and shall for the purposes of this Mortgage be deemed to be real estate and conveyed and mortgaged hereby.

Mortgagor covenants that it is lawfully seized of the Premises, that the same are unencumbered except for the Illinois First Mortgage and exceptions permitted under the TRF Loan Agreement and Robinson Loan Agreement, or otherwise approved by Mortgagee, and that it has good right, full power and lawful authority to convey and mortgage the same, and that it will warrant and forever defend said Premises and the quiet and peaceful possession of the same against the lawful claims of all persons whomsoever.

TO HAVE AND TO HOLD the Premises unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

Maintenance, Repair and Restoration of Improvements, Payment of Liens, Etc.

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for liens; provided, however, that Mortgagor shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim upon furnishing (i) to the title insurance company approved by Mortgagee such security or indemnity as it may require to induce said title insurance company to issue its title insurance commitments or its mortgage title insurance policies insuring against all such claims or liens, or (ii) to Mortgagee such other security with respect to such claim as may be acceptable to Mortgagee; (c) subject to the limited recourse clause set forth at Section 35 hereinafter, pay when due any indebtedness which may be secured by a lien or charge on the Premises (or any portion thereof) and comply with all requirements of all loan documents evidencing or securing such indebtedness, and, upon request, exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) promptly complete in a good and workmanlike manner in accordance with the terms of the TRF Loan Agreement and Robinson Loan Agreement any building or buildings or any improvements now or at any time in the process of erection upon the Premises and any renovation of existing buildings; (e) comply with all requirements of law, municipal ordinances or restrictions of record with respect to the Premises (or any portion thereof) and the use thereof; (f) initiate or acquiesce in no zoning variation or reclassification without Mortgagee's written consent; (g) subject to the limited recourse clause set forth at Section 35 hereinafter, pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of the Guaranty; (h) make no material alterations to or demolish any portion of the Premises, except as required by law or municipal ordinance or as contemplated by the TRF Loan Agreement or Robinson Loan Agreement; and (i) suffer or permit no change in the general nature of the occupancy of the Premises (or any portion thereof) without Mortgagee's written consent.

Payment of Taxes

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges and other charges against the Premises ("Impositions") when due and shall, upon written request, furnish to Mortgagee duplicate receipts therefor. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by statute, any Impositions which Mortgagor may decide to contest.

Insurance

3. Mortgagor shall maintain casualty, liability and other policies of insurance relating to the Premises as required pursuant to Section 4.01(e) of the Robinson Loan Agreement. All policies of insurance to be furnished hereunder shall (i) be in forms, companies and amounts satisfactory to Mortgagee and (ii) at all times prior to and during foreclosure and at any time prior to confirmation of the foreclosure sale, bear mortgagee clauses or other loss payable clauses in favor of and satisfactory to Mortgagee, including a provision requiring that the coverage thereby shall not be terminated or materially modified without thirty (30) days prior written notice to Mortgagee. Mortgagor shall deliver all policies, including additional and renewal policies, together with evidence of payment of premiums thereon, to Mortgagee, and in the case of all

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insurance about to expire, shall deliver renewal policies not less than thirty (30) days prior to their respective dates of expiration.

Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Mortgagee is included thereon under a standard, non-contributory mortgagee clause acceptable to Mortgagee. Mortgagor shall immediately notify Mortgagee whenever any such separate insurance is taken out and shall promptly deliver to Mortgagee the original policy or policies of such insurance.

Within ninety (90) days following the end of each fiscal year of Mortgagor, at the request of Mortgagee, Mortgagor agrees to furnish evidence of replacement costs, without cost to Mortgagee, such as are regularly and ordinarily made by insurance companies to determine the then replacement cost of the building(s) and other improvements on the Premises.

Adjustment of Losses with Insurer and Application of Proceeds of Insurance

4. In the event of any loss or damage to any portion of the Premises due to fire or other casualty, the proceeds of insurance shall be paid over to Mortgagee and shall be applied first to reimbursement of all costs and expenses of Mortgagee in connection with the recovery of such proceeds, and then shall be applied, in Mortgagee's sole discretion and without regard to the adequacy of its security hereunder or under the Indiana Second Mortgage or other Loan Documents, either (i) to the payment or prepayment (without premium) of any indebtedness secured hereby, in such order as Mortgagee may determine, or (ii) to Mortgagor for reimbursement of costs and expenses incurred by Mortgagor in the restoration of the Premises affected by such casualty provided however, that so long as no Event of Default has occurred and Mortgagor can establish to Mortgagee's reasonable satisfaction that the restored site will operate in an economically satisfactory manner, then such proceeds shall be applied to restoration of the Properties. Any application of such amounts or any portion thereof to any indebtedness secured hereby shall not be deemed to cure or waive any default or notice of default hereunder or invalidate or limit any actions taken or to be taken by Mortgagee on account of any such default or notice of default. In the event Mortgagee elects to reimburse Mortgagor out of insurance proceeds, such proceeds shall be made available from time to time, subject to satisfaction by Mortgagor of such conditions and requirements as Mortgagee may determine to be necessary or prudent under the circumstances. Such conditions and requirements shall include, without limitation, architectural review and verification of plans and specifications, cost estimates and projections; review of construction contracts, contractors, and bids; requirements for contractors' bonds, requirements for draw request documentation (such as, but not limited to, contractors' certifications, progressive lien waivers, and architect's certifications) and other evidence of the progress of work performed to date and compliance of such work with plans, specifications, and applicable legal requirements); protections against mechanics' liens and contractor disputes; collateral assignments to Mortgagee of all applicable construction and architectural agreements as additional security for the TRF Loan; and guaranties of completion. Mortgagor assumes full responsibility for the proper performance of and payment for all such construction or restoration work and the activities of the persons performing the same, and in no event shall Mortgagee have any obligations or liabilities with respect thereto notwithstanding Mortgagee's review, examination, or investigation of plans and specifications, contractors, bids, draw request documentation, the progress of construction, or other actions taken by Mortgagor in connection with such construction and restoration, all of such actions being intended solely for the protection and benefit of Mortgagee. Mortgagor shall indemnify and hold Mortgagee harmless against all claims, costs, losses, and damages asserted by any individual or entity arising out of the construction or restoration plans or work.

