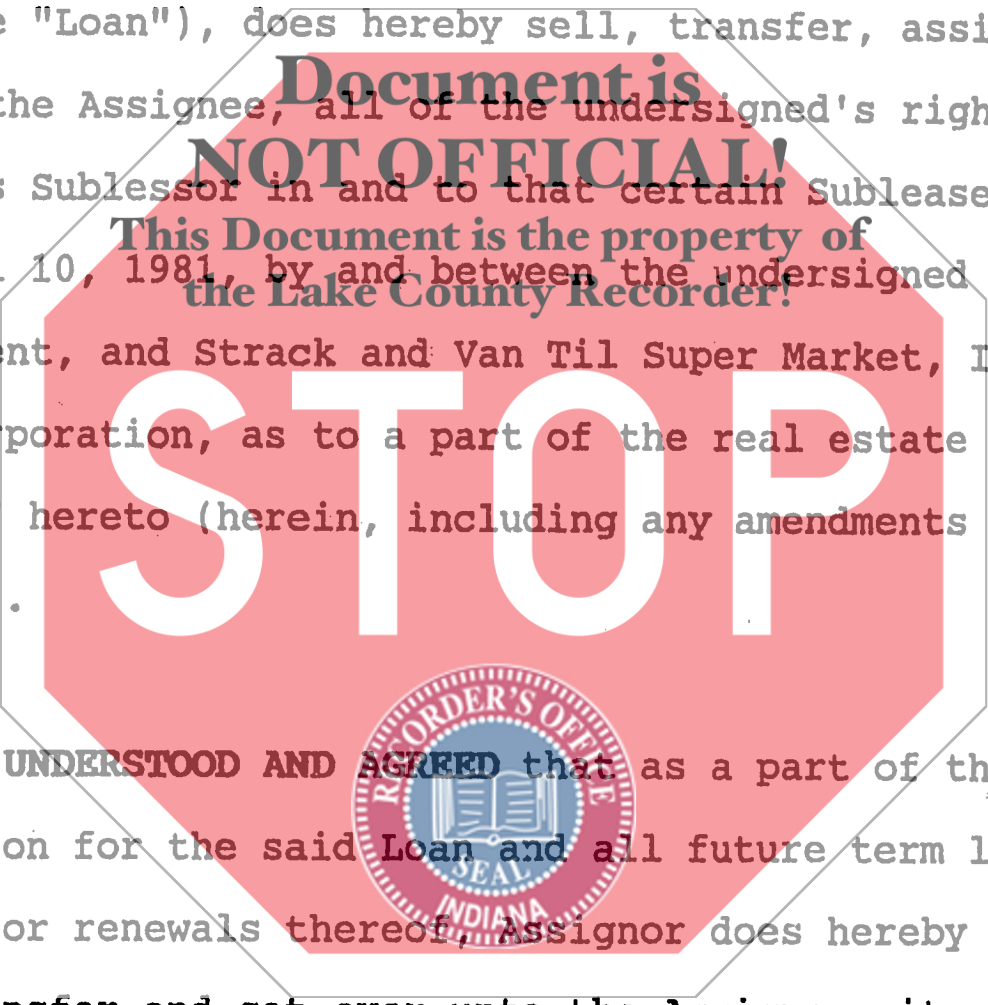


Key # 27-195-3

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FIRST PRIORITY COLLATERAL ASSIGNMENT OF SUBLEASE

This First Priority Collateral Assignment of Sublease made this 19th day of February, 1991, by and between RSVT REAL ESTATE CORPORATION, an Indiana corporation ("Assignor"), as additional security for the payment and performance of its obligations to the BANK OF HIGHLAND, (herein the "Assignee"), as evidenced by that certain promissory note of even date herewith (herein the "Loan"), does hereby sell, transfer, assign and set over unto the Assignee, all of the undersigned's right, title and interest as Sublessor in and to that certain Sublease Agreement dated April 10, 1981, by and between the undersigned as successor by Assignment, and Strack and Van Til Super Market, Inc., an Indiana corporation, as to a part of the real estate described in Exhibit "A" hereto (herein, including any amendments thereof, the "Sublease").



IT IS UNDERSTOOD AND AGREED that as a part of the consideration for the said Loan and all future term loans or any extensions or renewals thereof, Assignor does hereby sell, assign, transfer and set over unto the Assignee, its successors and assigns, and grants to Assignee, its successors and assigns, a security interest in all of the rents, issues, profits, revenues, royalties, rights and benefits due or to become due of and from the Sublease.

