

UNOFFICIAL COPY

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 #9089 # CG *-96-056816
 COOK COUNTY RECORDER

Subordination Agreement

43 on

THIS SUBORDINATION AGREEMENT the "Agreement") is made as of the 16th day of JANUARY, 1996, between American National Bank and Trust Company of Chicago I/K/a American National Bank of Melrose Park ("American"), Wally's International Market Inc., ("Wally's"), Mulica's Deli and Liquor Inc., an Illinois Corporation, ("Mulica's") and Certified Grocers Midwest Inc., an Illinois Corporation, ("Certified").

RECITALS:

A. Mulica's has entered into that certain mortgage agreement dated February 9, 1993, and recorded August 27, 1993 as Document No. 93684321 with American, which mortgage agreement covers certain premises (the "Premises") in that certain real property (the "Property") commonly known as 3256 North Milwaukee Ave. Chicago, Il 60618, and more particularly described on Exhibit A attached hereto and made a part hereof (herein, said mortgage agreement, together with any and all amendments, modifications, extensions, renewals, consolidations and replacements thereof now existing or hereafter entered into, are collectively the "Mortgage");

B. Certified has entered into that certain financing agreement, as disclosed by a financing statement executed with Wally's, and filed May 21, 1993 as Document 93385622, which financing agreement covers certain described chattels on the land in and on the Property, and more particularly described on Exhibit B attached hereto and made a part hereof (herein, said financing agreement, together with any and all amendments, modifications, extensions, renewals, consolidations and replacements thereof now existing or hereafter entered into, are collectively the "Financing Agreement"); and

C. Certified has entered into that certain assignment of rents and security agreement dated April 27, 1993 and recorded May 24, 1993 as Document No. 93392409 with Mulica's, which mortgage, assignment of rents and security agreement covers the Property, and more particularly described on Exhibit C attached hereto and made a part hereof (herein, said assignment of rents and security agreement, together with any and all amendments, modifications, extensions, renewals, consolidations and replacements thereof now existing or hereafter entered into, are collectively the "Assignment of Rents"); and

D. Certified, Wally's and Mulica's have agreed to subordinate their

BOX 333-CTI

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PROFESSIONAL COOK COUNTY CLERK 96056816

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respective Financing Agreement and Assignment of Rents to the lien of the Mortgage of American, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the Premises and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Subordination.** The Financing Agreement and Assignment of Rents (including all of the terms, covenants and provisions thereof) is and shall be subject and subordinate in all respects to the Mortgage of American, to the full extent of any and all amounts from time to time secured thereby and interest thereon, all with the same force and effect as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Financing Agreement and Assignment of Rents.

2. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

3. **Recording.** The parties hereto agree that this Agreement may be recorded in the public records of the county in which the Property is located.

4. **Counterparts.** This Agreement may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this document as of the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO f/k/a AMERICAN
NATIONAL BANK OF ~~HELBROSE PARK~~

By: Rory Johnson

Name: RORY JOHNSON
Title: VP

Certified Grocers Midwest, Inc.,
an Illinois corporation

By: Elwood F. Winn

Name: Elwood F. Winn
Title: President and CEO

WALLY'S INTERNATIONAL MARKET INC.

By: Walter Mulica

Name: WALTER MULICA
Title: PRESIDENT

MULICA'S DELI AND LIQUOR INC.,
an Illinois Corporation

By: Walter Mulica

Name: WALTER MULICA
Title: PRESIDENT

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CERTIFIED GROCERS MIDWEST INC.,
an Illinois Corporation

By: Sgt Melvin J. Pae

Name:
Title:

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, Julia C. Kotlarz, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ROY C. JOHNSON, personally known to me to be the SECON VICE PRESIDENT of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO P.K. a AMERICAN NATIONAL BANK OF MELNORSE PARK, a and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he/she signed and delivered the said instrument pursuant to proper authority given by the Board of Directors of said bank, as his/her free and voluntary act, and as the free and voluntary act and deed of said bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of January, 1995.

Julia C. Kotlarz
Notary Public
[Seal]

My Commission expires:

STATE OF ILLINOIS)
COUNTY OF COOK) SS

" OFFICIAL SEAL "
JULIA C. KOTLARZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/14/96

96056816

I, Julia C. Kotlarz, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Walter Marica, personally known to me to be the PRESIDENT of WALLY'S INTERNATIONAL MARKET INC., a organized and existing under the laws of the State of Illinois, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he/she signed and delivered the said instrument pursuant to proper authority given by the Board of Directors of said bank, as his/her free and voluntary act, and as the free and voluntary act and deed of said bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of January, 1995.

