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Return to: Larry R. Shulman 46688-0
Bodman, Longley & Dahling
34th Floor
100 Renaissance Center
Detroit, Michigan 48243

(11)

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CONTINUING COLLATERAL MORTGAGE OF LEASEHOLD
(Maximum Indebtedness Not to Exceed \$40,000,000)

This Continuing Collateral Mortgage of Leasehold ("Mortgage") is made June 28, 1993 by Strack and Van Til Super Market, Inc. ("Mortgagor"), located at 9632 Cline Avenue, Highland, Indiana 46322, to Comerica Bank-Illinois ("Mortgagee"), located at 4747 W. Dempster, Skokie, Illinois 60076, individually and as agent for the Banks (defined below) pursuant to the Credit Agreement referred to below.

THIS IS A FUTURE ADVANCE MORTGAGE.

RECITALS:

A. Mortgagor is lessee under the Lease described in Exhibit "A" (collectively, the "Leases" and individually, a "Lease"), of certain real property described in the Leases and on Exhibit "A" attached hereto (the "Leased Premises").

B. Pursuant to the certain Term Loan Agreement dated as of June 28, 1993, (as amended from time to time, the "Credit Agreement") by and among Mortgagor, Mortgagee as Agent and the banks which are named in and signatories (or assignees of signatories) to the Credit Agreement ("Banks"), the Banks have agreed to extend credit to Mortgagor on the terms set forth in the Credit Agreement consisting of a term loan in an aggregate amount of \$19,500,000 to be evidenced by the Notes made or to be made by Mortgagor to the Banks ("Notes").

C. Pursuant to that certain Revolving Credit Agreement dated as of June 28, 1993 (as amended from time to time, the "Revolving Credit Agreement"), Mortgagee, in its individual capacity, has agreed to extend a line of credit to Mortgagor in an aggregate amount not to exceed \$2,000,000 to be evidenced by the Revolving Credit Note dated June 28, 1993 by Mortgagor payable to Mortgagee in its individual capacity ("Comerica Note").

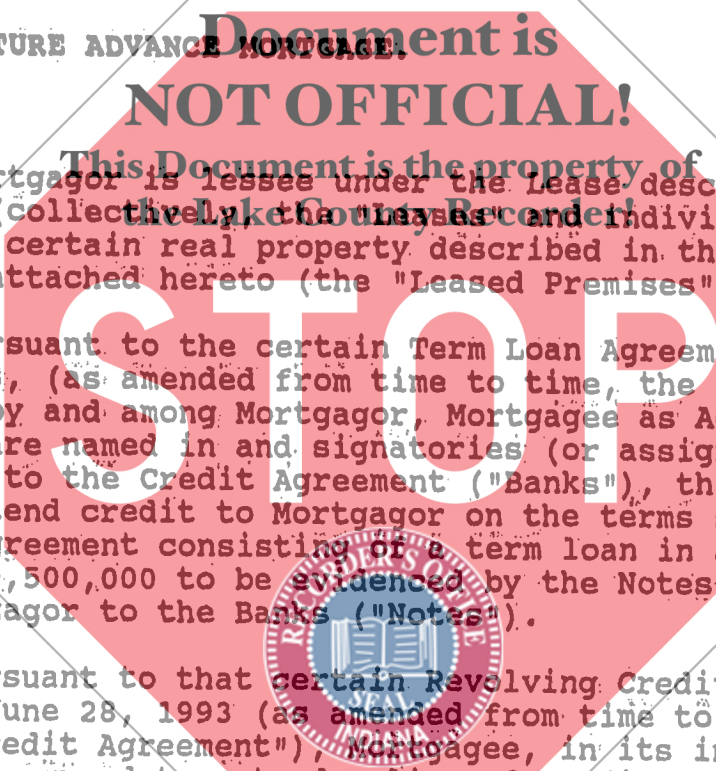
D. As a condition to entering into and performing these respective obligations under the Credit Agreement and the Revolving Credit Agreement, the Banks and Mortgagee, individually and as agent for the Banks, have requested that Mortgagor provide to them various grants of collateral, security interest, liens and other encumbrances as security for Mortgagor's direct obligations under its Notes, the Credit Agreement, the other Loan Documents, the Revolving Credit Agreement and the Comerica Note.

Cont Lease

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Memo #



Chicago Title Insurance Company

STATE OF ILLINOIS
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E. Mortgagee is acting as Agent for the Banks pursuant to Section 10 of the Credit Agreement and the Banks have entered into that certain Intercreditor Agreement of even date herewith (the "Intercreditor Agreement").

This Mortgage is made to secure all of the following (individually and collectively the "Indebtedness"):

- (i) All of Mortgagor's obligations contained in or arising under or in connection with the Credit Agreement, the Notes issued by it from time to time pursuant to the Credit Agreement, and the other Loan Documents executed by it;
- (ii) All of Mortgagor's obligations contained in or arising under or in connection with the Revolving Credit Agreement or the Comerica Note and any extensions and renewals thereof;
- (iii) The obligations of Mortgagor for payment of all sums hereafter loaned, paid out, expended or advanced by or for the account of the Banks (or any of them) or by the Mortgagee under the terms of this Mortgage, the Credit Agreement, or the other Loan Documents, in connection with the mortgaged premises or any of the documents or instruments described in this Mortgage, the Credit Agreement or the other Loan Documents, together with interest on such sums as provided for herein or therein;

together with interest thereon; and also as security for all other indebtedness and liabilities, whether direct, indirect, absolute or contingent, owing by the Mortgagor to the Mortgagee individually or on behalf of the Banks or to the Banks in any manner under the Credit Agreement or the Loan Documents, which hereafter become due, or that may hereafter be incurred by the Mortgagor to or acquired (pursuant to the Credit Agreement or the other Loan Documents) by the Banks, and all other future obligations of the Mortgagor to the Banks or Mortgagee, their successors and assigns, howsoever created, arising or evidenced, whether joint or several, direct or indirect, absolute or contingent, primary or secondary, and any judgments that may hereafter be rendered on such indebtedness or any part thereof, with interest according to the rates and terms specified, or as provided by law, and any and all replacements, consolidations, amendments, renewals or extensions of the foregoing.

As security for the purposes stated above and elsewhere in this Mortgage, the Mortgagor mortgages, warrants, assigns and transfers to the Mortgagee individually and on behalf of the Banks, its successors and assigns, the following:

I.

All of the Mortgagor's right, title and interest in, to and under the Leases and the leasehold estates created by the Leases.

II.

All right, title and interest of the Mortgagor in and to (a) all modifications, extensions and renewals of the Leases and in and to all rights and options to purchase or to renew or extend the term of the Leases; (b) all credits, deposits, options, privileges and rights of the Mortgagor, as Lessee under the Lease; (c) to the extent not prohibited by or inconsistent with the terms of the Leases; all awards heretofore made or hereafter to be made for the taking by eminent domain of the whole or any part of the Leased Premises, or any estate or easement therein, including any awards for change of grade of streets, all of which awards are hereby assigned to the Mortgagee pursuant to the terms of Section 14, below; and (d) pursuant to the terms of Section 10, below, all insurance proceeds relating to the Leased Premises.

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the Lake County Recorder!

All the right, title and interest of the Mortgagor in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter obtained by the Mortgagor pursuant to the provisions of Section 10, below.

IV.

All of the estate, title or interest of Mortgagor in the Leased Premises, other than under the Leases, now owned or hereafter acquired, together with the privileges, appurtenances, improvements, tenements and hereditaments thereunto belonging and which may in the future attach thereto, including any part of any street or alley adjacent to said Leased Premises.

