

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

NOTICE:

99070130

THE MORTGAGE THAT THIS INSTRUMENT SUPPLEMENTS SECURES FUTURE ADVANCES UNDER A REVOLVING CREDIT FACILITY THE PRIORITY OF WHICH DATE TO THE RECORDING DATE OF SUCH MORTGAGE.

99 AUG 23 AM 8:40
NICHOLS W. CARTER
RECORDER

STRACK AND VAN TIL SUPER MARKET, INC.

**FIRST SUPPLEMENT TO LEASEHOLD
MORTGAGE AND SECURITY AGREEMENT
WITH ASSIGNMENT OF RENTS**

R68841

This First Supplement to Mortgage and Security Agreement with Assignment of Rents dated as of August 2, 1999 (the "Supplement") from STRACK AND VAN TIL SUPER MARKET, INC., an Indiana corporation whose post office address is 2244 45th Street, Highland, Indiana 46322 (the "Mortgagor"), and SVT, LLC, an Indiana limited liability company whose post office address is 2244 45th Street, Highland, Indiana 46322 ("SVT, LLC"), to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation whose post office address is 111 West Monroe Street, Chicago, Illinois 60690 ("Harris"), for itself and as collateral agent hereunder for the Lenders hereinafter defined (Harris acting in such capacity being hereinafter referred to as the "Mortgagee");

WITNESSETH THAT:

WHEREAS, the Mortgagor did heretofore execute and deliver to the Mortgagee that certain Leasehold Mortgage and Security Agreement with Assignment of Rents dated as of February 11, 1998 and recorded in the Recorder's Office of Lake County, Indiana on February 24, 1998 as Document No. 98012857 and rerecorded on April 14, 1998 as Document No. 98025863 (said Mortgage and Security Agreement with Assignment of Rents being hereinafter referred to as the "Mortgage") to mortgage, among other things, the real estate described in Schedule I attached hereto; and

WHEREAS, Mortgagor has entered into with Harris (individually and as agent for itself and the lenders who may from time to time be parties to the Secured Credit Agreement described below (individually a "Strack Lender" and collectively the "Strack Lenders")) that certain Secured Credit Agreement dated as of February 11, 1998, as the same may from time to time be amended (as so amended, the "Strack Credit Agreement") pursuant to which the Strack Lenders commit, subject to certain terms and conditions (i) to make a revolving credit facility (the "Revolving Credit") available to the Mortgagor with borrowings under the Revolving Credit to

Mail to:

This Instrument Prepared By:
Rafael Cook
Chapman and Cutler
111 West Monroe Street
Chicago, Illinois 60603

7201 Taft Street
Merrillville, Indiana

CTIC Has made an accomodation recording of the instrument. We Have made no examination of the instrument or the land affected.

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Chicago Title Insurance Company

be evidenced by Secured Revolving Credit Notes of the Mortgagor aggregating \$12,500,000, dated February 11, 1998, payable to the order of the respective Strack Lender named thereon and maturing in no event later than February 11, 2003 and bearing interest thereon at the rates and payable at the times provided in the Strack Credit Agreement (such promissory notes and any and all promissory notes issued in renewal thereof or in substitution or replacement therefor being hereinafter referred to collectively as the "Revolving Notes" and individually as a "Revolving Note") and (ii) to make a term credit facility (the "Term Credit") available to the Mortgagor, with borrowings under the Term Credit to be evidenced by Secured Term Credit Notes of the Mortgagor, aggregating \$20,000,000 dated February 11, 1998, payable to the order of the respective Strack Lender named thereon and maturing in no event later than January 31, 2003 and bearing interest thereon at the rates and payable at the times provided in the Strack Credit Agreement (such promissory notes and any and all promissory notes issued in renewal thereof or in substitution or replacement therefor being hereinafter referred to collectively as the "Term Notes" and individually as a "Term Note," and the Term Notes and Revolving Notes being hereinafter referred to collectively as the "Notes" and individually as a "Note");

WHEREAS, Harris may, pursuant to the Strack Credit Agreement and as part of the Revolving Credit referred to above, (a) make Swingline Loans to the Mortgagor in an aggregate outstanding principal amount not to exceed \$3,000,000 at any time and maturing in no event later than February 11, 2003, and (b) issue letters of credit (individually, an "L/C" and collectively the "L/Cs") for the account of the Mortgagor in an aggregate face amount not to exceed \$1,000,000 and with expiry dates of not more than one year from the date of issuance thereof, but in no event later than February 11, 2003 which L/Cs are to be issued upon and subject to the terms of separate applications and agreements for L/Cs to be executed by the Mortgagor (individually an "Application" and collectively the "Applications");