" OFFICIAL SEAL "
JULIA C. KOTLARZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/14/96

Julia C. Kotlarz
Notary Public
[Seal]

My Commission expires:

STATE OF ILLINOIS)

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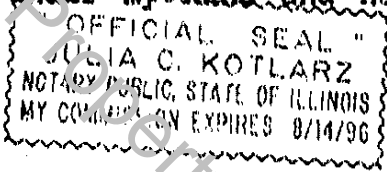
Property of Cook County Clerk's Office

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COUNTY OF COOK }
SS

I, Julia C. Kotlarz, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT WALTER MULLER, personally known to me to be the PRESIDENT of MULICA'S DELI AND LIQUOR INC., an Illinois Corporation, a _____ organized and existing under the laws of the State of Illinois, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he/she signed and delivered the said instrument pursuant to proper authority given by the Board of Directors of said bank, as his/her free and voluntary act, and as the free and voluntary act and deed of said bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of JANUARY, 1995.



Julia C. Kotlarz
Notary Public
[Seal]

My Commission expires:

Page 4 of 4

STATE OF ILLINOIS }
SS

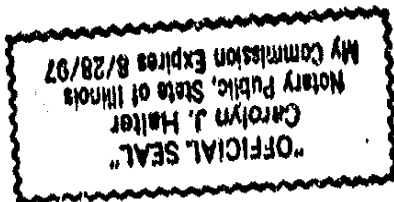
COUNTY OF COOK }

I, Carolyn J. Halter, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ELWOOD P. WANN, personally known to me to be the PRESIDENT of CERTIFIED GROCERS MIDWEST INC., an Illinois Corporation, a _____ organized and existing under the laws of the State of Illinois, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he/she signed and delivered the said instrument pursuant to proper authority given by the Board of Directors of said bank, as his/her free and voluntary act, and as the free and voluntary act and deed of said bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12th day of JANUARY, 1995.

Carolyn J. Halter
Notary Public
[Seal]

My Commission expires:

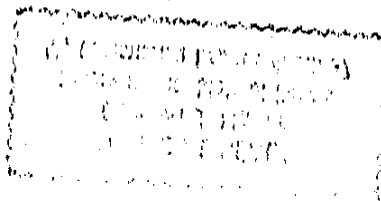


Page 4 of 4

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EXHIBIT A

LEGAL DESCRIPTION

Legal Description: Lots 13, 14, 15, 16, 17, 18, 19 and 20 in Louis Kord's Milwaukee Avenue addition to Chicago in the South West 1/4 of Section 23, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index No.: 13-23-325-011-0000
13-23-325-012-0000
13-23-325-013-0000
13-23-325-014-0000
13-23-325-015-0000

Street Address: 3256 North Milwaukee Ave. Chicago, Il 60618

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MORTGAGE 0 4 3 2 1

(Participation)

93684321

2/9/93 9195814

This mortgage made and entered into this 9th day of February 19 93, by and between

MULTICA'S DELI AND LIQUOR, INC. (hereinafter referred to as mortgagor) and AMERICAN NATIONAL BANK OF MELROSE PARK

(hereinafter referred to as

mortgagee), who maintains an office and place of business at 1836 N. Broadway Melrose Park, IL. 60160

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Cook State of Illinois

LOTS 13, 14, 15, 16, 17, 18, 19 AND 20 IN LOUIS KORD'S MILWAUKEE AVENUE ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

- 13-23-325-011 (AFFECTS LOT 13),
13-23-325-012 (AFFECTS LOT 14),
13-23-325-013 (AFFECTS LOTS 15, 16, 17, 18)
13-23-325-014 (AFFECTS LOT 19),
13-23-325-015 (AFFECTS LOT 20),

96056816

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COMMONLY KNOWN AS: 3256 N. MILWAUKEE AVENUE CHICAGO, IL. 60616

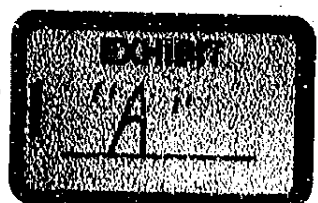
DEPT-01 RECORDINGS \$27
T#0011 TRAN 6571 08/27/93 16:15:00
#8492 * -93-684321
COOK COUNTY RECORDER

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

Mortgagor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Illinois. The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property, that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

guaranty of This instrument is given to secure the payment of a promissory note dated February 9, 1993 in the principal sum of \$ 600,000.00 signed by Walter Mulica in behalf of Wally's International Market, Inc.