Together with:

- (a) all related easements, rights-of-way, licenses and privileges;
- (b) all buildings and improvements now or later situated under, upon or over the above described land or any part of it;
- (c) all the tenements, hereditaments, appurtenances, reversions and remainders belonging or pertaining to the above described land and also all other estate, right, title, and interest of the Mortgagor in and to the above described land;

- (d) all the rents, issues, profits, license fees, revenues, charges, accounts and general intangibles arising from the above described land, or relating to any business conducted by the Mortgagor on it, under present or future leases, licenses or otherwise, which are specifically assigned and transferred to the Mortgagee;
- (e) all right, title and interest of the Mortgagor in and to the land lying in the bed of any street, road, avenue, alley or walkway, opened or proposed or vacated, adjoining the above described land;
- (f) all machinery, apparatus, equipment, goods, fittings, fixtures, and articles of personal property of every kind and nature, now or later located in or upon the above described land and used or useable in connection with any present or future operation of the land or any building or buildings now or later on the land and now owned or later acquired by the Mortgagor (individually and collectively the "equipment") including, without limit, all lighting, heating, cooling, ventilating, air-conditioning, incinerating, refrigerating, plumbing, sprinkling, communicating and electrical systems, and the related machinery, appliances, fixtures and equipment, and all of the right, title and interest of the Mortgagor in and to any equipment which may be subjected to any title retention or security agreement superior in lien to the lien of this Mortgage. It is understood and agreed that all equipment is part and parcel of the mortgaged premises and appropriated to the use of the said real estate and, whether affixed or annexed or not, shall for the purposes of this Mortgage, unless the Mortgagee shall otherwise elect, be deemed conclusively to be real estate and mortgaged under this Mortgage; and
- (g) any and all awards or payments, including without limit interest on them, and the right to receive them, which may be made with respect to the mortgaged premises as a result of (i) the exercise of the right of eminent domain, (ii) the alteration of the grade of any street, (iii) any loss of or damage to any building or other improvement on the above described land, (iv) any other injury to or decrease in the value of the mortgaged premises, (v) any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the mortgaged premises or (vi) any refund of utility deposits or right to any tenant deposit. The reasonable attorneys fees, costs and disbursements incurred by the Mortgagee in connection with the collection of these awards or payments shall be additional Indebtedness secured by this Mortgage. The Mortgagor agrees to execute and deliver, from time to time, further instruments as may be requested by the Mortgagee to

confirm the assignment to the Mortgagee of these awards and payments.

Any reference in this Mortgage to the "mortgaged premises" shall, unless the context requires otherwise, be deemed to include and apply to the Leased Premises and the above described land, buildings, improvements, equipment, rents, issues, profits, leases, easements, tenements, hereditaments, and appurtenances, awards, payments and all other rights, privileges and interests described above. Without limiting in any way the Indebtedness secured by this Mortgage, it is agreed that this Mortgage secures future advances. The maximum amount of all loan advances, in the aggregate and exclusive of interest accrued thereon and protective advances made as contemplated in this Mortgage, which may be outstanding at any time is Forty Million Dollars (\$40,000,000). The Mortgagor, on a continuing basis, warrants, covenants and agrees to and with the Mortgagee, which covenants, warranties and agreements, to the extent permitted by law, shall be deemed to run with the land, as follows:

1. The Mortgagor will pay to the Mortgagee all Indebtedness according to the terms of the relevant instruments or agreements evidenced hereon, and the Mortgagor agrees that this Mortgage is a continuing mortgage securing the payment of the Indebtedness.
2. Each of the Leases is a valid and subsisting lease of the property therein described and purported to be demised thereby for the term therein set forth and is in full force and effect in accordance with the terms thereof and has not been modified and there are no known existing defaults by the Landlord or by the Mortgagor, as Tenant thereunder, and the Mortgagor is the owner and holder of the Leases and of the leasehold estates created thereby.
3. The Mortgagor shall not, without the prior written consent of the Mortgagee, permit the fee title to the Leased Premises to merge with the leasehold estate created by the related Lease, but said leasehold estate shall remain separate and distinct, notwithstanding the union of such estates in the lessor, or in a third party, by purchase or otherwise.
4. The Mortgagor will not enter into an assignment of any of the Leases or a sublease of the Leased Premises, without Mortgagee's prior written consent.
5. Mortgagee may on Mortgagor's behalf, and without any action on the part of Mortgagor, exercise any renewal, extension or option rights which exist in favor of the lessee under any of the Leases.

6. Mortgagor will at all times fully perform and comply with all agreements, covenants, terms, and conditions imposed on or assumed by it as lessee under the Leases and if Mortgagor shall fail to do so, Mortgagee may, but shall not be obligated to, take any action Mortgagee individually and on behalf of the Banks deems necessary or desirable to prevent or to cure any default by Mortgagor in the performance of or compliance with any of Mortgagor's covenants or obligations under the Leases. On receipt by Mortgagee from the lessor under any of the Leases of any written notice of default by the Mortgagor thereunder, Mortgagee may rely thereon and take any action as aforesaid to cure such default even though the existence of such default or the nature thereof is questioned or denied by Mortgagor or by any party on behalf of Mortgagor. Mortgagor hereby expressly grants to Mortgagee, and agrees that Mortgagee shall have, the absolute and immediate right to enter in and on the encumbered Leased Premises or any part thereof to such extent and as often as Mortgagee, in its sole discretion, deems necessary or desirable in order to prevent or to cure any such default by Mortgagor. Mortgagee may pay and expend such sums of money as are reasonable for any such purpose, and Mortgagor hereby agrees to pay to Mortgagee, immediately and without demand, all such sums so paid and expended by Mortgagee, together with interest thereon from the date of each such payment at the highest rate provided for in any obligation secured hereby. All sums so paid and expended by Mortgagee and the interest thereon shall be added to and be secured by the lien of this Mortgage.
7. Mortgagor will not surrender its leasehold estate and interest hereinabove described, nor terminate or cancel any of the Leases and will not without the express written consent of Mortgagee modify, change, supplement, alter, or amend any of the Leases either orally or in writing. Any such termination, cancellation, modification, change, supplement, alteration, or amendment of any of the Leases without the prior written consent thereto by Mortgagee shall be void and of no force and effect.
8. The Mortgagor has a good and indefeasible leasehold estate in the entire mortgaged premises with good right and full power to sell, mortgage and convey it; the mortgaged premises are free and clear of all easements, restrictions, liens, leases and encumbrances whether now existing or later created, except those matters listed on attached Exhibit B (if any) and the fee interests of the Landlords to which this Mortgage is expressly subject, and the Mortgagor will warrant and defend the mortgaged premises against all other claims and demands whatsoever. The Mortgagee individually and on behalf of the Banks shall have the right, at its option and at such time or times as it, in its sole

discretion, deems necessary, to take whatever action it may deem necessary to defend or uphold the lien of this Mortgage or otherwise enforce any of the rights of the Mortgagee under this Mortgage or any obligation secured by this Mortgage including, without limit, the right to institute appropriate legal proceedings for these purposes.

9. The Mortgagor shall pay when due, and before any interest, collection fees or penalties accrue or default occurs, all taxes, assessments, encumbrances, liens, mortgages, water or sewer charges and other charges and impositions levied, assessed or existing with respect to the mortgaged premises or any part of it, and will deliver to the Mortgagee without demand official receipts showing these payments. If the Mortgagor fails to pay these taxes, assessments, encumbrances, liens, mortgages, charges and impositions when due, or if the Mortgagor fails to pay all interest, collection fees and penalties accrued on them, the Mortgagee, at its sole option, may (but is not obligated to) pay them and the monies paid shall be a lien upon the mortgaged premises added to the amount secured by this Mortgage and payable immediately by the Mortgagor to the Mortgagee, with interest at the higher of (i) the interest rate, if any, charged by the particular entity levying or assessing the tax, assessment or imposition or holding the encumbrance or lien, or (ii) the highest rate charged by the Mortgagee on any of the Indebtedness (but in either case not to exceed the maximum interest rate permitted by applicable law).

At the sole option of the Mortgagee, the Mortgagor shall pay to the Mortgagee in advance on the first day of each month a pro rata portion (as determined by the Mortgagee) of all taxes, assessments, liens, encumbrances, mortgages, and other charges levied, assessed or existing on the mortgaged premises. In the event that sufficient funds have been deposited with the Mortgagee to cover the amount of these taxes, assessments, liens, encumbrances, mortgages, and other charges when they become due and payable, the Mortgagee shall pay them. In the event that sufficient funds have not been deposited to cover the amount of these taxes, assessments, liens, encumbrances, mortgages and other charges at least thirty (30) days prior to the time when they become due and payable, the Mortgagor shall immediately upon request by the Mortgagee pay the amount of the deficiency to the Mortgagee. The Mortgagee shall not be required to keep in a separate account or to pay the Mortgagor any interest or earnings whatever on the funds held by the Mortgagee for the payment of taxes, assessments, liens, encumbrances, mortgages, or other charges pursuant to this paragraph or for the payment of insurance premiums under paragraph (10) below, or on any other funds deposited

with the Mortgagee in connection with this Mortgage. If an event of default occurs under this Mortgage, any funds then remaining on deposit with the Mortgagee may be applied against the Indebtedness immediately upon or at any time after the event of default occurs, and without notice to the Mortgagor. Further, the Mortgagee may make payments from any funds on deposit with the Mortgagee for taxes, assessments, liens, encumbrances, mortgages, or other charges on or with respect to the mortgaged premises notwithstanding that subsequent owners of the premises may benefit as a result. The Mortgagor shall not, and nothing in this Mortgage shall be construed to give the Mortgagor the right to, mortgage or pledge the mortgaged premises or any part of it as security for any other indebtedness or obligations. Nothing in this paragraph shall be considered a consent by the Mortgagee individually or on behalf of the Banks to any lien, mortgage or encumbrance on the mortgaged premises unless set forth on attached Exhibit B, if any.