In case of the occurrence of any default under this Mortgage which would entitle Mortgagee to declare the whole of the principal sum secured hereby to become due and payable in accordance with Section 11 of this Mortgage, whether or not such default shall have occurred after Mortgagor may theretofore have commenced restoration or rebuilding or let contracts or otherwise obligated itself for the payment of any of the costs thereof or may theretofore otherwise have become entitled to receive reimbursement out of insurance proceeds, and whether or not foreclosure proceedings may have commenced, Mortgagee shall be relieved of any obligation for reimbursement of Mortgagor, and the proceeds of any such insurance policy or policies, if not theretofore applied to reimbursement for restoration or rebuilding, may, at the option of Mortgagee, be applied: (a) in payment or reduction of the indebtedness secured hereby; or (b) in payment or reduction of the amount due in accordance with any judgment of foreclosure and any

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supplemental judgments that may be entered in any such proceedings; or (c) to payments directly to persons furnishing and supplying labor, services and materials for such restoration or rebuilding, and the balance, if any, after full payment and satisfaction of all such indebtedness, shall be paid to the owner of redemption if it shall then be entitled to the same or as the court may direct. In case of the foreclosure of this Mortgage, the court in its judgment may provide that Mortgagee, as judgment creditor, may cause a new or additional loss clause to be attached to each of said policies making the loss thereunder payable to it as such judgment creditor; and any such foreclosure judgment may further provide, unless the right of redemption has been waived pursuant to Section 15-1601(b) of the Illinois Mortgage Foreclosure Law, as amended from time to time ("Act"), that in case of redemption under said judgment, pursuant to the Act, then, and in every such case, the redeemer may cause the preceding loss clause attached to each insurance policy to be cancelled and a new loss clause to be attached thereto, making the loss thereunder payable to such redeemer. In the event of foreclosure sale, Mortgagee is hereby authorized, but not required, without the consent of Mortgagor, to assign or cause a receiver to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.

Stamp Tax

5. If, by the laws of the United States of America, or of any state or political subdivision having jurisdiction over Mortgagor, any tax is due or becomes due in respect of the issuance of the Note, or recording of this Mortgage, Mortgagor covenants and agrees to pay such tax in the manner required by any such law. Mortgagor further covenants to hold harmless and agrees to indemnify Mortgagee, its successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the Note, or recording of this Mortgage.

Prepayment Privilege

6. TRF has the privilege of making prepayment on the principal of the TRF Notes, in whole or in part, only in accordance with the terms and conditions set forth in the TRF Notes. In any case in which prepayment is made when not permitted (including prepayment on account of any acceleration of all or any part of the indebtedness under any of the TRF Notes), or is only permitted upon the payment of any fee or premium, all prepayment fees, premiums, and charges payable by Mortgagor pursuant to the Guaranty shall be secured by this Mortgage.

Effect of Extensions of Time and Amendments

7. If the payment of the indebtedness secured by this Mortgage or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse, if any, against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation or release. Any person or entity taking a junior mortgage or other lien upon the Premises or any interest therein, shall take said lien subject to the rights of Mortgagee herein to amend, modify, and supplement this Mortgage, the Guaranty, and each of the Loan Documents, and to vary the rate of interest on the TRF Loan and the method of computing the same, and to impose additional fees and other charges, and to extend the maturity of the TRF Loan, and to grant partial releases of the lien of this Mortgage, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien. Nothing in this Paragraph contained shall be construed as waiving any provision contained herein which provides, among other things, that it shall constitute an Event of Default if the Premises be sold, conveyed, or encumbered.

Effect of Changes in Laws Regarding Taxation

8. In the event of the enactment after this date of any law of the State of Illinois or any political subdivision thereof deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by Mortgages or the Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the

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debt secured hereby or the Holders, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor; provided, however, that if in the opinion of counsel for Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

Mortgagee's Performance of Defaulted Acts; Protective Advances; Subrogation

9. In case Mortgagor fails to perform any of its covenants and agreements herein, in the Guaranty, or in any other Loan Document, Mortgagee may, but need not, make any payment or perform any act herein or therein required of Mortgagor, in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on any Prior Encumbrances (as hereinafter defined), if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment.

In the event Mortgagee shall elect, pursuant to this Section 9, to undertake to perform Mortgagor's obligations for restoration or rebuilding as required of Mortgagor by Section 4 or Section 19 of this Mortgage or the TRF Loan Agreement or Robinson Loan Agreement, Mortgagee shall not be required to restore or rebuild the improvements to any greater extent than will be covered by available proceeds or estimated proceeds of insurance or condemnation award. An estimate of available proceeds may be made if at such time as Mortgagee is prepared to arrange for plans, solicit bids, let a contract, or otherwise proceed with restoration, the loss may not have been adjusted with insurers or the court may not have finally determined the amount of a condemnation award. If Mortgagee shall have expended any amount for restoration or rebuilding in excess of the actual or estimated proceeds of insurance or condemnation award for the purpose of such repair or replacement, the amount of such excess ("Excess Restoration Cost") so expended by Mortgagee shall constitute additional indebtedness hereunder and shall be secured by the lien hereof.

All advances, disbursements and expenditures (collectively "advances") made by Mortgagee before and during foreclosure, prior to sale and where applicable, after sale, for the following purposes, including interest thereon at the Default Rate (as such term is defined in the Note), are hereinafter referred to as "Protective Advances":

- (a) advances pursuant to this Section 9;
- (b) Excess Restoration Costs;
- (c) advances in accordance with the terms of this Mortgage to: (i) protect, preserve or restore the Premises; (ii) preserve the lien of this Mortgage, or the priority thereof; or (iii) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 15-1302 of the Act;
- (d) payments of (i) when due installments of principal, interest or other obligations in accordance with the terms of any Prior Encumbrance; (ii) when due installments of real estate taxes and other Impositions; (iii) other obligations authorized by this Mortgage; or (iv) with court approval any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, all as referred to in the first paragraph of this Section of this Mortgage and in Section 15-1505 of the Act;
- (e) attorneys' fees and other costs incurred in connection with the foreclosure of this Mortgage as referred to in Sections 1504 (d)(2) and 15-1510 of the Act and in connection with any other litigation or administrative proceeding to which the Mortgagee may be or become or be threatened or contemplated to be a party, including probate and bankruptcy proceedings, or in the preparation for the commencement or defense of any such suit or proceeding; including filing fees, appraisers' fees, outlays for documents and expert evidence, witness fees, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of judgment) of procuring all such abstracts of title, title charges and examinations, foreclosure minutes, title insurance

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policies, Torrens certificates, appraisals, and similar data and assurances with respect to title and value as Mortgagee may deem reasonably necessary either to prosecute or defend such suit or, in case of foreclosure, to evidence to bidders at any sale which may be had pursuant to the foreclosure judgment the true condition of the title to or the value of the Premises;

(f) Mortgagee's fees and costs arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b) (1) of Section 15-1508 of the Act;

(g) payment by Mortgagee of Impositions as required of Mortgagor by Section 2 of this Mortgage;