CHICAGO TITLE INSURANCE COMPANY INDIANA DIVISION

STATE OF INDIANA S. NO. FILED LAKE COUNTY RECORDS FEB 28 10 20 AM '91 ROBERT RECORDS

FILED

FEB 26 1991

James N. Antone AUDITOR LAKE COUNTY

01568

Handwritten initials and numbers: 21, 00, 0

Notwithstanding any provisions hereof, Assignee shall have no obligation to Assignor under said Sublease and Assignor agrees that it will remain obligated to perform each and every obligation assumed by it under said Sublease and that Assignee shall have no obligation to perform any of the duties and responsibilities of the Assignor under said Sublease.

It is understood and agreed that there shall be no cancellation, modification, assignment, renewal, extension or amendment of or to the Sublease without the written consent of Assignee, or its successors and assigns.

It is further understood and agreed that this Assignment including the limitations placed upon Assignor shall be of no force and effect and Assignee shall not interfere with the management of the demised premises or the collection of rents therefrom, until there shall have been a default by Assignor in making the payments provided for in the Loan and/or in otherwise carrying out the terms and provisions of the Loan, said default not having been cured pursuant to the provisions of the Loan. In the event of a default not having been cured, Assignor does hereby authorize and empower Assignee to collect all rents, issues, profits, royalties, rights and benefits due or to become due therefrom and apply said sums of money so collected as hereinafter provided.

The Assignor covenants and agrees as follows:

1. That the Sublease in existence is in full force and effect according to its terms as amended and modified; that Assignor has not sold, assigned, pledged or encumbered said Sublease or rental except as stated in paragraph 3 below; that Assignor has not heretofore given its consent that the sublease be assigned except as stated in paragraph 3 below; and that any rents have not been anticipated for more than one (1) month in advance.

2. That the Assignee shall be required to account for only those rentals and payments which are actually received by it. Nothing herein contained shall be deemed to create any liability on the part of the Assignee for failure to make collection of rentals, or for failure to do any of the things which are authorized herein. This instrument is a grant of rights and privileges to the Assignee only and shall not be held or create any duties or liabilities except as herein expressly set out. The failure of the Assignee to exercise any of the rights it is granted hereunder shall not constitute a waiver of such. The Assignee reserves the right to enforce the rights and remedies granted to it hereunder, regardless of its failure to previously do so.

3. Except as to the second and subordinate assignment of lease with Lake County Trust Company, as Trustee under Trust Agreement dated June 1, 1961 and known as Trust No. 814, the aforesaid Sublease is not subject to any existing or subsequent assignment, claim, lien, or other security interest of any character, or to attachment, levy, garnishment or other judicial process, or to claim for setoff, counterclaim, deduction or discount.

4. That this Collateral Assignment shall remain in full force and effect until the above-described Loan, all future term notes granted pursuant hereto, and any extensions or renewals thereof have been fully paid and satisfied at which time this assignment shall terminate. The delivery of a full and complete satisfaction of all promissory notes now existing or hereinafter entered into from Assignee to Assignor shall constitute a release hereof, except as otherwise required to release of record, any recording made by Assignee under paragraph 9 below.

5. That any amount received or collected by the Assignee by virtue of this agreement shall be applied as follows, but not necessarily in the order stated, the priority of payment to be within the sole discretion of the Assignee:

A. To the repayment to the Assignee of any and all amounts advanced by it under the terms of the aforementioned promissory notes together with interest thereon at the rate stated on the promissory notes per annum;

B. To the payment of taxes, assessments and charges and the expenses of insurance then due; but the Assignee shall not be obligated to keep insurance on the demised premises or to make repairs on the demised premises.

C. To the payment of all other necessary expenses to the management, protection and/or preservation of the demised premises;

D. To the payment of all amounts due or to become due under the above-mentioned notes and/or to the payment of any judgment rendered thereon together with costs and expenses;

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the Lake County Recorder!**

6. This agreement is security for the payment of the promissory notes now existing and hereinafter entered into, shall not be deemed to be any payment thereof except as to money actually received by the Assignee and applied as such payment under the terms of this agreement, nor shall this agreement be deemed a waiver of any default occurring hereafter in the full performance of the conditions of any of the promissory notes, nor shall the application of any or all money received by the Assignee under this agreement towards curing such default in any manner waive such default or prevent the pursuit of all available causes of action because of the same, the Assignee hereby expressly reserving all of its rights and privileges under any of the promissory notes as fully as though this agreement had not been entered into. Further, in the event of default, the Assignee hereby reserves the right to pursue the collateral which

constitutes the security hereunder in the order which it desires, and said pursuit shall not constitute a waiver of the right to pursue other collateral in any order, at the Assignee's discretion.