10. With respect to the Leased Premises, this paragraph is subject to any contrary provisions of the Leases. The Mortgagor shall keep the buildings and all other improvements now or later existing on the mortgaged premises constantly insured for the benefit of the Mortgagee against fire and other hazards and risks, including without limit vandalism and malicious mischief, as the Mortgagee may require and shall further provide flood insurance (if the mortgaged premises are situated in an area which is considered a flood risk area by the United States Department of Housing and Urban Development, and in which flood insurance has been made available under the National Flood Insurance Act of 1968, as amended), loss of rents insurance, public liability and product liability insurance and any other insurance as the Mortgagee may require from time to time, all in amounts and in forms and with companies as are satisfactory to the Mortgagee. The Mortgagor shall deliver to the Mortgagee individually and on behalf of the Banks the policies evidencing the required insurance with premiums fully paid for one year in advance and with standard mortgagee clauses (making all loss payable to the Mortgagee) satisfactory to the Mortgagee. Renewals of the required insurance (together with evidence of premium prepayment for one year in advance) shall be delivered to the Mortgagee at least thirty (30) days before the expiration of any existing policies. All policies and renewals shall provide that they may not be canceled or amended without giving the Mortgagee thirty (30) days prior written notice of cancellation or amendment. All policies and renewals shall be held by, and are pledged to, the Mortgagee individually and on behalf of the Banks, along with all insurance premium rebates, as additional security for the Indebtedness. Should the Mortgagor fail to insure or fail to pay the premiums on any

required insurance or fail to deliver the policies or renewals of them as provided above, the Mortgagee may (but is not obligated to) have the insurance issued or renewed (and pay the premiums on it for the account of the Mortgagor) in amounts and with companies and at premiums as the Mortgagee deems appropriate. If the Mortgagee elects to have insurance issued or renewed to insure the Mortgagee's interest, the Mortgagee shall have no duty or obligation of any kind to also insure the Mortgagor's interest or to notify the Mortgagor of the Mortgagee's actions. Any premiums or other sums paid by the Mortgagee for insurance as provided above shall be a lien upon the mortgaged premises added to the amount secured by this Mortgage and payable immediately, with interest on those sums at the highest rate charged by the Mortgagee on any of the Indebtedness (but not to exceed the maximum interest rate permitted by applicable law). In the event of loss or damage, the proceeds of all required insurance shall be paid to the Mortgagee alone. No loss or damage shall itself reduce the Indebtedness. The Mortgagee (individually and on behalf of the Banks) and any of its employees is each irrevocably appointed attorney-in-fact for the Mortgagor and is authorized to adjust and compromise each loss without the consent of the Mortgagor, to collect, receive and receipt for the insurance proceeds in the name of the Mortgagee and the Mortgagor and to endorse the Mortgagor's name upon any check in payment of the loss. The proceeds shall be applied first toward reimbursement of all costs and expenses of the Mortgagee in collecting the proceeds (including, without limit, court costs and reasonable attorneys' fees), and then toward payment of the Indebtedness or any portion of it, whether or not then due or payable and in whatever order of maturity as the Mortgagee may elect, or the Mortgagee, at its option, may apply the insurance proceeds, or any part of them, to the repair or rebuilding of the mortgaged premises. Application of proceeds by the Mortgagee toward later maturing installments of the Indebtedness shall not excuse the Mortgagor from making the regularly scheduled installment payments nor shall such application extend or reduce the amount of any of these payments. Application of proceeds by the Mortgagee toward payment of the Indebtedness shall constitute an acceleration and prepayment and shall subject the Mortgagor to any applicable prepayment premium or formula. In the event of a foreclosure of this Mortgage, or the giving of a deed in lieu of foreclosure, the purchaser or grantee of the mortgaged premises shall succeed to all of the rights of the Mortgagor under said insurance policies including, without limit, any right to unearned premiums and to receive the proceeds. At the sole option of the Mortgagee, the Mortgagor shall pay to the Mortgagee in advance on the first day of each month the equivalent of one-twelfth (1/12th) of the annual premiums (as estimated by

the Mortgagee) due on the required insurance, but with an initial payment which together with subsequent monthly payments will be sufficient to pay the estimated annual premiums as provided in this paragraph. In the event that sufficient funds have been deposited with the Mortgagee to cover the amount of the insurance premiums for required insurance when the premiums become due and payable, the Mortgagee shall pay the premiums. In the event that sufficient funds have not been deposited with the Mortgagee to pay the insurance premiums at least thirty (30) days prior to the time when they become due and payable, the Mortgagor shall immediately upon request pay the amount of this deficiency to the Mortgagee.

11. The Mortgagor shall promptly repair, restore, replace or rebuild each part of the mortgaged premises which may be damaged or destroyed by fire or other casualty or which may be affected by any eminent domain proceedings, unless the Mortgagee has applied the insurance proceeds or eminent domain award resulting from such casualty or condemnation proceedings to payment of the indebtedness of
12. The Mortgagor shall abstain from commission of waste upon the mortgaged premises, keep the buildings, improvements and equipment on the mortgaged premises in good repair, and promptly comply with all laws, regulations and requirements of all governmental bodies affecting the mortgaged premises. If the Mortgagee determines that the mortgaged premises, or any part of it, requires inspection, testing, appraisal, repair, care, alteration or attention of any kind or nature, not provided to the Mortgagee's satisfaction by the Mortgagor, the Mortgagee may (but is not obligated to) enter or cause entry to be made upon the mortgaged premises, and inspect, test, appraise, repair, alter or maintain the mortgaged premises as the Mortgagee may deem necessary, and the Mortgagor shall reimburse the Mortgagee upon demand for all resulting costs and expenses incurred by the Mortgagee. The Mortgagee may pay sums of money as the Mortgagee or any Bank deems essential for the preservation of the mortgaged premises, and these sums shall be additional Indebtedness secured by this Mortgage, shall be payable by the Mortgagor to the Mortgagee upon demand, and shall bear interest at the highest rate charged by the Mortgagee to the Mortgagor on any of the Indebtedness (but not to exceed the maximum interest rate under applicable law). The failure of Mortgagor to pay any taxes or assessments assessed against the mortgaged premises, or any installment of them, or any premiums payable with respect to any insurance policy covering the mortgaged premises, shall constitute waste (although the meaning of "waste" shall not be limited to this nonpayment). The Mortgagor consents to the appointment of a receiver should the Mortgagee seek this relief. The

Mortgagor shall not make or permit any other party to make any material alterations, additions or improvements of any type to the mortgaged premises (individually and collectively the "Improvements"), regardless of whether the Improvements would increase the value of the mortgaged premises, without the Mortgagee's prior written consent. This consent may be withheld by the Mortgagee in its sole discretion. If the Mortgagee consents to the making of any Improvements on the mortgaged premises, and the Improvements are not completed with due diligence in accordance with the plans and specifications approved in writing by the Mortgagee, or if construction of the Improvements should cease before completion for a period of thirty (30) days, then and in either event it shall be an event of default under this Mortgage and the Mortgagee shall have all the rights and remedies provided in this Mortgage upon an event of default, and all the rights and remedies set forth in this paragraph 12, including without limitation, the right (but not the obligation) to enter or cause entry to be made upon the mortgaged premises and complete the Improvements, with full power and authority to enter into such contracts or agreements as the Mortgagee may deem necessary to complete the Improvements. To the extent of any conflict between the provisions of this paragraph 6 and any loan agreement between the Mortgagor and the Mortgagee relating to any Improvements to the mortgaged premises, the provisions of the loan agreement will control.

