

THIS FORM HAS BEEN PREPARED FOR USE WITHIN THE STATE OF INDIANA. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS, AND INSERTION OF SPECIAL CLAUSES, MAY CONSTITUTE THE PRACTICE OF LAW AND SHOULD ONLY BE DONE BY A LAWYER.

Mail Tax Bills To: Rubloff-Hammond, L.L.C.
5817 East Riverside Blvd.
Rockford, IL 61114

Tax Key No. 37-24-8
37-19-12
36-518-4
33-240-2

CORPORATE DEED

THIS INDENTURE WITNESSETH, That Eagle Food Centers, Inc.

_____ ("Grantor"), a corporation organized and existing under the laws of the State of Delaware, CONVEYS AND WARRANTS

~~TO THE USE OF AND FOR THE BENEFIT OF~~ (strike one) to Rubloff-Hammond, L.L.C., an Illinois limited liability company of Winnebago County,

in the State of Illinois, in consideration of Fifteen and no/100 Dollars--- (\$15.00) the receipt of which is hereby acknowledged, the

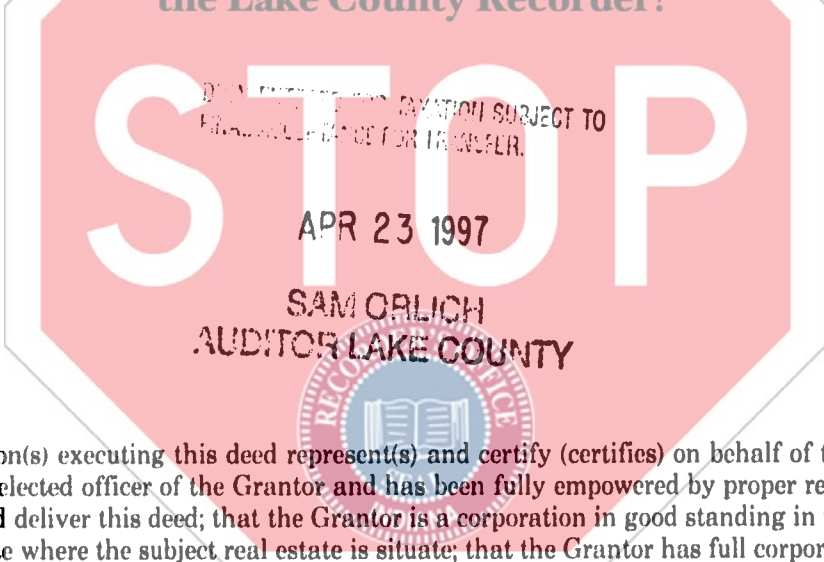
following described real estate in Lake County, in the State of Indiana, to-wit:

See legal description attached hereto as Exhibit "A."

Subject to:

- (1) General real estate taxes not yet due;
- (2) Restrictions, easements, and covenants of record; and
- (3) Without limiting the generality of the foregoing, those items set forth in Exhibit "B" hereto.

The undersigned officers of said corporation do hereby swear and affirm that there is no Indiana Gross Income Tax due or payable at this time as a result of this conveyance.



970255

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
97 APR 21 AM 10:14
MORRIS W. CARTER
RECORDER

The undersigned person(s) executing this deed represent(s) and certify (certifies) on behalf of the Grantor, that (each) the undersigned is a duly elected officer of the Grantor and has been fully empowered by proper resolution or the by-laws of the Grantor, to execute and deliver this deed; that the Grantor is a corporation in good standing in the State of its origin and, where required, in the State where the subject real estate is situate; that the Grantor has full corporate capacity to convey the real estate described; and that all necessary corporate action for the making of this conveyance has been duly taken.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 16th day of April, 19 97 Eagle Food Centers, Inc.
 ATTEST: By Gary H Long Asst Secretary By Herbert T. Dotterer
(PRINTED NAME AND OFFICE) (NAME OF CORPORATION)
GARY H LONG HERBERT T. DOTTERER SUP
(PRINTED NAME AND OFFICE) (PRINTED NAME AND OFFICE)

STATE OF ~~INDIANA~~ ILLINOIS
COUNTY OF ROCK ISLAND SS:

001105

Before me, a Notary Public in and for said County and State, personally appeared Herbert T. Dotterer and Gary H. Long the SVP and Assistant Secretary, respectively of Eagle Food Centers, Inc., who acknowledged execution of the foregoing Deed for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 16th day of April, 19 97
 My Commission Expires: _____ Signature Patricia A. Peplow
 Resident of Rock Island County Printed PATRICIA A. PELOW, Notary Public

This instrument prepared by Snyder & Schwarz, P.C., P.O. Box 3700, _____, Attorney at Law.
 Mail to: Rubloff-Hammond, L.L.C. Rock Island, IL 61204-3700
5817 East Riverside Blvd.
Rockford, IL 61114

1985573
Ji Ho Sun

LEGAL DESCRIPTION

OWNERS POLICY

PARCEL I: Lots 1, 2, 3, 4, 5, 6, 7, 8, Outlot "A" and Outlot "B" in Rubloff Subdivision, an addition to the City of Hammond, as per plat thereof, recorded in Plat Book 82 page 41, in the Office of the Recorder of Lake County, Indiana.