(h) Mortgagee's advances of any amount required to make up a deficiency in deposits for installments of Impositions, as required of Mortgagor by Section 2 of this Mortgage;

(i) expenses deductible from proceeds of sale referred to in Subsections (a) and (b) of Section 15-1512 of the Act; and

(j) expenses incurred and expenditures made by Mortgagee for any one or more of the following: (i) if the Premises or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the owner thereof; (ii) if any of the Premises consists of an interest in a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (iii) premiums upon casualty and liability insurance made by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required, without regard to the limitation to maintaining of insurance in effect at the time any receiver or mortgagee takes possession of the Premises imposed by Subsection (c)(1) of Section 15-1704 of the Act; (iv) payments required or deemed by Mortgagee to be for the benefit of the Premises or required to be made by the owner of the Premises under any grant or declaration of easement, easement agreement, reciprocal easement agreement, agreement with any adjoining land owners or other instruments creating covenants or restrictions for the benefit of or affecting the Premises; (v) shared or common expense assessments payable to any association or corporation in which the owner of the premises is a member in any way affecting the Premises; (vi) operating deficits incurred by Mortgagee in possession or reimbursed by Mortgagee to any receiver; (vii) if the Title Loan secured hereby is to be used to fund any costs of construction, costs incurred by Mortgagee for completion of construction not completed by Borrower; (viii) fees and costs incurred to obtain an environmental assessment report relating to the Premises; and (ix) any monies expended in excess of the face amount of the Note as recited in Section 32 of this Mortgage.

This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time the Mortgage is recorded, pursuant to Subsection (b)(5) of Section 15-1302 of the Act.

The Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, be included in:

(a) determination of the amount of indebtedness secured by this Mortgage at any time;

(b) the indebtedness found due and owing to the Mortgagee in the judgment of foreclosure and any subsequent amendment of such judgment, supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after entry of such judgment, it being hereby agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

(c) if right of redemption has not been waived by this Mortgage, computation of the amount required to redeem, pursuant to Subsections (d)(2) and (e) of Section 15-1603 of the Act;

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(d) determination of amounts deductible from sale proceeds pursuant to Section 15-1512 of the Act;

(e) determination of the application of income in the hands of any receiver or mortgagee in possession; and

(f) computation of any deficiency judgment pursuant to Subsections (b)(2) and (c) of Section 15-1508 and Section 15-1511 of the Act.

All moneys paid for Protective Advances or any of the other purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys 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 (as such term is defined in the Note). Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

Should the proceeds of the Note or any part thereof, or any amount paid out or advanced hereunder by Mortgagee, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any senior mortgage (as described in Subsection (i) of Section 15-1505 of the Act) or any other lien or encumbrance upon the Premises or any part thereof on a parity with or prior or superior to the lien hereof ("Prior Encumbrance"), then as additional security hereunder, the Mortgagee shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, however remote, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment.

Mortgagee's Reliance on Tax Bills, Etc.

10. Mortgagee in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

Acceleration of Indebtedness in Case of Default

11. The occurrence of any one or more of the following shall constitute an "Event of Default" hereunder:

(a) If TRF shall fail to pay any principal or interest under the any of the TRF Notes within ten (10) days of when due, or shall fail to pay any other sum owing under any of the Loan Documents within ten (10) days of when due, and Mortgagor shall fail to pay of such obligation within three (3) business days after written notice thereof; or

(b) If TRF shall default in the performance of its non-monetary covenants, agreements and obligations hereunder, and shall fail to cure any such default within twenty (20) days after written notice thereof from Mortgagee; or

(c) If any default shall have occurred under any of the TRF Loan Agreement, TRF First Mortgage, Indiana Second Mortgage, the Second Contract Assignment, the TRF First Mortgage, or any of the other documents or instruments securing the TRF Loan, and such default shall not have been cured within any applicable grace period thereunder; or

(d) If any default shall have occurred under the Robinson Loan Agreement, the Robinson Notes, the Indiana First Mortgage, Illinois First Mortgage, First Contract Assignment, TRF Second Mortgage, or any of the documents or instruments securing the Robinson Loan, and the same shall not have been cured within any applicable grace period thereunder;

(e) If there shall occur any default in the payment of rent or other sums required to be paid under any of the Operating Leases by the lessee thereunder, or any of the Operating Leases shall be amended, modified, or terminated without Mortgagee's prior written consent; or

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(f) If Mortgagor shall accept prepayment of rent under any of the Operating Leases more than thirty (30) days in advance; or if Mortgagee shall default in the performance of its covenants, agreements and obligations under any of the Operating Leases, and shall fail to cure any such default within twenty (20) days after written notice thereof from Mortgagee; or

(g) If any unpermitted transfer described in Section 27 hereof shall occur.

Upon the occurrence of any Event of Default hereunder, the whole of said principal sum hereby secured shall, at once, at the option of Mortgagee, become immediately due and payable, together with accrued interest thereon, without any presentment, demand, protest or notice of any kind to Mortgagor.

Foreclosure: Expense of Litigation: Indemnification

12. Subject to the limited recourse clause set forth at Section 35 hereinafter, if an Event of Default has occurred hereunder, or when the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof and pursue all remedies afforded to a mortgagee under and pursuant to the Act. In case of any foreclosure sale of the Premises, the same may be sold in one or more parcels.

It is further agreed that if default be made in the payment of any part of the indebtedness secured by this Mortgage, the Indiana Second Mortgage, the Second Contract Assignment, or the TRF First Mortgage (collectively, the "Mortgages"), as an alternative to the right of foreclosure for the full secured indebtedness after acceleration thereof, Mortgagee shall have the right to institute partial foreclosure proceedings with respect to the portion of said indebtedness as to which Mortgagor shall be in default under the Guaranty (either for recovery of those payments or installments which shall then be due and payable, without acceleration of the TRF Notes or the obligations under the Guaranty, or for recovery of such payments and amounts due under the Guaranty as Mortgagee may elect to accelerate), without accelerating all of the TRF Notes or all of Mortgagor's obligations under the Guaranty) against any one or more of the Properties, the TRF Properties, or the property encumbered by the Second Contract Assignment, as Mortgagee may elect, as if under a full foreclosure, and without declaring the entire secured indebtedness due (such proceeding being hereinafter referred to as a "partial foreclosure"), and provided that if foreclosure judgment is entered pursuant to a partial foreclosure proceeding because of default of a part of the secured indebtedness, such judgment and sale pursuant thereto may be made subject to the continuing lien of each of the Mortgages for the unmatured part of the secured indebtedness; and it is agreed that such judgment or sale pursuant to a partial foreclosure, if so made, shall not in any manner affect the unmatured part of the secured indebtedness, but as to such unmatured part, each of the Mortgages and the liens hereof and thereof shall remain in full force and effect just as though no foreclosure judgment or sale had been entered or made under the provisions of this Section. Notwithstanding the filing of any partial foreclosure or entry of a judgment of foreclosure therein, Mortgagee may elect at any time prior to a foreclosure sale pursuant to such judgment, to discontinue such partial foreclosure and to accelerate the secured indebtedness by reason of any uncured default or defaults upon which such partial foreclosure was predicated or by reason of any other defaults, and proceed with full foreclosure proceedings. It is further agreed that several foreclosure sales may be made pursuant to partial foreclosure without exhausting the right of full or partial foreclosure sale for any unmatured part of the secured indebtedness, it being the purpose to provide for a partial foreclosure sale of the secured indebtedness for any matured portion of the secured indebtedness without exhausting the power to foreclose and to sell any of the aforesaid properties pursuant to any such partial foreclosure for any other part of the secured indebtedness whether matured at the time or subsequently maturing, and without exhausting any right of acceleration and full foreclosure.