13. The Mortgagor shall pay (before the same become liens, encumbrances or charges against the mortgaged premises) any and all obligations, liabilities or debts for repairs or improvements to the mortgaged premises or for any other goods, services, or utilities furnished to the mortgaged premises. The Mortgagor shall not mortgage or pledge the mortgaged premises or any part of it as security for any other indebtedness or obligations.
14. With respect to the Leased Premises, this paragraph is subject to the provisions of the Lease. In the event the mortgaged premises, or any part of it, is taken under power of eminent domain, or by condemnation, the entire proceeds of the award shall be paid directly to the Mortgagee and applied toward reimbursement of all the Mortgagee's costs and expenses incurred in connection with collecting the award (including, without limit, court costs and reasonable attorneys' fees), and the balance applied upon the Indebtedness whether or not then due or payable in whatever manner the Mortgagee deems advisable. Application by the Mortgagee of any condemnation award or portion of it toward the last maturing installments of the Indebtedness shall not excuse the Mortgagor from making the regularly scheduled payments nor extend or reduce the amount of these payments.

Application of any condemnation award by the Mortgagee toward payment of the Indebtedness shall constitute an acceleration and a prepayment and shall subject the Mortgagor to any applicable prepayment premium or formula. The Mortgagee (individually and on behalf of the Banks) or any of its employees is irrevocably appointed attorney-in-fact and is duly authorized and empowered to receive, receipt for, discharge and satisfy any condemnation award and judgment, whether joint or several, on behalf of the Mortgagor, his legal representatives and assigns. This receipt, discharge and satisfaction shall be as legally effective and binding as if given directly by the Mortgagor; provided, however, that the Mortgagee shall not be liable for failure to collect any condemnation award, regardless of the cause of such failure.

15. The Indebtedness secured by this Mortgage shall become due and payable immediately without notice, at the option of the Mortgagee (at the direction of the Banks), if the Mortgagor shall convey, assign or transfer its interest under any of the Leases or in the mortgaged premises or the Lessee's interest under any of the Leases or any part of it by deed, land contract or other instrument, or if title to the mortgaged premises or the Lessee's interest under any of the Leases or any part of it shall become vested in any other person or party in any manner whatsoever or if there is any disposition (through one or more transactions) of legal or beneficial title to a controlling interest of the Mortgagor. In the event ownership of the mortgaged premises or the Lessee's interest under any of the Leases or any part of it becomes vested in a person or persons other than the Mortgagor (with or without the prior written approval of the Mortgagee), the Mortgagee may (but shall not be obligated to) deal with and may enter into any contract or agreement with the successor or successors in interest with reference to this Mortgage in the same manner as with the Mortgagor, without in any manner vitiating, discharging or otherwise affecting the lien of this Mortgage or the Mortgagor's liability under this Mortgage or upon the Indebtedness.
16. This Mortgage shall, as to any equipment, fixtures, accounts, general intangibles and other personal property covered by it, be deemed to grant a security interest in the equipment, fixtures, accounts, general intangibles and other personal property pursuant to the Uniform Commercial Code. The Mortgagor agrees, upon request of the Mortgagee from time to time, to promptly furnish a list of personal property owned by the Mortgagor and subject to this Mortgage and, upon request by the Mortgagee, to immediately execute, deliver and/or file any mortgage and any amendments to this Mortgage, any separate security agreement and any financing statements to include specifically this list of personal

property. Upon the occurrence of any event of default under this Mortgage, the Mortgagee individually and on behalf of the Banks shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or otherwise provided by law or by this Mortgage including, without limit, the right to require the Mortgagor to assemble the personal property and make it available to the Mortgagee at a place to be designated by the Mortgagee which is reasonably convenient to both parties, the right to take possession of the personal property with or without demand and with or without process of law and the right to sell and dispose of it and distribute the proceeds according to law. The Mortgagor agrees that any requirement of reasonable notice shall be met if the Mortgagee sends notice to the Mortgagor at least five (5) days prior to the date of sale, disposition or other event giving rise to the required notice. The Mortgagor agrees that the proceeds of any disposition of the personal property may be applied by the Mortgagee first to the Mortgagee's reasonable expenses in connection with the disposition including, without limit, reasonable attorneys' fees and legal expenses, and then to payment of the indebtedness. This indebtedness is the property of

17. As additional security for the payment of the Indebtedness and performance of this Mortgage, the Mortgagor assigns to the Mortgagee individually and on behalf of the Banks all its right, title and interest in and to all written and oral leases and occupancy agreements, now or later existing, covering the mortgaged premises or any part of it (but without an assumption by the Mortgagee of liabilities of the Mortgagor under any of these leases or occupancy agreements by virtue of this assignment), and the Mortgagor assigns to the Mortgagee the rents, issues and profits of the mortgaged premises. If an event of default occurs under this Mortgage, the Mortgagee may receive and collect the rents, issues and profits personally or through a receiver so long as the event of default exists and during the pendency of any foreclosure proceedings and during any redemption period. The Mortgagor agrees to consent to the appointment of a receiver if this is believed necessary or desirable by the Mortgagee to enforce its rights under this Mortgage. The Mortgagee shall at no time have any obligation whatever to attempt to collect rent or other amounts from any tenant or occupier of the mortgaged premises notwithstanding that such tenants and occupiers may not be paying rent or other amounts to either the Mortgagor or to the Mortgagee. Further, the Mortgagee shall at no time have any obligation whatever to enforce any other obligations owed by tenants or occupiers of the mortgaged premises to the Mortgagor. No action taken by the Mortgagee under this Mortgage shall make the Mortgagee a "mortgagee in possession." The Mortgagor shall at no time collect advance rent under any lease or

occupancy agreement pertaining to the mortgaged premises or any part of it in excess of one month (other than as a security deposit) and the Mortgagee shall not be bound in any respect by any rent prepayment made or received in violation of this prohibition. As additional security for the Indebtedness, the Mortgagor assigns to the Mortgagee all of the Mortgagor's rights and interest in all licenses and permits affecting the mortgaged premises. This assignment shall not be construed as a consent by the Mortgagee to any license or permit so assigned, or to impose upon Mortgagee any obligations with respect to any license or permit. The Mortgagor shall not cancel or amend any of the licenses and permits assigned (nor permit any of them to terminate if they are necessary or desirable for the operation of the mortgaged premises) without first obtaining the written approval of the Mortgagee. This paragraph shall not be applicable to any license or permit that terminates if it is assigned without the consent of another party (other than the Mortgagor) or its issuer, unless this consent has been obtained or this assignment is ratified by the other party or issuer; nor shall this paragraph be construed as a present assignment of any license or permit that the Mortgagor is required by law to hold in order to operate the mortgaged premises.

18. As additional security for the Indebtedness, the Mortgagor grants a security interest to the Mortgagee individually and on behalf of the Banks in all deposit or other accounts with the Mortgagee.
19. In the event any tax shall be due with respect to the execution and delivery or recordation of this Mortgage or any note or other instrument evidencing or securing repayment of the Indebtedness or the interest of the Mortgagee in the mortgaged premises, whether levied against the Mortgagee or otherwise, the Mortgagor shall pay this tax at the time and in the manner required by applicable law. The Mortgagor shall hold the Mortgagee and the Banks harmless and shall indemnify the Mortgagee and the Banks against all liability of any nature whatever as a result of the imposition of this tax. In the event payment by the Mortgagor of this tax would result in the payment of interest in excess of the permitted rate, then the Mortgagor shall have no obligation to pay the portion of the tax resulting in this excess; provided, however, that in this event the Mortgagee may declare the entire principal balance of the Indebtedness, and accrued interest on it, immediately due and payable and this shall subject the Mortgagor to any applicable prepayment premium or formula.
20. (a) The Mortgagor represents, warrants and covenants that the Mortgagor has not used Hazardous Materials (as

later defined) on or affecting the mortgaged premises in any manner which violates Environmental Laws (as later defined), that there is no condition concerning the mortgaged premises which could require remediation pursuant to applicable Environmental Laws, and that, to the best of the Mortgagor's knowledge, no prior owner of the mortgaged premises or any current or prior occupant has used Hazardous Materials on or affecting the mortgaged premises in any manner which violates Environmental Laws. The Mortgagor covenants and agrees that neither it nor any occupant shall use, introduce or maintain Hazardous Materials on the mortgaged premises in any manner unless done in strict compliance with all Environmental Laws.