PARCEL II: That portion of the South 50 feet of the North 90 feet of the Northeast 1/4 of Section 7, Township 36 North, Range 9 West of the 2nd Principal Meridian, (except the West 765.94 feet thereof), Lake County, Indiana, and of the South 50 feet of the North 90 feet of the Northwest Quarter of Section 8, Township 36 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, (lying West of an extension of the West line of Lot 2 of Woodmar Commercial Industrial Centre, recorded as Plat Book 62 page 07, in the Recorder's Office of Lake County, Indiana), said portion being more particularly described as follows: Beginning at the Northwest corner of said Lot 2; thence South 89 degrees 57 minutes 34 seconds West, 682.77 feet along the South line of the South 50 feet of the North 90 feet of said Northwest Quarter of Section 8; thence South 88 degrees 59 minutes 19 seconds West, 1862.00 feet along the South line of the South 50 feet of the North 90 feet of the Northeast Quarter of Section 7; thence North 00 degrees 26 minutes 46 seconds West, 50.00 feet along the East line of the West 765.94 feet of said Northeast Quarter of Section 7; thence North 88 degrees 59 minutes 19 seconds East, 1861.63 feet along the North line of the South 50 feet of the North 90 feet of said Northeast Quarter of Section 7; thence North 89 degrees 57 minutes 34 seconds East, 683.39 feet along the North line of the South 50 feet of the North 90 feet of said Northwest Quarter of Section 8; thence South 00 degrees 04 minutes 07 seconds West, 50.00 feet along an extension of the West line of said Lot 2 to the point of beginning.

PARCEL III: That portion of the South 50 feet of the North 90 feet of the Northwest Quarter of Section 8, Township 36 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, lying West of the West right of way line of Indianapolis Boulevard and lying East of an extension of the East line of Lot 2 of Eagle's Commercial Industrial Centre, recorded in Plat Book 79 page 57, in the Recorder's Office of Lake County, Indiana, said portion being more particularly described as follows: Beginning at the Northeast corner of said Lot 2; thence North 89 degrees 57 minutes 34 seconds East, 563.17 feet along the South line of said South 50 feet to said West right of way line of Indianapolis Boulevard; thence North 00 degrees 20 minutes 56 seconds West, 23.84 feet along said West right of way line; thence, for the next three courses, along the South line of a parcel described in a Clerk's Deed, Document No. 685192, recorded October 25, 1982 in said Recorder's Office, (1), North 40 degrees 29 minutes 18 seconds West, (North 40 degrees 47 minutes 52 seconds West, per said Clerk's Deed), 15.25 feet; (2), South 89 degrees 52 minutes 19 seconds West (South 89 degrees 33 minutes 45 seconds West, per said Clerk's Deed), 335.00 feet; (3),

North 87 degrees 15 minutes 27 seconds West, (North 87 degrees 34 minutes 01 West, per said Clerk's Deed), 218.55 feet to said extension of the East line of Lot 2; thence South 00 degrees 13 minutes 06 seconds East, 45.54 feet along said extension of the East line of Lot 2 to the point of beginning.

1. Easement Agreement for Driveway executed by and between Lake County Trust Company, as Trustee, under a Trust Agreement dated September 22, 1967 and known as Trust No. 1350 and Eagle Food Centers, Inc., a Delaware Corporation, dated December 7, 1995 and recorded January 4, 1996 as Document No. 96000751.

2. Environmental Disclosure Document for transfer of real property, pursuant to pursuant to I.C. 13-7-22.5, recorded September 26, 1994 as Document No. 94066638. (Affects Lots 1, 3, 4, 5, 6, 7, 8 and Outlot "A" of Parcel I)

3. Possible easements for various outdoor signs as disclosed by a certain "ALTA/ACSM" Land Title Survey" dated March 19, 1996 and prepared by Anthony M. Gregory, an Indiana Registered Land Surveyor.
(Affects Lots 2, 3, 4, 5, 6, Outlot "A" of Parcel I and Parcels II and III)

4. Unrecorded Agreement for Private Crossing dated January 4, 1954 by and between the New York Central Railroad Company and the Northern Indiana Public Service Company, an Indiana corporation.
(Affects a 30 foot wide strip of land over and across Parcel II of captioned premises and denoted as R₁ and as disclosed by a certain "ALTA/ACSM Land Title Survey" dated March 19, 1996 and prepared by Anthony M. Gregory, an Indiana Registered Land Surveyor.)