Without limiting the liability of Mortgagor as set forth above, Mortgagor shall indemnify Mortgagee and its officers, directors, employees and agents, and hold them harmless from and against all claims, injury, damage, loss and liability of any and every kind to any persons or property by reason of (i) any construction or other work contemplated by the TRF Loan Agreement; (ii) the operation or maintenance of the Premises or any of the Properties; or (iii) any other action or inaction by, or matter which is the responsibility of Mortgagor.

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Application of Proceeds of Foreclosure Sale

13. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in accordance with the provisions of Subsection (c) of Section 15-1512 of the Act. The judgment of foreclosure or order confirming the sale shall provide (after application pursuant to Subsections (a) and (b) of said Section 15-1512) for application of sale proceeds in the following order of priority: first, all items not covered by the provisions of said Subsections (a) and (b), which under the terms hereof constitute secured indebtedness additional to that evidenced by the Guaranty, with interest thereon as herein provided; and second, all principal and interest remaining unpaid under the Guaranty.

Appointment of Receiver

14. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed shall appoint a receiver of the Premises whenever Mortgagee, when entitled to possession, so requests pursuant to Section 15-1702(a) of the Act or when such appointment is otherwise authorized by operation of law. Such receiver shall have all powers and duties prescribed by Section 15-1704 of the Act, including the power to make leases to be binding upon all parties, including the Mortgagor after redemption, the purchaser at a sale pursuant to a judgment of foreclosure and any person acquiring an interest in the Premises after entry of a judgment of foreclosure, all as provided in Subsection (g) of Section 15-1701 of the Act. Such receiver shall have all 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 the period of receivership. The court from time to time, either before or after entry of judgment of foreclosure, may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the indebtedness secured hereby, or by or included in any judgment of foreclosure or supplemental judgment or other item for which Mortgagee is authorized to make a Protective Advance; and (b) the deficiency in case of a sale and deficiency.

Assignment of Rents and Leases

15. To further assure the repayment of the indebtedness secured hereby, Mortgagor hereby sells, assigns and transfers unto Mortgagee all the rents, issues and profits now due and which may hereafter become due under or by virtue of the Operating Leases and any other lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute present transfer and assignment of all such leases and agreements, and all the avails thereunder and all such other revenue, to Mortgagee and not merely the passing of a security interest. Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney in its name and stead (with or without taking possession of the Premises as provided in Section 16 hereof) to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms as said Mortgagee shall, in its discretion, determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due, under each and every of the leases and agreements, written or verbal, or other tenancy existing, or which may hereafter exist on the Premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Mortgagee would have upon taking possession pursuant to the provisions of Section 16 hereof.

Mortgagor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Premises for more than one installment in advance and that, except as authorized in the TRF Loan Agreement or Robinson Loan Agreement, the payment of none of the rents to accrue for any portion of the said Premises will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagor, except as may be approved in writing by Mortgagee. As between Mortgagor and Mortgagee, Mortgagor waives any rights of set off against any person in possession of any portion of the Premises. If any lease provides for the abatement of rent during repair of the Premises demised thereunder by reason of fire or other casualty, Mortgagor shall furnish to Mortgagee loss of rents [business interruption] insurance, the policies to be in amount and form and written by such insurance companies as shall be satisfactory to Mortgagee. Mortgagor agrees that it will not assign any of the rents or profits of the Premises, except to a purchaser or grantee of the Premises.

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Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the taking of actual possession of the Premises by Mortgagee pursuant to Section 16 hereof. In the exercise of the powers herein granted Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagor.

Mortgagor further agrees to assign and transfer to Mortgagee all future leases upon all or any part of the Premises and to execute and deliver, at the request of Mortgagee, all such further assurances and assignments in the Premises as Mortgagee shall from time to time reasonably require.

Although it is the intention of the parties that the assignment contained in this Section 15 shall be a present absolute assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by this Section until a default shall have occurred under this Mortgage, the Note, the TRF Loan Agreement, the Loan Documents or any other instrument evidencing or securing the indebtedness secured hereby or delivered pursuant to the TRF Loan Agreement and the default shall not have been cured within the applicable grace period provided therefor, if any.

Mortgagee's Right of Possession in Case of Default

16. In any case in which under the provisions of this Mortgage Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after judgment thereunder, and at all times until confirmation of sale, Mortgagor shall forthwith, upon demand of Mortgagee, surrender to Mortgagee and Mortgagee shall be entitled to take, and upon Mortgagee's request to the court Mortgagee shall be placed in possession of, the Premises or any part thereof, personally, or by its agent or attorneys as provided in Subsections (b)(2) and (c) of Section 1701 of the Act. In such event Mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain or may apply to the court in which a foreclosure is pending to be placed in possession of all or any part of said Premises, together with all documents, books, records, papers and accounts of Mortgagor or then owner of the Premises relating thereto, and may exclude Mortgagor, its agents or servants, wholly therefrom and may, as attorney in fact or agent of Mortgagee, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and action in distress for rent, and with full power: (a) to cancel or terminate any lease or sublease (including any of the Operating Leases) for any cause or on any ground which would entitle Mortgagor to cancel the same; (b) to elect to disaffirm any lease or sublease (including any of the Operating Leases) which is then subordinate to the lien hereof; (c) to modify any then existing leases and to make new leases, which modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and beyond the date of 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 such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; (d) to enter into any management, leasing or brokerage agreements covering the Premises; (e) to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises as to it may seem judicious; (f) to insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof; and (g) to receive all of such avails, rents, issues and profits; hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor. Without limiting the generality of the foregoing provisions of this Section, Mortgagee shall also have all power, authority and duties as provided in Section 15-1703 of the Act.