8. Assignor shall pay all expenses, costs, attorney fees and liabilities for or resulting from collection and enforcement by the Assignee, and shall in any event be liable for any deficiency remaining after the exercise of any rights by the Assignee.

9. The Assignor authorizes the Assignee to record this Assignment with the Lake County Recorder's Office.

10. This agreement shall not be terminated except as herein provided, and shall not be altered, modified or amended except as by written agreement signed by the parties hereto.

11. The Assignor will forward to Assignee copies of all notices sent by or received by the Assignor as sublessee under the Sublease.

12. This agreement shall be construed in accordance with the laws of the State of Indiana. And whenever possible, each provision of this agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any

provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this agreement.

13. That the terms, covenants and agreements herein contained shall be binding alike on the parties hereto, their successors and assigns.

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NOT OFFICIAL!
IN WITNESS WHEREOF, the undersigned have caused these presents to be signed by its President this 19th day of February, 1991.
This Document is the property of the Lake County Recorder!

RSVT REAL ESTATE CORPORATION

By: *Lawrence J. Raab*
Lawrence J. Raab, Vice-President



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

I, CLANN R. PATTERSON, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lawrence J. Raab, personally known to me to be the Vice-President of RSVT REAL ESTATE CORPORATION, an Indiana corporation, duly licensed to transact business in the State of Indiana, personally appeared before me this day in person and acknowledged that he signed and delivered the said instrument as the Vice-President of said corporation, pursuant to authority given by the Board of Directors of said corporation, as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1964 day of 1964, 1991.
NOT OFFICIAL!
This Document is the property of Clann R. Patterson Notary Public
the Lake County Recorder!
My Commission Expires: 11/25/92 County of Residence: Jade



This instrument prepared by: Rhett L. Tauber, Esq.
Anderson, Tauber & Woodward, P.C.
8935 Broadway
Merrillville, Indiana 46410
Phone: (219)769-1892

EXHIBIT "A"

TO FIRST PRIORITY ASSIGNMENT OF SUBLEASE

Parcel 1:

The North 670 feet of Lot 1, Park Addition to Highland, as shown in Plat Book 28, page 22, also a part of Lot 1, Park Addition to Highland, as shown in Plat Book 28, page 22, more particularly described as beginning at a point 855 feet Southwesterly from the East line of Lot 1 measured along the Southeasterly line of Lot 1; thence Northwesterly measured at right angles with the last described line a distance of 143.64 feet to the South line of the North 670 feet of said Lot 1; thence East along the South line of the North 670 feet to the Southeasterly line of said Lot 1 a distance of 197.88 feet; thence Southwesterly along the Southeasterly line of Lot 1, a distance of 136.10 feet to the place of beginning in the Town of Highland, Lake County, Indiana.

Parcel 2:

Right and Easement to go upon, over and across and to use the following described real estate: That part of the Southwest Quarter of the Northwest Quarter of Section 21, Township 36 North, Range 9 West of the 2nd Principal Meridian described as follows: Commencing at a point where the South line of the Southwest Quarter of the Northwest Quarter intersects the Easterly right of way line of U.S. Highway No. 41, as the same exists and is now laid out; thence East along the South line of the Southwest Quarter of the Northwest Quarter a distance of 136.5 feet to the place of beginning; thence North 74 degrees 02 minutes East a distance of 132.5 feet to a point of tangent; thence Northerly on a curve convex to the Southeast and having a radius of 75 feet, a distance of 96.91 feet; thence East a distance of 88.0 feet; thence South a distance of 62.5 feet; thence South 46 degrees 01 minutes 34 seconds East a distance of 66.34 feet to the South line of the Southwest Quarter of the Northwest Quarter; thence West a distance of 317.50 feet to the place of beginning, for ingress and egress as created by indenture of easement dated October 22, 1963, and recorded December 26, 1963, in Miscellaneous Record 884, page 57, as Document No. 534457, made by and between Lake County Trust Company, not personally, but as Trustee under the Trust Agreement dated February 21, 1961, and known as Trust No. 782, et al., all in the Town of Highland, Lake County, Indiana.