- (b) The Mortgagor shall conduct and complete all investigations, Environmental audits, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on or affecting the mortgaged premises, whether caused by the Mortgagor or a third party, in accordance with all Environmental Laws to the satisfaction of the Mortgagee and the Banks, and in accordance with the orders and directives of all federal, state and local governmental authorities. Any remedial, removal or other action by the Mortgagor shall not be deemed a cure or waiver of any breach of this paragraph (20) due to the presence or use of Hazardous Materials on or affecting the mortgaged premises. Additionally, the Mortgagor shall defend, indemnify and hold harmless the Mortgagee and the Banks, their employees, agents, shareholders, officers and directors, from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limit, reasonable attorneys' fees) of whatever kind or nature arising out of or related to (i) the presence, disposal, release or threatened release of any Hazardous Materials on, from or affecting the mortgaged premises or the soil, water, air, vegetation, buildings, personal property, persons or animals on the mortgaged premises, (ii) any personal injury (including without limit wrongful death) or property damage (real or personal) arising out of or related to these Hazardous Materials, (iii) any lawsuit brought or threatened, settlement reached or government order related to these hazardous materials, (iv) the cost of removal of all Hazardous Materials from all or any portion of the mortgaged premises, (v) taking necessary precautions to protect against the release of Hazardous Materials on or

affecting the mortgaged premises, (vi) complying with all Environmental Laws and/or (vii) any violation of Environmental Laws or requirements of the Mortgagee, which are based upon or in any way related to Hazardous Materials including, without limit, attorneys and consultants' fees (the attorneys and consultants to be selected by the Mortgagee or the Banks), investigation and laboratory fees, environmental studies required by the Mortgagee (whether prior to foreclosure, or otherwise), court costs and litigation expenses. Upon the request of the Mortgagee or any Bank, the Mortgagor and any guarantor shall execute a separate indemnity consistent with this paragraph.

- (c) The Mortgagor has never received any notice ("Environmental Complaint") of any violation of Environmental Laws with respect to the Mortgagor or the mortgaged premises (and, within five (5) days of receipt of any Environmental Complaint, the Mortgagor shall give the Mortgagee a copy of it), and to the best of the Mortgagor's knowledge, there have been no actions commenced or threatened by any party with respect to the Mortgagor or the mortgaged premises for noncompliance with any Environmental Laws.
- (d) In the event this Mortgage is foreclosed or the Mortgagor tenders a deed in lieu of foreclosure, the Mortgagor shall deliver the mortgaged premises to the Mortgagee, purchaser or grantee, as the case may be, free of any and all Hazardous Materials so that the condition of the mortgaged premises shall not be a violation of any Environmental Laws.
- (e) Upon ten (10) days notice to the Mortgagor (except in an emergency or where not practical under applicable law, in which case notice is waived), and without limitation of the Mortgagee's other rights under this Mortgage or elsewhere, the Mortgagee and each Bank has the right, but not the obligation, to enter on the mortgaged premises and to take other actions as it deems appropriate to investigate or test for, clean up, remove, resolve, minimize the impact of or advise governmental agencies of the possible existence of any Hazardous Materials or Environmental Complaint upon the Mortgagee's or any Bank's receipt of any notice from any source asserting the existence of any Hazardous Materials or an Environmental Complaint pertaining to the mortgaged premises which, if true, could result in an order, suit or other action against the Mortgagor and/or any part of the mortgaged premises which, in the sole opinion of the

Mortgagee or any Bank, could jeopardize its security under this Mortgage. All reasonable costs and expenses incurred by the Mortgagee or any Bank in the exercise of any of these rights shall be secured by this Mortgage and shall be payable by the Mortgagor upon demand. Any such actions conducted by the Mortgagee or any Bank shall be solely for the benefit of and to protect the interests of the Mortgagee or such Bank, as applicable and shall not be relied upon the Mortgagor or any third party for any purpose whatsoever. By conducting any such actions, neither the Mortgagee nor any Bank assumes control over the environmental affairs or operations of the Mortgagor nor assume any liability of the Mortgagor or any third party.

- (f) The provisions of this paragraph (20) shall be in addition to any and all other obligations and liabilities the Mortgagor may have to the Mortgagee and the Banks at common law or pursuant to any other agreement, and shall survive (i) the repayment of all sums due under any note or other loan documents executed in connection with this Mortgage and the repayment of all other indebtedness, (ii) the satisfaction of all other obligations of the Mortgagor under this Mortgage and under the other loan documents and evidence(s) of indebtedness, (iii) the discharge of this Mortgage, and (iv) the foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure.
- (g) For purposes of this Mortgage, (i) "Hazardous Materials" means each and all of the following: hazardous materials and/or substances as defined in any Environmental Law, petroleum, petroleum by-products, natural gas, flammable explosives, radioactive materials, and toxic materials, and (ii) "Environmental Laws" mean any and all federal, state, local or other laws (whether under common law, by legislative action or otherwise), rules, policies, ordinances, directives, orders, statutes, or regulations an object of which is to regulate or improve health, safety, or the environment including, without limit, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC 9601 et seq.) and the Resource Conservation and Recovery Act, as amended (42 USC 6901 et seq.).

21. If this Mortgage encumbers a unit in a condominium or planned unit development, the Mortgagor shall perform in the time and manner required all of the Mortgagor's

obligations under the declaration or covenants creating or governing the condominium or planned unit development and the bylaws, regulations and constituent documents of the condominium or planned unit development. The Mortgagor shall comply with and perform in the time required all obligations and restrictions imposed upon the Mortgagor or the mortgaged premises under applicable deed restrictions, restrictive covenants, easements or other agreements affecting the mortgaged premises, but this is not a consent by the Mortgagee to take subject to any of these agreements unless specifically set forth on attached Exhibit B, if any, and the Mortgagee does not assume any obligations under these agreements.

22. If the Mortgagor fails to perform in the time and manner required the covenants and agreements contained in this Mortgage, or if any action or proceeding is threatened or commenced which affects the Mortgagee's interest in the mortgaged premises including, without limit, eminent domain, environmental, bankruptcy, insolvency, building, or zoning proceedings, then the Mortgagee at its option may make such appearances, disburse such sums and take such action as is deemed necessary by the Mortgagee to protect the Mortgagee's interest and the Mortgagor will reimburse the Mortgagee upon demand for all sums disbursed and costs incurred including, without limit, reasonable attorneys' fees and costs of entry upon the mortgaged premises to effect repairs. The Mortgagee shall not be liable in any case for failure to exercise its right or for failure to continue exercising its right once having exercised them.
23. No waiver or forbearance by the Mortgagee of any right or remedy under this Mortgage shall affect or extend to or be deemed a waiver of any other right or remedy of the Mortgagee under this Mortgage nor affect or impair the subsequent exercise of the same right or remedy by the Mortgagee for any future or subsequent default by the Mortgagor under this Mortgage.
24. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, any other agreement or afforded by law, and may be exercised concurrently, independently or successively.
25. The occurrence of any of the following events shall be deemed an event of default under this Mortgage and shall entitle the Mortgagee to exercise its remedies under this Mortgage or as otherwise provided by law:
- (a) The occurrence of any Event of Default (as defined in the Credit Agreement);

- (b) Default by the Mortgagor in making payment when due, by acceleration or otherwise, of any principal portion of or interest on the Indebtedness or any part of it;
- (c) Default under or institution of foreclosure proceedings of any mortgage or lien of any kind against the mortgaged premises or any portion of it.