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Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases, including the Operating Leases. Mortgagor shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur by reason of its performance of any action authorized under this Section 16 and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements of Mortgagor. Should Mortgagee incur any such liability, loss or damage, by its performance or nonperformance of actions authorized by this Section, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest on any such amount at the Default Rate shall be secured hereby, and Mortgagor shall reimburse Mortgagee therefor immediately upon demand.

Application of Income Received by Mortgagee

17. Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it by Section 15 and Section 16 hereof, shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Mortgagee may determine:

- (a) to the payment of the operating expenses of the Premises, including cost of management and leasing thereof (which shall include reasonable compensation to Mortgagee and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;
- (b) to the payment of Protective Advances;
- (c) to the payment of all maintenance, repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises, and of placing the Premises in such condition as will, in the judgment of Mortgagee, make it readily rentable; and
- (d) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

Mortgagee's Right of Inspection

18. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

Condemnation

19. Mortgagor hereby assigns, transfers and sets over unto Mortgagee its entire interest in the proceeds (the "Condemnation Proceeds") of any award or any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation or any transaction in lieu of condemnation ("Condemnation"). Mortgagee shall have the right, at its option, to apply the Condemnation Proceeds upon or in reduction of the indebtedness secured hereby, whether due or not provided however, that so long as no Event of Default has occurred and Mortgagor can establish to Mortgagee's reasonable satisfaction that the restored site will operate in an economically satisfactory manner, then such proceeds shall be applied to restoration of the Properties. If Mortgagee shall elect to permit the Condemnation Proceeds to be used to reimburse Mortgagor for the cost of rebuilding or restoring buildings or improvements on the Premises, and the buildings and other improvements shall be rebuilt or restored, the Condemnation Proceeds shall be paid out in the same manner as is provided in Section 4 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration of such buildings and other improvements subject to the same right, after the occurrence of a default, be relieved of any obligation for reimbursement of Mortgagor, as provided in said Section 4. Any surplus which may remain out of the Condemnation Proceeds after payment of such cost of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto.

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Release

20. If TRF or Mortgagor shall fully pay all principal and interest on the TRF Notes, all of Mortgagor's obligations under the Guaranty, and all other indebtedness and obligations secured hereby and comply with all of the other terms and provisions hereof to be performed and complied with by Mortgagor, then this Mortgage shall be null and void. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of any filing fee in connection with such release.

Giving of Notice

21. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given if hand delivered, if sent by reputable overnight courier (effective the business day following delivery to such courier) or if mailed (effective two business days after mailing) by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Maker:

Terry Robinson
c/o T.R. Foods, Inc.
7895 Broadway
Merrillville, Indiana 46410

With a copy to:

Attorney Donald J. Dreyfus
1000 East 80th Place
Suite 425-North Tower
Twin Towers
Merrillville, Indiana 46410

If to Mortgagee:

Citicorp Leasing, Inc.
2600 Michelson Drive
12th Floor
Irvine, California 92715
Attention: Credit Officer - T.R. Foods

or at such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice.

Remedies Not Exclusive

22. No action for the enforcement of the lien or any provision 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 Guaranty. Subject to the limited recourse clause set forth at Section 35 hereinafter, mortgagee shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Mortgage or other agreement or any laws now or hereafter in force, notwithstanding some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other remedy herein or by law provided or permitted, but each 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. Every power or remedy given hereby to Mortgagee or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time, and as often as it may be deemed expedient by Mortgagee and Mortgagee may pursue inconsistent remedies. No waiver of any default of the Mortgagor hereunder shall be implied

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from any omission by the Mortgagee or Holders to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. No acceptance of any payment of any one or more delinquent installments which does not include interest at the penalty or Default Rate from the date of delinquency, together with any required late charge, shall constitute a waiver of the right of Mortgagee or Holders at any time thereafter to demand and collect payment of interest at such Default Rate or of late charges, if any.

Waiver of Statutory Rights

23. To the extent permitted by law, Mortgagor hereby agrees that it shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. Mortgagor acknowledges that the Premises do not constitute agricultural real estate, as said term is defined in Section 15-1201 of the Act or residential real estate as defined in Section 15-1219 of the Act. Mortgagor hereby waives any and all rights of redemption from sale under any judgment of foreclosure of this Mortgage on behalf of Mortgagor and on behalf of each and every person acquiring any interest in or title to the Premises of any nature whatsoever, subsequent to the date of this Mortgage. The foregoing waiver of right of redemption is made pursuant to the provisions of Section 15-1601(b) of the Act.

Estoppel Affidavits

24. Mortgagor, within five (5) days after written request from Mortgagee, shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not any offsets or defense exists against such indebtedness, and covering such other matters as Mortgagee may reasonably require.

Binding on Successors and Assigns

25. This Mortgage and all provisions hereof shall be binding upon Mortgagor and all persons claiming under or through Mortgagor, and shall inure to the benefit of the Holders from time to time and of the successors and assigns of the Mortgagee.

Definitions of "Mortgagor," "Mortgagee" and "Affiliated Parties"

26. The word "Mortgagor" when used herein shall include: (a) the original Mortgagor named in the preambles hereof; (b) said original Mortgagor's successors and assigns; and (c) all owners from time to time of the Premises. The words "Affiliated Parties" when used herein shall mean any and all of TRF, its subsidiaries, any shareholder of TRF or any of its subsidiaries, or any other person at any time holding any direct or indirect legal or beneficial interest in TRF or any of the Properties. The words "Holders" and "Mortgagee" when used herein shall include all successors and assigns of the original Holders and Mortgagee identified in the preambles hereof.

Maintenance of Mortgagor's and Affiliated Parties' Interests

27. Mortgagee has agreed to make the TRF Loan to Mortgagor in connection with Mortgagor's ownership and operation of the business of TRF and its subsidiaries, as sole controlling shareholders thereof, and relied and continues to rely upon the interrelationship between Mortgagor and TRF and Mortgagor's operation and control of the business of TRF as the means of maintaining the value of the Premises which is Mortgagee's security for the TRF Loan. Mortgagor is well-experienced in borrowing money and owning and operating property such as the Premises, was ably represented by a licensed attorney at law in the negotiation and documentation of the TRF Loan and bargained at arm's length and without duress of any kind for all of the terms and conditions of the TRF Loan, including this provision. Mortgagor further recognizes that any secondary or junior financing placed upon the Premises (other than as described in the Recitals of this Mortgage) (a) may divert funds which would otherwise be used to pay the Guaranty secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrancer which would force Mortgagee to take measures and incur expenses to protect

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its security; (c) would detract from the value of the Premises should Mortgagee come into possession thereof with the intention of selling same; and (d) impair Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the Premises.