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Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration (13 C.F.R. 101.1(d)), this instrument is to be construed and enforced in accordance with applicable Federal law.

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, his successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereof. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, if at any time he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

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5. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisalment):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, non estead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinbefore provided, the mortgagor or any persons in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisalment.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at
and any written notice to be issued to the mortgagee shall
be addressed to the mortgagee at 3118 N. Milwaukee Avenue, Chicago, Ill. 60618

10 (a) Mortgagor, on behalf of himself/herself and each and every person claiming by, through or under Mortgagor, hereby waives any and all rights of redemption, statutory or otherwise, without prejudice to Mortgagee's right to any remedy, legal or equitable, which Mortgagee may pursue to enforce payment or to effect collection of all or any part of the indebtedness secured by this Mortgage, and without prejudice to Mortgagee's right to a deficiency judgment or any other appropriate relief in the event of foreclosure of this Mortgage.

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IN WITNESS WHEREOF, the notary has executed his instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

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MULICA'S DELI AND LIQUOR, INC.

Walter Mulica
Walter Mulica - President

93081321

Executed and delivered in the presence of the following witnesses:

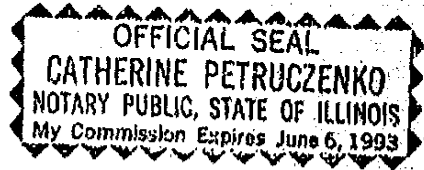
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(Add Appropriate Acknowledgment)

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, Catherine Petruczenko, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Walter Mulica personally known to me to be the President of Mulica's Deli and Liquor, Inc., a corporation whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this 9th day of February, 1993.

Catherine Petruczenko
Notary Public



96056816

MORTGAGE

Mulica's Deli and Liquor, Inc.
3256 N. Milwaukee Avenue
Chicago, IL. 60618

TO

American National Bank of Melrose Park
1836 N. Broadway
Melrose Park, IL 60160

RECORDING DATA



Prepared by and

RETURN TO:

American National Bank of Melrose Park
Name Attn: Carolyn J. Papp.....

Address 1836 N. Broadway.....

Melrose Park, IL 60160.....

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RECORDER'S OFFICE

STATE OF ILLINOIS UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-2

MODERN LAW BOOK CO.
CHICAGO
(312) 848-1888

INSTRUCTIONS:

- PLEASE TYPE this form. Fold only along the crease for mailing.
- Remove Secured Party and Debtor copies and send either 3 copies with interleaved carbon paper or 1 copy with carbon paper to the filing office.
- If the space provided for any item(s) on this form is inadequate the item(s) should be continued on a separate sheet. Only one copy of such additional sheets need be presented to the filing office with a set of originals. Additional sheets may be on any size paper that is convenient for the Secured Party.

FIXTURE FILING

93 395 622
96-10
93 395 622
2117

This Statement is presented to the filing office for filing pursuant to the Uniform Commercial Code.

Debtor(s) (Last Name First) and address(es)

Secured Party(ies) and address(es)

Wallys International Market, Inc.
3256 N. Milwaukee Ave.
Chicago, IL 60610

Certified Grocers Midwest, Inc.
One Certified Drive
Park Ridge, IL 60525

For Filing Office (Date, Time, Number, and Filing Office)

DEPT-01:RECORDING \$25.50
T03338 TRAM 4704 05/21/93 10:51:00
09118 # -93-385622

COOK COUNTY RECORDER

ASSIGNER OF SECURED PARTY

1. This financing statement covers the following type(s) of property:

See Exhibit "A" hereto attached and made a part thereof.

2. (If collateral is crops) The above described crops are growing or to be grown on:
(Describe Real Estate)

3. (If applicable) The above goods are to become fixtures on (The above timber is standing on ... (The above minerals or the like (including oil and gas) or accounts will be financed at the wellhead or minehead of the well or mine located on ...) (Strike what is inapplicable) (Describe Real Estate)

See Exhibit "B" hereto attached and made a part thereof.

and this financing statement is to be filed in the real estate records. (If the debtor does not have an interest of record) The name of a record owner is

Mallica's Deli and Liquor, Inc.