26. If the Mortgagee at any time(s) for any reason shall incur or expend any sums including, without limit, court costs and reasonable attorneys' fees, whether or not in connection with any suit, action or proceeding, to sustain the lien of this Mortgage or its priority, or to protect the value of the mortgaged premises, or to protect or enforce or otherwise administer any of its rights under this Mortgage, or to recover any of the Indebtedness, or for any appraisal, environmental audit, title examination or title insurance policy relating to the mortgaged premises, or otherwise in any way relating to this Mortgage or the Indebtedness including, without limit, sums expended in connection with any suit involving the conduct of the Mortgagor or the Mortgagee with respect to this Mortgage or the Indebtedness, all of these sums shall on demand be paid by the Mortgagor to the Mortgagee, together with the interest on these sums at the highest rate charged by the Mortgagee to the Mortgagor on any of the Indebtedness (but not to exceed the maximum interest rate permitted by applicable law), and shall be a lien on the mortgaged premises and secured by this Mortgage.
27. In the event of any foreclosure or other sale under this Mortgage by virtue of judicial proceedings, advertisement, or otherwise, the mortgaged premises may be sold in one parcel and as an entirety, or in such parcels, manner or order as the Mortgagee in its sole discretion may elect.
28. Acceleration of the Indebtedness as provided in this Mortgage shall trigger any applicable prepayment premium or formula. Without limiting when a prepayment premium may be due, it is agreed that at any time after acceleration a tender of payment of the amount necessary to satisfy the entire Indebtedness by the Mortgagor, or by anyone on behalf of the Mortgagor or otherwise, must include any applicable prepayment premium or formula.
29. Immediately upon the occurrence of any event of default, the Mortgagee shall have the option, in addition to and not in substitution for all other rights and remedies provided in this Mortgage or other agreement or by law, and is authorized by the Mortgagor, to do any or all of

the following subject to the terms and conditions of the Intercreditor Agreement:

- (a) Declare the entire unpaid amount of the Indebtedness, together with accrued and unpaid interest on it and any applicable prepayment premium or formula, and any and all other charges payable by the Mortgagor to the Mortgagee to be immediately due and payable and, at the Mortgagee's option, (i) to bring suit for the same, (ii) to bring suit for any delinquent payment of or upon the Indebtedness, or (iii) to take any and all steps and institute any and all other proceedings that the Mortgagee deems necessary to enforce payment of the Indebtedness and performance of other obligations secured under this Mortgage and to protect the lien of this Mortgage.
- (b) Commence foreclosure proceedings against the mortgaged premises through judicial proceedings or, if permitted by applicable law, by advertisement, at the option of the Mortgagee, pursuant to applicable law. The commencement by the Mortgagee of foreclosure proceedings shall be deemed an exercise by the Mortgagee of its option to accelerate the Indebtedness, unless such proceedings on their face specifically indicate otherwise. The Mortgagor grants power to the Mortgagee to sell the mortgaged premises or to cause the same to be sold at public sale, and to convey the same to the purchaser, in accordance with applicable statutes, if any, in a single parcel or in several parcels at the option of the Mortgagee.
- (c) Cause to be updated an abstract or abstracts and tax histories of the mortgaged premises, procure title insurance or title reports and procure new abstracts and tax histories.
- (d) Obtain a receiver to manage the mortgaged premises and collect the rents, profits and income from it.
- (e) Enter upon the mortgaged premises and take other actions as the Mortgagee deems appropriate to investigate or test for the presence of any Hazardous Materials and/or to appraise the mortgaged premises. Without limiting what other rights and remedies of the Mortgagee are specifically enforceable, the Mortgagor agrees that the Mortgagee's rights under this paragraph (29)(e) are specifically enforceable since there is no adequate monetary remedy available to the Mortgagee.

(f) Contest the amount or validity of any taxes applicable to the mortgaged premises by appropriate proceedings either in the Mortgagee's name (individually or on behalf of the Banks), the Mortgagor's name or jointly with the Mortgagor. The Mortgagor shall execute and deliver to the Mortgagee, upon demand, whatever documents and information the Mortgagee determines may be necessary or proper to so contest the taxes or to secure payment of any resulting refund. The Mortgagor shall reimburse the Mortgagee for all costs and expenses, including without limit reasonable attorneys' fees, incurred in connection with each tax contest proceeding. All refunds resulting from each tax contest proceeding shall belong to the Mortgagee to be applied against the Indebtedness with the surplus, if any, to be paid to the Mortgagor. The Mortgagee (individually and on behalf of the Banks) and any of its employees is each irrevocably appointed attorney-in-fact for the Mortgagor and is authorized to execute and deliver in the name of the Mortgagor those documents deemed necessary or proper by the Mortgagee to carry out any tax contest proceeding or receive the resulting refunds, if any.

(g) In the event of any sale of the mortgaged premises by foreclosure, through judicial proceedings, by advertisement or otherwise, apply the proceeds of any such sale in the following order or such other order as the Mortgagee may elect: to (i) all expenses incurred for the collection of the Indebtedness and the foreclosure of this Mortgage including, without limit, reasonable attorneys' fees; (ii) all sums expended or incurred by the Mortgagee directly or indirectly in carrying out terms, covenants and agreements of or under this Mortgage or any related document, together with interest as provided in this Mortgage; (iii) all accrued and unpaid interest and late payment charges upon the Indebtedness; (iv) any applicable prepayment premium or formula; (v) the unpaid principal amount of the Indebtedness; and (vi) the surplus, if any, paid to the Mortgagor unless a court of competent jurisdiction decrees otherwise.

30. If any provision of this Mortgage is in conflict with any statute or rule of law or is otherwise unenforceable for any reason, then that provision shall be deemed null and void to the extent of the conflict or unenforceability and shall be deemed severable, but shall not invalidate any other provision of this Mortgage.

31. In the event of foreclosure of this Mortgage or the enforcement by the Mortgagee of any other rights and remedies under this Mortgage, the Mortgagor waives any right otherwise available in respect to marshalling of assets which secure the Indebtedness or to require the Mortgagee to pursue its remedies against any other assets or any other party which may be liable for any of the Indebtedness.
32. Promptly upon the request of the Mortgagee, the Mortgagor shall execute, acknowledge and deliver any and all further conveyances, documents, mortgages and assurances, and do or cause to be done all further acts as the Mortgagee may require in its sole discretion to confirm and protect the lien of this Mortgage or otherwise to accomplish the purposes of this Mortgage.
33. If more than one person or party has executed this Mortgage as the mortgagor, the term "Mortgagor" shall include each of the mortgagors individually and collectively, and all warranties, covenants, rights and powers given to or conferred upon the Mortgagee are made or given jointly and severally.
34. Nothing contained in this Mortgage is intended, nor should it be construed, to preclude the Mortgagee from pursuing any other remedy provided by law for the collection of the Indebtedness or any portion of it, or for the recovery of any other sum to which the Mortgagee may be or become entitled for breach of this Mortgage by the Mortgagor, nor shall anything contained in this Mortgage reduce or release in any manner any rights, security interests or liens in favor of the Mortgagee contained in any existing or future agreement between the Mortgagor and the Mortgagee.
35. Any reference in this Mortgage to attorneys' fees shall be deemed a reference to fees, charges, costs and expenses of both in-house and outside counsel and paralegals, whether or not a suit or proceeding is instituted, and whether incurred at the trial court level, on appeal, in a bankruptcy, administrative or probate proceeding, in a workout, in consultation with counsel, or otherwise. All costs, expenses and fees of any nature for which the Mortgagor is obligated to reimburse or indemnify the Mortgagee are part of the Indebtedness secured by this Mortgage and are payable upon demand, unless expressly provided otherwise, with interest until repaid at the highest rate charged by the Mortgagee on any of the Indebtedness (but not to exceed the maximum rate permitted by applicable law).

36. With respect to the right, title, interest or lien of any person or entity which is superior to the lien of this Mortgage, the Mortgagee has the right, but not the obligation, to acquire and/or pay off the holder of such right, title, interest or lien and add the amount so paid to the Indebtedness and charge interest on that amount at the highest rate charged by the Mortgagee to the Mortgagor on any of the Indebtedness (but not to exceed the maximum interest rate permitted under applicable law).
37. This Mortgage constitutes the entire agreement of the Mortgagor and the Mortgagee with respect to the subject matter of this Mortgage. No waiver, consent, modification or change of the terms of this Mortgage shall bind the Mortgagor or the Mortgagee unless in writing and signed by the party, or an authorized officer of the party, against whom enforcement is sought. Each waiver, consent, modification or change shall be effective only for the specific purpose given.
38. This Mortgage shall be binding on the Mortgagor and the Mortgagee and on the Mortgagor's and the Mortgagee's heirs, legal representatives, successors and assigns including, without limit, any debtor in possession or trustee in bankruptcy for the Mortgagor. This shall not be deemed a consent by the Mortgagee to a conveyance by the Mortgagor of all or part of the mortgaged premises or of any ownership interest in the Mortgagor.
39. Upon request by the Mortgagee, the Mortgagor shall promptly provide the Mortgagee with certificates of occupancy, licenses, rent rolls, income and expense statements and other documents and information pertaining to the mortgaged premises and its operations as the Mortgagee, from time to time, may request.
40. At the sole option of the Mortgagee, this Mortgage shall become subordinate, in whole or in part (but not with respect to priority as to insurance proceeds or any eminent domain award) to any or all leases and/or occupancy agreements of all or part of the mortgaged premises upon the execution by the Mortgagee, and recording in the appropriate official county records where the premises are located, of a unilateral declaration to that effect.
41. All notices and demands required or permitted to be given to the Mortgagor shall be deemed given when delivered to the Mortgagor or when placed in an envelope addressed to the Mortgagor at the address above, or at such other address as the Mortgagee may have on its records, and deposited, with postage, in a post office or other

depository under the custody of the United States Postal Service. The mailing may be certified, first class or registered mail.