In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security, both of repayment by Mortgagor and of value of the Premises; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor; (iii) allowing Mortgagee to raise the interest rate and/or collect assumption fees; (iv) keeping the Premises free of subordinate financing liens, and (v) keeping an identity of interest between Mortgagor and TRF or its subsidiaries as the sole lessees and occupants of the Premises, Mortgagor agrees that if this paragraph be deemed a restraint on alienation, that it is a reasonable one and that any sale, conveyance, assignment, further encumbrance or other transfer of title to the Premises or any interest therein (whether voluntary or by operation of law) without the Mortgagee's prior written consent shall be an Event of Default hereunder. For the purpose of, and without limiting the generality of, the preceding sentence, it shall be deemed to be an Event of Default hereunder, giving Mortgagee the right at its election under Section 12 hereof, to declare immediately due and payable the entire indebtedness secured hereby, if without Mortgagee's prior written consent (unless otherwise provided for in the TRF Loan Agreement):

(a) Mortgagor shall transfer, convey, alien, pledge, hypothecate or mortgage the Premises or any part thereof or if Mortgagor shall contract for or commit to any of the foregoing, other than by the Illinois First Mortgage; or

(b) Mortgagee or any Affiliated Party shall transfer, convey, alien, pledge, hypothecate or alter in any way an interest in TRF or any of its subsidiaries (whether in the form of a beneficial interest therein or otherwise); or

(c) Mortgagor (or Terry Robinson) dies or is declared legally incompetent, or has his or her affairs placed under the control of a custodian or legal guardian, or any Affiliated Party terminates its existence or merges into or consolidates with any other corporation, firm or association or conveys, transfers, leases or otherwise disposes of all or substantially all of its property, assets or business; or

(d) There is any change in control (by way of transfer of stock ownership, partnership interest, or otherwise) in any Affiliated Party.

Any consent by the Mortgagee, or any waiver of an Event of Default, under this paragraph shall not constitute a consent to, or waiver of any right, remedy or power of the Mortgagee upon a subsequent Event of Default under this paragraph.

Captions

28. The captions and headings of various paragraphs of this Mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof. The recitals set forth in this Mortgage are intended as a part of this Mortgage and are expressly incorporated herein by this reference.

Additional Advances Secured

29. All advances and indebtedness arising and accruing under the TRF Loan Agreement from time to time, whether or not the resulting indebtedness secured hereby may exceed the aggregate face amount of the TRF Notes, are covered by the Guaranty and shall be secured hereby to the same extent as though said TRF Loan Agreement were fully incorporated in this Mortgage. In the event of any conflict or inconsistency between the terms of this Mortgage and the TRF Loan Agreement, the terms and provisions of the TRF Loan Agreement shall in each instance govern and control.

Security Agreement and Financing Statements

30. Mortgagor and Mortgagee agree: (i) that this Mortgage shall constitute a Security Agreement within the meaning of the Uniform Commercial Code (the "Code") of the state in which the Premises are located with respect to any property of Mortgagor included in the

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definition herein of the word "Premises," which property may not be deemed to form a part of the real estate described in Exhibit A or may not constitute a "fixture" (within the meaning of Section 9-313 of the Code), and all replacements of such property, substitutions for such property, additions to such property, and the proceeds thereof (said property, replacements, substitutions, additions and the proceeds thereof being sometimes herein collectively referred to as the "Collateral"); and (ii) that a security interest in and to the Collateral is hereby granted to the Mortgagee; and (iii) that all of Mortgagor's right, title and interest therein are hereby assigned to the Mortgagee; all to secure payment of the indebtedness and to secure performance by the Mortgagor of the terms, covenants and provisions hereof.

If an Event of Default occurs under this Mortgage, Mortgagee, pursuant to the appropriate provisions of the Code, shall have an option to proceed with respect to both the real property and Collateral in accordance with its rights, powers and remedies with respect to the real property, in which event the default provisions of the Code shall not apply. The parties agree that if the Mortgagee shall elect to proceed with respect to the Collateral separately from the real property, Mortgagee shall have all remedies available to a secured party under the Code, and the terms and provisions of that certain Security Agreement being executed and delivered by Mortgagor to Mortgagee concurrently with the execution and delivery of this Mortgage shall govern Mortgagor's exercise of its rights and remedies with respect to the Collateral.

Partial Invalidation: Maximum Allowable Rate of Interest

31. Mortgagor and Mortgagee intend and believe that each provision in this Mortgage comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or provisions, or if any portion of any provision or provisions, in this Mortgage is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions of this Mortgage to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of Mortgagor and Mortgagee that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Mortgage shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations and interest of Mortgagor and Mortgagee under the remainder of this Mortgage shall continue in full force and effect. All agreements herein are expressly limited so that in no contingency or event whatsoever, whether by reason of advancement of the proceeds hereof, acceleration of maturity of the unpaid principal balance of the Note, or otherwise, shall the amount paid or agreed to be paid to the Holders for the use, forbearance or detention of the money to be advanced under the Note exceed the highest lawful rate permissible under applicable usury laws. If, from any circumstances whatsoever, fulfillment of any provision hereof, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable hereto, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity and if from any circumstance the Holders shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due under the Note and not to the payment of interest.

Mortgagee's Lien for Service Charge and Expenses

32. At all times, regardless of whether any TRF Loan proceeds have been disbursed, this Mortgage secures (in addition to the amounts secured hereby) the payment of any and all loan commissions, service charges, liquidated damages, expenses and advances due to or incurred by Mortgagee in connection with the Guaranty or guaranteed by Mortgagor under the provisions of the Guaranty; provided, however, that in no event shall the total amount secured hereby exceed two hundred percent (200%) of the aggregate face amount of the TRF Notes.

Applicable Law

33. This Mortgage, the Note and all other instruments evidencing and securing the loan secured hereby shall be construed, interpreted and governed by the laws of the State of Illinois.

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Declaration of Subordination

34. At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any Condemnation Proceeds), to any and all leases of all or any part of the Premises upon the execution by Mortgagee and recording thereof, at any time hereafter in the appropriate official records of the County wherein the Premises are situated, of a unilateral declaration to that effect.

Limited Recourse

35. Citicorp Leasing will provide \$9,400,000 financing on the terms and conditions provided in the Loan Documents, based upon Loan Agreements, Promissory Notes, Security Agreements, the Personal Guaranty, the Guaranty, the Illinois First Mortgage, the Illinois Second Mortgage, the Indiana First Mortgage, the Indiana Second Mortgage, a Collateral Assignment of Land Contract, a Second Collateral Assignment of Land Contract, and other documents hereinafter collectively called "Documents" and each separately called a "Document".