4. Products of Collateral are also covered.

Additional sheets presented.

Filed with Recorder's Office of COOK County, Illinois.

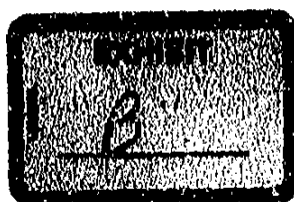
By Walter Mallica
Signature of Debtor
Walter Mallica, President

Signature of Filing Officer Required in Some Cases
Signature of Secured Party in Cases Covered by UCC 9-402 (2)

(If Filing Office) COPY--ALPHABETICAL

STANDARD FORM--UNIFORM COMMERCIAL CODE--FORM UCC-2--REV. 4/73

96056816



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Property of Cook County Clerk's Office

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99 09 999 06-10 D2
7121 93 392 409

93392409

Loan No. 590
Instrument No. 335MORT

MORTGAGE, ASSIGNMENT OF REITS AND SECURITY AGREEMENT

57.00
9/2

THIS MORTGAGE, ASSIGNMENT OF REITS AND SECURITY AGREEMENT (the "Mortgage") is made at Hodgkins, Illinois as of this 27th day of April, 1993, by and between MULICA'S DELI AND LIQUOR, INC., an Illinois corporation, having its principal office at 3118 N. Milwaukee Avenue, Chicago, Illinois 60618 (whether one or more, "Mortgagor"), and CERTIFIED GROCERS MIDWEST, INC., an Illinois corporation, having its principal office at One Certified Drive, in Hodgkins, Cook County, Illinois ("Mortgagee").

RECITALS:

A. Mortgagor is the guarantor of the indebtedness evidenced by a Secured Note (the "Note") of even date herewith, made by WALLY'S INTERNATIONAL MARKET, INC., an Illinois corporation (the "Borrower"), payable to the order of Mortgagee and delivered in the amount of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00). Mortgagor is an Affiliate of Borrower and as such will benefit from the loan evidenced by the Note (the "Loan"). As a condition to making the Loan, Mortgagee has required Mortgagor to execute a Continuing Guaranty and Subordination Agreement of even date herewith guaranteeing certain obligations of Borrower including the Note and this Mortgage to secure the Note. The Note provides for interest on the unpaid balance thereof at the rate specified therein; the remaining balance of principal and accrued and unpaid interest on the Note is payable in full on or before July 26, 1992 as provided in the Note; and all of said principal and interest is payable in lawful money of the United States of America at the office of Mortgagee, or at such place as the legal holder of the Note may from time to time appoint in writing.

B. The terms, conditions, provisions and covenants of the Note are incorporated herein as if fully set forth herein.

AGREEMENTS:

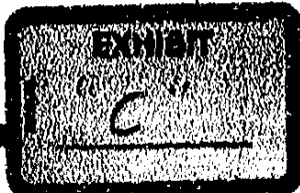
NOW, THEREFORE, for the purpose of inducing Mortgagee to make the Loan to further secure the payment of the principal of and interest on the Note and to secure the payment of all other sums which may be due at any time under the Note, this Mortgage, or any other of the Loan Documents (as the term is defined in Exhibit B attached hereto and incorporated herein by this reference) and the performance of the covenants and agreements herein contained to be performed by Mortgagor, Mortgagor hereby mortgages, conveys and warrants unto Mortgagee, its successors and assigns, the following described real estate situated in the County of COOK and State of Illinois, to wit:

See Exhibit A attached hereto and incorporated herein by this reference.

04/27/1993

This Document Was Prepared By:
Kevin Ostendorf
Certified Grocers Midwest, Inc.
One Certified Drive
Hodgkins, IL 60525
(return to Same)

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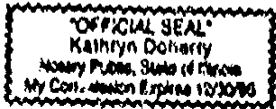
STATE OF ILLINOIS)
) SS
COUNTY OF)

I, Kathryn Doherty, a notary public in and for COOK County, in the State aforesaid, DO HEREBY CERTIFY that Walter Mulica is personally known to me to be the President of Mulica's Deli and Liquor, Inc., a corporation, and is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President, he signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of May, 1993.

Kathryn Doherty
NOTARY PUBLIC

SEAL:



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