42. To the extent that any of the Indebtedness is payable upon demand, nothing contained in this Mortgage shall be construed to prevent the Mortgagee from making demand, without notice and with or without reason, for immediate payment of all or any part of that Indebtedness at any time or times, whether or not an event of default has occurred.
43. Any inspection, audit, appraisal or examination by the Mortgagee or any Bank or their agents of the mortgaged premises or of information or documents pertaining to the mortgaged premises is for the sole purpose of protecting the Mortgagee's or such Bank's interests under this Mortgage and is not for the benefit or protection of the Mortgagor or any third party. Neither the Mortgagee nor any Bank has any obligation to provide the Mortgagor or any third party designated by the Mortgagor with information concerning or results of any inspection, audit, appraisal or examination by the Mortgagee or its agents. If the Mortgagee or any Bank, in its sole discretion, discloses information to the Mortgagor this disclosure is for the sole protection of the Mortgagee, does not constitute an agreement to further disclosure and does not create a warranty by the Mortgagee or such Bank as to the accuracy, sufficiency or any other aspect of the disclosure.
44. Upon full and final payment of the Indebtedness and performance by the Mortgagor of all its other obligations under this Mortgage, except as otherwise provided in paragraphs 20(f) and 45 of this Mortgage, the parties shall automatically each fully, finally and forever release and discharge the other from any claim, liability or obligation in connection with this Mortgage and the Indebtedness.
45. Notwithstanding any prior revocation, termination, surrender or discharge of this Mortgage, the effectiveness of this Mortgage shall automatically continue or be reinstated, as the case may be, in the event that (a) any payment received or credit given by the Mortgagee or any Bank in respect of the Indebtedness is returned, disgorged or rescinded as a preference, impermissible setoff, fraudulent conveyance, diversion of trust funds, or otherwise under any applicable state or federal law, including, without limitation, laws pertaining to bankruptcy or insolvency, in which case this Mortgage shall be enforceable as if the returned, disgorged or

rescinded payment or credit had not been received or given, whether or not the Mortgagee relied upon this payment or credit or changed its position as a consequence of it; or (b) any liability is imposed, or sought to be imposed, against the Mortgagee or any Bank relating to the environmental condition of, or the presence of hazardous or toxic substances, on, in or about, any property given as collateral to the Mortgagee for the Indebtedness, whether this condition is known or unknown, now exists or subsequently arises (excluding only conditions which arise after any acquisition by the Mortgagee of any such property, by foreclosure, in lieu of foreclosure or otherwise, to the extent due to the wrongful act or omission of the Mortgagee), in which case this Mortgage shall be enforceable to the extent of all liability, costs and expenses (including without limit reasonable attorneys fees) incurred by the Mortgagee as the direct or indirect result of any environmental condition or hazardous toxic substances. In the event of continuation or reinstatement of this Mortgage, Mortgagor agree(s) upon demand by the Mortgagee to execute and deliver to the Mortgagee those documents which the Mortgagee determines are appropriate to further evidence (in they public records or otherwise) this continuation or reinstatement, although the failure of the Mortgagor to do so shall not affect in any way the reinstatement or continuation. If Mortgagor does not execute and deliver to the Mortgagee upon demand such documents, the Mortgagee and each Mortgagee officer is irrevocably appointed (which appointment is coupled with an interest) the true and lawful attorney of the Mortgagor (with full power of substitution) to execute and deliver such documents in the name and on behalf of the Mortgagor.

46. THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA.
47. THE MORTGAGOR AND THE MORTGAGEE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS MORTGAGE OR THE INDEBTEDNESS.
48. All capitalized terms used herein and not specifically defined herein are used as defined in the Credit Agreement. References to the Credit Agreement shall remain valid notwithstanding the termination of the Credit Agreement.

48. All capitalized terms used herein and not specifically defined herein are used as defined in the Credit Agreement. References to the Credit Agreement shall remain valid notwithstanding the termination of the Credit Agreement.

IN WITNESS WHEREOF, the Mortgagor has signed and delivered this Mortgage the day and year first written above.

WITNESS:

MORTGAGOR:

STRACK AND VAN TIL SUPER
MARKET, INC.

Document is

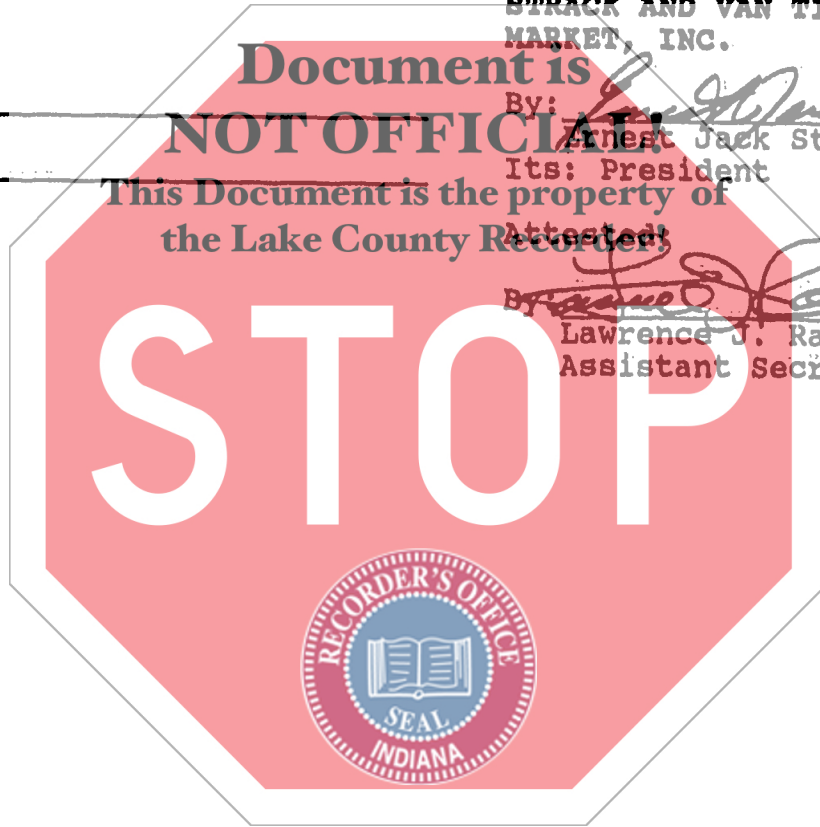
By: *Ernest Jack Strack*
Ernest Jack Strack

Its: President

This Document is the property of
the Lake County Recorder

Attested:

Lawrence J. Raab
Lawrence J. Raab
Assistant Secretary



STATE OF INDIANA)
COUNTY OF Inde) SS.

On this day, before me, a notary public in and for said county and state, personally appeared Ernest Jack Strack and Lawrence J. Raab, the President and Assistant Secretary, respectively, of Strack and Van Til Super Market, Inc., an Indiana corporation to me personally known and known to me to be the same persons who executed the within and foregoing instrument, who, being by me duly sworn, did depose, acknowledge and say: That they are the President and Secretary of Strack and Van Til Super Market, Inc., and that said instrument was signed and sealed by them on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 28th day of June, 1993.

This Document is the property of
the Lake County Recorder.