NOTE: THE ABOVE REFERENCED AGREEMENT WAS COVERED TO AN EASEMENT BY A CERTAIN UNRECORDED "DEED OF EASEMENT" FROM CONSOLIDATED RAIL CORPORATION, A PENNSYLVANIA CORPORATION, TO NORTHERN INDIANA PUBLIC SERVICE COMPANY, DATED DECEMBER 27, 1983.

5. Unrecorded Agreement for a Private, Prefabricated Sectional Treated Timber Crossing Surface with Automatic Flashing Light Signals dated October 25, 1954, executed by and between the New York Central Railroad Company and May Bloomstein, Jr., as Trustee, under a Trust Agreement dated November 30, 1953 and known as Trust No. 129.
(Affects a 60 foot wide strip of land over and across Parcel III of captioned premises and denoted as R₂ and as disclosed by a certain "ALTA/ACSM Land Title Survey" dated March 19, 1996 and prepared by Anthony M. Gregory, an Indiana Registered Land Surveyor.)

6. Possible easement for R.R. Tracks in favor of the owner lying West and adjacent captioned premises, and/or any interested party, over and across a portion of Parcel II of captioned premises as disclosed by a certain "ALTA/ACSM Land Title Survey" dated March 19, 1996 and prepared by Anthony M. Gregory, an Indiana Registered Land Surveyor.

7. Possible easement for vents located upon captioned premises as disclosed by a certain "ALTA/ACSM Land Title Survey" dated March 19, 1996 and prepared by Anthony M. Gregory, an Indiana Registered Land Surveyor.
(Affects Parcel II)

8. Unrecorded Agreement for a 6" Cast Iron Water Pipeline Crossing dated July 1, 1954, executed by and between the New York Central Railroad Company and May Bloomstein, Jr., as Trustee, under a Trust Agreement dated November 30, 1953 and known as Trust No. 129. (Affects a strip of land over, across and under Parcel III of captioned premises and denoted as R₃ and as disclosed by a certain "ALTA/ACSM Land Title Survey" dated March 19, 1996 and prepared by Anthony M. Gregory, an Indiana Registered Land Surveyor.)

9. Unrecorded Agreement for an Aerial Power Line Crossing dated September 30, 1954, executed by and between the New York Central Railroad Company and Northern Indiana Public Service Company, an Indiana corporation.
(Affects a strip of land over and across Parcel III of captioned premises and denoted as R₄ and as disclosed by a certain "ALTA/ACSM Land Title Survey" dated March 19, 1996 and prepared by Anthony M. Gregory, an Indiana Registered Land Surveyor.)

NOTE: THE ABOVE REFERENCED AGREEMENT WAS COVERED TO AN EASEMENT BY A CERTAIN UNRECORDED "DEED OF EASEMENT" FROM CONSOLIDATED RAIL CORPORATION, A PENNSYLVANIA CORPORATION, TO NORTHERN INDIANA PUBLIC SERVICE COMPANY, DATED DECEMBER 27, 1983.

10. Unrecorded Agreement for a 2" Steel Gas Pipe Line Crossing dated October 27, 1954, executed by and between the New York Central Railroad Company and Northern Indiana Public Service Company, an Indiana corporation.
(Affects a strip of land over and across Parcel III of captioned premises and denoted as R₅ and as disclosed by a certain "ALTA/ACSM Land Title Survey" dated March 19, 1996 and prepared by Anthony M. Gregory, an Indiana Registered Land Surveyor.)

NOTE: THE ABOVE REFERENCED AGREEMENT WAS COVERED TO AN EASEMENT BY A CERTAIN UNRECORDED "DEED OF EASEMENT" FROM CONSOLIDATED RAIL CORPORATION, A PENNSYLVANIA CORPORATION, TO NORTHERN INDIANA PUBLIC SERVICE COMPANY, DATED DECEMBER 27, 1983.

EXHIBIT B

11.. Unrecorded License Agreement for Private Vehicular Grade Crossing dated March 7, 1977, executed by and between Consolidated Rail Corporation, a Pennsylvania corporation, and Northern Indiana Public Service Company, an Indiana corporation.

(Affects a strip of land 28 feet in width over and across Parcel II of captioned premises and denoted as R6 and as disclosed by a certain "ALTA/ACSM Land Title Survey" dated March 19, 1996 and prepared by Anthony M. Gregory, an Indiana Registered Land Surveyor.)