Notwithstanding anything else contained in this Mortgage to the contrary, Mortgagor jointly or severally are not personally liable for and will not directly, indirectly, expressly, or impliedly, primarily or secondarily, or otherwise become personally liable for, or assume any personal liability or obligation for principal, interest, or any other sums payable under this Mortgage or any other Document and Mortgagee further agrees that its recourse against Mortgagor for any default in payment of principal, interest or any other sums payable under this Mortgage shall be limited solely to the Mortgages and the Real Property.

Except as hereinafter provided, no personal liability shall be asserted or personal money judgement be enforceable against Mortgagor, all such liability being waived by Mortgagee and each of their Assignees.

Notwithstanding anything contained in this Section 35 to the contrary, this Section shall not limit any rights which Mortgagee may have against the Mortgagor to recover damages for any of the following:

- (1) fraud;
- (2) the misappropriation or misapplication of advances, rents, insurance proceeds or condemnation proceeds;
- (3) material breach of any representation or warranty contained in Article III of the Loan Agreement;
- (4) indemnity under Section 3.01 (1) of the Loan Agreement;
- (5) for failure to comply with or observe any affirmative covenant set forth in Article IV, Sections 4.01 (b), 4.01 (c), 4.01 (d), 4.01 (e), 4.01 (f), 4.01 (g), 4.01 (h), 4.01 (j) or 4.01 (k) of the Loan Agreement.

It is mutually agreed that the covenants contained in Article IV Section 4.01 (i) of such Loan Agreement (with reference to payment of principal and interest of the notes, fees and other liabilities described therein) and 4.01 (i) of such Loan Agreement (with reference to Financial Ratios and Conditions) are hereby intended to be subject to the above described limited recourse covenants in this Section 35.

- (6) for failure to comply with or observe any negative covenant set forth in Article IV, Section 4.02 (a), 4.02 (b), 4.02 (c), 4.02 (d), and 4.02 (f) of the Loan Agreement.

It is mutually agreed that the negative covenant contained in Article V, Sections 4.02 (e) (with reference to material adverse changes) is hereby intended to be subject to the above described limited recourse covenants contained in this Section 35.

- (7) the covenants in the Mortgages and Collateral Assignments contained in Sections 1 [exclusive of (e) and (g)], 2, 3 and 5 and the covenants and representations and warranties in the Security Agreements contained in Sections 3, 4 and 5.

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IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed and delivered as of the date first above written.


Terry Robinson


Elizabeth Robinson

JOINER AND SUBORDINATION AGREEMENT

The undersigned, as the lessee under each of the Operating Leases, hereby joins in the execution of the foregoing Mortgage solely for the purpose of (a) subordinating all of its rights, title, and interests under the Operating Leases (collectively, the "Leasehold") to the liens and provisions of the Mortgage and (b) agreeing that (i) the provisions of the Mortgage with respect to casualty, insurance, and condemnation shall control with respect to any contrary or inconsistent provisions of the Operating Leases, (ii) upon the occurrence of an Event of Default as described in Section 11 of the Mortgage, Mortgagee shall be entitled to foreclose the Mortgage as against the Leasehold, without regard to whether there is any default by the undersigned under any one or more Operating Leases, and that in the event of any such election, upon the appointment of a receiver or the taking of possession of the Premises or any of the Properties by Mortgagee pursuant to Sections 14 or 16 respectively, of the Mortgage, Mortgagee shall be entitled to terminate said Operating Leases and to hold, use, operate, lease, and dispose of the Premises or such Properties free and clear of the interests of the undersigned as lessee, and (iii) if Mortgagee shall elect in writing not to terminate or foreclosure against the Leasehold as against any one or more of the Operating Leases as provided above, or shall elect in writing to treat any one or more of the Operating Leases as prior and superior to the Mortgage, such Operating Leases shall remain in full force and effect, and the undersigned shall attorn to, and shall be bound to perform the Operating Leases for the benefit of, Mortgagee and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this Joinder and Subordination Agreement as of the date of the Mortgage.

T. R. FOODS, INC., an
Indiana corporation

By: 

Its: _____

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11/11/2010

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STATE OF Indiana)
COUNTY OF Lake) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jerry Volante, President of T.R. Foods, Inc., an Indiana corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth

GIVEN under my hand and Notarial Seal this 31st day of Dec, 1994.

Lynda Jane Baker
Notary Public

LYNDA JANE BAKER
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. NOV. 2, 1996

My Commission Expires:

11-2-96

This instrument was prepared by:
and shall be returned to:

Scott A. Lindquist
SONNENSCHN NATH & ROSENTHAL
8000 Sears Tower
Chicago, Illinois 60606

94593906

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EXHIBIT A-1

1043 E. Sibley Blvd., Dolton, Illinois 60419

LOTS 1, 2, 3, 4, 5, AND 6 IN BLOCK 3 IN CALUMET TERRACE, A SUBDIVISION OF LOTS 2 TO 8, BOTH INCLUSIVE IN A SUBDIVISION OF THE NORTH 515.10 FEET OF THE WEST 340.89 FEET OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE EAST 1064.5 FEET OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RAILROAD EXCEPTING THEREFROM THE WEST 75 FEET OF THE NORTH 290.4 FEET THEREOF;

PERMANENT TAX NUMBER: 29-11-307-006, 007, 008, 009, 010, AND 011.

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June 23, 1991

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EXHIBIT A-2

413 E. 159th Street, Harvey, Illinois 60426

LOTS 5, 6, 7 AND 8 (EXCEPT THE SOUTH 10 FEET OF SAID LOTS) IN
BLOCK 17 IN PERCEY WILSON'S EAST CENTER, A SUBDIVISION OF THE
SOUTH WEST 1/4 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 14 EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT TAX NUMBER: 29-16-314-018, 019 020, 021

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June 24, 1994

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EXHIBIT A-2

3029 South Chicago Road, South Chicago Heights, Illinois 60411.

LOTS 23 TO 28 BOTH INCLUSIVE IN BLOCK 3 IN KEENEY'S ADDITION TO CHICAGO HEIGHTS, A SUBDIVISION OF PART OF LOTS 1 AND 9 IN THE CIRCUIT COURT PARTITION OF THE NORTH EAST 1/4 OF SECTION 32 AND THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 32-32-205-042

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June 24, 1994

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EXHIBIT A-4

18051 Harwood Avenue, Homewood, Illinois 60430.

LOTS 4 AND 5 IN BLOCK A IN THE VILLAGE OF HARTFORD OTHERWISE
HOMWOOD, BEING A SUBDIVISION ON THE NORTH EAST 1/4 OF THE SOUTH
WEST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 29-31-310-004; 29-31-310-003

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June 24, 1991

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EXHIBIT A-5

420 W. 14th Street, Chicago Heights, Illinois 60411.

Lots 7, 8, 9 and 14, in Block 1, West End Subdivision, being a subdivision of the North 1/2 of the South East 1/4 of Section 19, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois excepting therefrom the Northernly 13 feet of Lots 7, 8 and 9 thereof taken by the State of Illinois pursuant to Court Order entered in 84L52639.