(Written Signature)

CLYNN R. PATTERSON
(Printed Signature) Notary Public

My commission expires:

11/24/96

My county of residence is:

Lake



This instrument was prepared by:

Larry R. Shulman, Esq.
Bodman, Longley & Dahling
34th Floor
100 Renaissance Center
Detroit, Michigan 48243

EXHIBIT "A"

**STRACK AND VAN TIL SUPER MARKET, INC.
MERRILLVILLE, INDIANA, STORE LOCATED AT
7201 TAFT, MERRILLVILLE, INDIANA**

The leasehold estate created by that certain unrecorded Lease between Van Til's Super Market, Inc. and Strack and Van Til Super Market, Inc., dated May 1, 1988, located on a portion of the following described real estate:

A parcel of land lying in West 600 Feet of the South half of the Northeast quarter of Section 17, Township 35 North, Range 8 West of the 2nd PM, described as follows: Starting at a point on the West line of the Northeast quarter of Section 17 said point being 350 feet North of the South line of the Northeast quarter, proceed North along said West line a distance of 459 feet; thence proceed East parallel to the South line of the Northeast quarter a distance of 600 feet; thence proceed South along the East line of the West 600 feet a distance of 459 feet more or less to a point which is 350 feet north of the South line of the Northeast quarter; thence proceed West a distance of 600 feet to the place of beginning. All in the Town of Merrillville, Lake County, Indiana. Said parcel contains 6.322 Acres and is subject to deduction for the legal highway right-of-way on Taft Street. (.385 Acres)

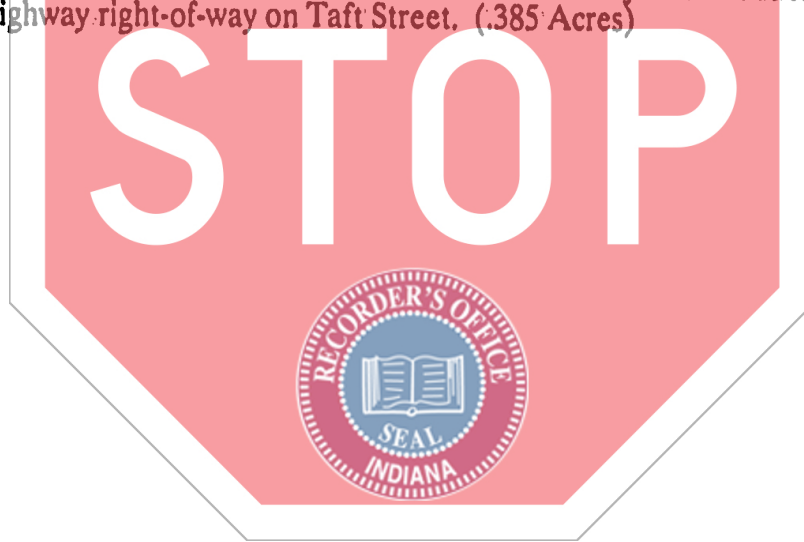


EXHIBIT "A" CONTINUED

**STRACK AND VAN TIL SUPER MARKET, INC.
HIGHLAND, INDIANA, ULTRA FOODS STORE LOCATED AT
8401 INDIANAPOLIS BOULEVARD, HIGHLAND, INDIANA**

The leasehold estate created by that certain unrecorded Amended And Restated Shopping Center Lease between RSVT Real Estate Corporation and Strack and Van Til Super Market, Inc., dated December 5, 1991, a Memorandum of which was recorded on December 13, 1991, as Document No. 91063847 in the Lake County, Indiana, Recorder's Office, with respect to a portion of the following described real estate:

Parcel 1: The North 670 feet of Lot 1, in Park Addition to Highland as shown in Plat Book 28, page 22; also a part of Lot 1, in 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 point of beginning, in the Town of Highland, Lake County, Indiana.

Parcel 2: Easement for the benefit of Parcel 1 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, in the Recorder's Office of Lake County, Indiana, 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, for the purpose of ingress and egress over, over and across and to use the land described as follows: That part of the Southwest Quarter of the Northwest Quarter of Section 21, Township 36 North, Range 9 West of the 2nd P.M. 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 point 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 point of beginning. Subject to the terms, provisions and conditions set forth in said instrument.

**STRACK AND VAN TIL SUPER MARKET, INC.
HIGHLAND, INDIANA STORE LOCATED AT
9632 CLINE AVENUE, HIGHLAND, INDIANA**

The leasehold estate created by that certain Shopping Center Lease between Griffland Center, Inc. and Strack and Van Til Super Market, Inc., dated July 1, 1989, a memorandum of which was recorded on August 16, 1990, as Document No. 117857, with respect to the premises legally described as follows:

A part of the E 1/2 SE 1/4 SE 1/4 of Section 27, Township 36 North, Range 9 West of the 2nd P.M., described as follows: Commencing at the Northeasterly corner of an existing Brick building which is 625.78 feet Northerly and 297.60 Westerly of the Southeast corner of said E 1/2 of the SE 1/4 of the SE 1/4; thence Southerly along a Easterly face of said building 151.00 feet to the point of beginning, thence Westerly along a party wall and along a Northerly face of said building 317.88 feet to a corner, thence Southerly along a Westerly face of said building 126.3 feet to a corner, thence Easterly along a Southerly face of said building 97.00 feet to a corner, thence Southerly along a Westerly face of said building 41.5 feet to a corner, thence Easterly along a Southerly face of said building 23.0 feet to a corner, thence Southerly along a Westerly face of said building 51.0 feet to a corner, thence Easterly along a Southerly face of said building 27.0 feet to a corner, thence Southerly along a Westerly face of said building 25.9 feet to a corner, thence Easterly along a Southerly face of said building 8.0 feet to a corner, thence Southerly along a Westerly face of said building 11.0 feet to a corner, thence Easterly along a party wall 54.9 feet to a party wall, thence Southerly along said party wall 49.0 feet to a Southerly face of said building, thence Easterly along said Southerly face 77.8 feet to a party wall, thence Northerly along said party wall 38.3 feet, thence Easterly along a party wall 10.5 feet thence Northerly along a party wall 21.7 feet, thence Easterly along a party wall 13.1 feet, thence Southerly along a party wall 3.5 feet thence Easterly along a party wall and along a Southerly face of said building 6.8 feet to an Easterly face of said building, thence Northerly along said Easterly face 17.0 feet to a corner, thence Westerly along a Northerly face of said building 1.0 feet to a corner, thence Northerly along a Easterly face of said building 89.1 feet to a corner, thence Easterly along a Southerly face of said building 14.0 feet to a corner, thence Northerly along a Easterly face of said building 26.9 feet to a corner, thence Westerly along a Northerly face of said building 14.0 feet to a corner, thence Northerly along a Easterly face of said building 115.0 feet to the point of beginning, in the Town of Highland, Lake County, Indiana.

**STRACK AND VAN TIL SUPER MARKET, INC.
MERRILLVILLE, INDIANA, TOWN & COUNTRY STORE LOCATED AT
6140 BROADWAY, MERRILLVILLE, INDIANA**

The leasehold estate created by (1) that certain Lease dated May 12, 1972, between Lake County Trust Company as Trustee under Trust Agreement dated May 8, 1972, and known as Trust No. 1799, as Lessor, and Joe Tittle & Sons, Inc., as Lessee; (2) that certain First Amendment To Lease dated as of June 24, 1986, among Lake County Trust Company as Trustee under Trust Agreement dated May 8, 1972, and known as Trust No. 1799, as Lessor, Joe Tittle & Sons, Inc., as Lessee, and Northwest Indiana Markets, Inc.; and (3) that certain Second Amendment To Sublease among Lake County Trust Company as Trustee under Trust Agreement dated May 8, 1972, and known as Trust No. 1799, as Lessor, Northwest Indiana Markets, Inc., and Strack and Van Til Super Market, Inc., with respect to the premises legally described as follows:

Part of the Northeast Quarter of the Northeast Quarter of Section 9, Township 35 North, Range 18, West of the Second Principal Meridian, described as: Commencing at the Northeast corner of said Section; thence South 595.78 feet along the East line of said Section; thence West 717.37 feet and parallel to the North line of said Section to the point of beginning; thence West 215.0 feet along the same line; thence South 185 feet and parallel to the East line of said Section; thence East 215 feet and parallel to the North line of said Section; thence North 185 feet and parallel to the East line of said Section to the point of beginning (the "Original Parcel"), and an additional area approximately 60' x 152' contiguous to and west of the Original Parcel (less a triangle with a base of 24' and a height of 60' at the northwest corner) and an additional area approximately 84.333' x 11' contiguous to and north of the Original Parcel, which additional areas are as depicted on page one of the plans and specifications of Stephan Truchan, Jr., Indiana Professional Engineer, dated April 19, 1986.