12. Unrecorded Agreement for Wire, Pipe and Cable Traverse Crossings and Longitudinal Occupations for a certain 2" Plastic Natural Gas Pipe, a 12" Cast Iron Sewer Pipe and a 4" Ductile Iron Water Pipe dated July 13, 1977, executed by Consolidated Rail Corporation, a Pennsylvania corporation, and Northern Indiana Public Service Company, an Indiana corporation. (Affects 3 strips of land over, across and under Parcel II of captioned premises and denoted as R7 (Item 1), R7 (Item 2) and R7 (Item 3) and as disclosed by a certain "ALTA/ACSM Land Title Survey" dated March 19, 1996 and prepared by Anthony M. Gregory, an Indiana Registered Land Surveyor.)

NOTE: THE ABOVE REFERENCED AGREEMENT WAS CONVERTED TO AN EASEMENT BY A CERTAIN UNRECORDED "DEED OF EASEMENT" FROM CONSOLIDATED RAIL CORPORATION, A PENNSYLVANIA CORPORATION, TO NORTHERN INDIANA PUBLIC SERVICE COMPANY, DATED DECEMBER 27, 1983.

13. Unrecorded License Agreement for Wire, Pipe and Cable Traverse Crossings and Longitudinal Occupations for a certain 8" Steel Natural Gas Pipe, a 6" Steel Natural Gas Pipe and a 4" Plastic Natural Gas Pipe dated February 21, 1979, executed by and between Consolidated Rail Corporation, a Pennsylvania corporation, and Northern Indiana Public Service Company, an Indiana corporation. (Affects 3 strips of land over, across and under Parcel II of captioned premises and denoted as R8 and as disclosed by a certain "ALTA/ACSM Land Title Survey" dated March 19, 1996 and prepared by Anthony M. Gregory, an Indiana Registered Land Surveyor.)

14. Possible easement for pipeline vent and/or pipeline as disclosed by a certain "ALTA/ACSM Land Title Survey" dated March 19, 1996 and prepared by Anthony M. Gregory, an Indiana Registered Land Surveyor. (Affects Lot 8 and Outlot "A" of Parcel I and Parcels II and III)

15. Possible easement for railroad switching gear as disclosed by a certain "ALTA/ACSM Land Title Survey" dated March 19, 1996 and prepared by Anthony M. Gregory, an Indiana Registered Land Surveyor. (Affects Lot 2 of Parcel I)

16. Possible easement for overhead utilities as disclosed by a certain "ALTA/ACSM Land Title Survey" dated March 19, 1996 and prepared by Anthony M. Gregory, an Indiana Registered Land Surveyor. (Affects Parcels II and III)

17. Possible easement for power poles as disclosed by a certain "ALTA/ACSM Land Title Survey" dated March 19, 1996 and prepared by Anthony M. Gregory, an Indiana Registered Land Surveyor. (Affects Outlot "B" of Parcel I)

18. Possible easement for a 10" water line over, across and under Parcel 2 of captioned premises as disclosed by a certain "ALTA/ACSM Land Title Survey" dated March 19, 1996 and prepared by Anthony M. Gregory, an Indiana Registered Land Surveyor. (Affects Parcel II)

19. Various building set back lines, access and utility easements, no access strips, etc., all as indicated on the recorded plat of Rubloff Subdivision, an addition to the City of Hammond, as shown in Plat Book 82 page 41. (See plat for exact locations) (Affects Parcel I of captioned premises)

20. Covenant, condition and restriction contained on the recorded plat of Rubloff Subdivision, an addition to the City of Hammond, as shown in Plat Book 82 page 41, which provides as follows: All access easements within the plat are dedicated to the public. Building setback lines will be in accordance to the City Zoning Ordinance. Strips of ground are reserved for the use of public utilities for the installation of electric lines, telephone poles, surface water drainage, and sewer mains and subject at all times to proper authorities and to the easements hereon reserved. No structures are to be maintained on said strips and owners of lots shall take title subject to the rights of the public utilities in said strips of land. Restriction does not provide for forfeiture or reversion for violation thereof. (Affects Parcel I of captioned premises)

21. Terms and provisions contained on the recorded plat of Rubloff subdivision, an addition to the City of Hammond, as shown in Plat Book 82 page 41, which provides as follows:

NOTE: Outlots "A" and "B" are storm water drainage and detention basin easements.

NOTE 1: No building shall extend North of the line commonly called the front setback line from 165th Street.

NOTE 2: Access easements shown crosshatched are perpetual access roads. (Affects Parcel I)

EXHIBIT B

22. Mortgage dated March 1, 1997, given by Eagle Food Centers, Inc. to Eagle Country Market, Inc., in the principal sum of \$1,200,000.00, covering Lot 8 and Outlot B of Parcel 1.