PERMANENT TAX NUMBER: 32-19-401-008; 32-19-401-018;
32-19-401-027, and 028.

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June 31, 1991

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EXHIBIT A-6

14100 S. Indiana Avenue, Riverdale, Illinois 60627.

Lot 1 and Lot 2 in Block 43 in Ivanhoe Unit 3, being a subdivision of parcels of land lying in Section 4, Township 36 North, Range 14 East of the Third Principal Meridian, According to the plat recorded August 27, 1925 as Document 9017478, in Cook County, Illinois.

PERMANENT TAX NUMBER: 29-04-235-043

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EXHIBIT A-7

3300 W. 183rd Street, Hazel Crest, Illinois 60429.

Parcel 1:

Lot 3 in Codevco Resubdivision, being a resubdivision of Lot 1 in Dominick's Subdivision, being a Subdivision of part of the South East 1/4 of Section 35, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Non-Exclusive Easement for the benefit of Parcel 1, for the purpose of ingress and egress and for parking purposes as contained in Easement and Operating Agreement dated October 8, 1982 and filed October 15, 1982 as Document LR 3278436, under, through and across the 'Common Areas' as that term is defined in said instrument of the following described land:

Lot 1 in Codevco Resubdivision a Resubdivision of Lot 1 in Dominick's Subdivision, being a Subdivision of part of the South East 1/4 of Section 35, Township 36 North, Range 13, East of the Third Principal Meridian, as registered with the Registrar of Torrens Titles on June 10, 1982 as Document LR 3262521 in Cook County, Illinois.

PERMANENT TAX NUMBER: 28-35-402-012-0000

COMMONLY KNOWN AS: Lot 3 in Grenoble Square
Hazelcrest, Illinois

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EXHIBIT A-B

4349 W. 211th Street, Matteson, Illinois 60443.

Parcel 1:

(EXCEPT THE WEST 10 FEET)

Lot 7/10 in Block 2 in Matteson Farms, being a subdivision in the west 1/2 of the South East 1/4 of Section 22, Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois excepting therefrom the northerly 8.0 feet thereof taken by the State of Illinois pursuant to Court Order entered in 83L51174.

Parcel 2:

And the north 40 Feet of the West 100 Feet of Lot 21 in Block 2 in Matteson Farms, a subdivision in the West 1/2 of the South East 1/4 of Section 22, Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT TAX NUMBER: 31-22-400-002; 31-22-400-31

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June 24, 1994

Handwritten initials and signature
M.R.

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EXHIBIT B-1

5700 Broadway, Merrillville, Indiana 46410

THE NORTH 172 FEET OF THE EAST 10 ACRES OF THE NORTHEAST QUARTER
OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 8
WEST OF THE 2ND P. M., IN LAKE COUNTY, INDIANA.

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June 24, 1994

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EXHIBIT B-2

985 W. Lincoln, Schererville, Indiana 46375

LOT 1, WENDY'S ADDITION TO THE TOWN OF SCHERERVILLE, AS SHOWN IN
PLAT BOOK 49, PAGE 93, IN LAKE COUNTY, INDIANA

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June 24, 1994

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EXHIBIT 10-9

3936 Broadway, Gary, Indiana 46408

LOTS 1 AND 2, BLOCK 9, GEORGE AND WILLIAM EARLE'S SECOND GLEN
PARK ADDITION TO GARY, AS SHOWN IN PLAT BOOK 9, PAGE 19, IN LAKE
COUNTY, INDIANA.

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June 29, 1991

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EXHIBIT D-1

1692 E. Commercial St., Lowell, Indiana 46356

PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE 2ND P. M., IN THE TOWN OF LOWELL, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE WEST 8 RODS; THENCE SOUTH 12 RODS, THENCE EAST 8 RODS; THENCE NORTH 12 RODS TO THE PLACE OF BEGINNING.

AND

THE EAST 8 RODS OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE 2ND P. M., IN THE TOWN OF LOWELL, LAKE COUNTY, INDIANA, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF INDIANA HIGHWAY NO. 2.

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June 24, 1994

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EXHIBIT B-5

2060 W. 81st Avenue, Merrillville, Indiana 46410

LOT 1-B, A RESUBDIVISION OF PART OF LOT 1, LINCOLN RIDGE, IN THE TOWN OF MERRILLVILLE, AS SHOWN IN PLAT BOOK 56, PAGE 8, IN LAKE COUNTY, INDIANA.

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June 24, 1994

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EXHIBIT B-6

4301 Indy Blvd., East Chicago, Indiana 46312

THE NORTH HALF OF LOT 7, ALL OF LOT 8, 9 AND 10, BLOCK 7,
SUBDIVISION OF THE WEST 1317.5 FEET OF THE NORTHEAST QUARTER OF
SECTION 29, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE 2ND P. M., IN
THE CITY OF EAST CHICAGO, AS SHOWN IN PLAT BOOK 5, PAGE 2, IN
LAKE COUNTY, INDIANA

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June 24, 1991

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EXHIBIT B-7

5851 Calumet Avenue, Hammond, Indiana 46320

LOTS 1 TO 6, BOTH INCLUSIVE, BLOCK 7, OAKLAND ADDITION TO THE
CITY OF HAMMOND, AS SHOWN IN PLAT BOOK 6, PAGE 35, IN LAKE
COUNTY, INDIANA

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June 24, 1991

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EXHIBIT B-8

6690 Broadway, Merrillville, Indiana 46410

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND P. M., DESCRIBED AS COMMENCING AT A POINT ON THE EAST LINE OF SAID SECTION 9, WHICH POINT IS 1240 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE WEST 180 FEET; THENCE NORTH 154.58 FEET ALONG A LINE PARALLEL TO THE EAST LINE OF SAID SECTION 9; THENCE EAST 180 FEET TO THE EAST LINE OF SAID SECTION 9; THENCE SOUTH 154.58 FEET ALONG THE EAST LINE OF SAID SECTION 9 TO THE POINT OF COMMENCEMENT, IN LAKE COUNTY, INDIANA.

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NO. 12-11-1991

JUNE 24, 1991

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EXHIBIT C

LIST OF ILLINOIS OPERATING LEASES

INTENTIONALLY OMITTED

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