WHEREAS, Mortgagor has executed and delivered that certain Guaranty Agreement of even date herewith (the "Guaranty") pursuant to which Mortgagor guaranties the payment when due all indebtedness, obligations and liabilities, whether now existing or hereafter created or arising, of Central Grocers Cooperative, Inc., an Illinois corporation ("Central") under a Secured Credit Agreement of even date herewith (the "Central Credit Agreement") among Central, Harris Trust and Savings Bank, individually and as agent thereunder, and the from time to time lenders parties thereto (the "Central Grocers Lenders" and, together with the Strack Lenders, individually a "Lender" and collectively the "Lenders"), in an aggregate principal amount not to exceed \$47,500,000 and maturing in no event later than February 11, 2003 (the "Central Grocers Indebtedness"); and

WHEREAS, Mortgagor has transferred or will transfer to SVT, LLC (a) substantially all of its assets and properties, including without limitation the property subject to the Mortgage, subject to the liens and security interests thereon created and provided for by the Mortgage, (b) all of its rights and obligations under the Strack Credit Agreement, the Guaranty, the Notes, the Applications and the other Loan Documents (as defined in the Strack Credit Agreement) except the Strack Security Agreement, and (c) all of its indebtedness, obligations and liabilities, including without limitation all of its indebtedness, obligations and liabilities under the Strack Credit Agreement, the Guaranty and the other Loan Documents except the Strack Security Agreement (collectively the "Assumed Debt"); and

WHEREAS, SVT, LLC has assumed and accepted such assets, properties, rights, indebtedness, obligations and liabilities, including without limitation the Assumed Debt (such transfers, assignment and assumption being hereinafter referred to collectively as the "Transaction"); and

WHEREAS, SVT, LLC desires to incur from time to time hereafter indebtedness, obligations and liabilities to the Strack Lenders in addition to the Assumed Debt by means of future loans, advances and other financial accommodations from time to time to be made by the Strack Lenders to SVT, LLC under and pursuant to the Strack Credit Agreement and the other Loan Documents (such additional indebtedness, obligations and liabilities, both for principal and interest, being hereinafter referred to as the "New Debt") which shall continue to be secured pursuant to the Mortgage; and

WHEREAS, SVT, LLC has executed and delivered to each of the Strack Lenders new promissory notes (the "New Notes") in replacement and substitution of the Notes executed and delivered by Mortgagor, which New Notes evidence the Assumed Debt and will evidence the New Debt; and

WHEREAS, the Strack Credit Agreement prohibits the Mortgagor from completing the Transaction and accordingly the Mortgagor and SVT, LLC requested that the Mortgagee and the Lenders consent to the Transaction; and

WHEREAS, as a condition precedent to consenting to the Transaction and extending credit to SVT, LLC under the Strack Credit Agreement, the Lenders require the Mortgagor and SVT, LLC, and to accommodate that requirement the Mortgagor and SVT, LLC desire by this Supplement, to confirm and assure that all the real estate and other properties, rights, interests and privileges of the Mortgagor which are currently subject to the lien of the Mortgage be and constitute collateral security not only for the indebtedness currently secured thereby but also for the New Debt; and

WHEREAS, the Mortgage is to continue to secure all the Assumed Debt now secured thereby and the New Debt, and this Supplement is being executed and delivered to confirm and assure the foregoing;

NOW, THEREFORE, for and in consideration of the Lenders consenting to the Transaction and the Strack Lenders agreeing to extend credit to SVT, LLC under the Strack Credit Agreement and other good and valuable consideration, receipt whereof is hereby acknowledged, the Mortgage shall be and hereby is supplemented as follows, to wit:

To secure (i) the payment of the principal of and interest on the New Notes as and when the same become due and payable (whether by lapse of time, acceleration or otherwise) and all advances now or hereafter evidenced thereby, (ii) the payment of all sums owing in connection with the L/Cs (collectively, the "Reimbursement Obligations") as and when the same become due and payable, (iii) the payment and performance of all indebtedness, obligations and liabilities of Mortgagor under the Guaranty, (iv) the obligation of the Mortgagor to pay Mortgagee and the Lenders certain fees, costs, expenses, indemnities and other amounts pursuant

to the Strack Credit Agreement, the Applications and the Guaranty, (v) the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms and (vi) the observance and performance of all covenants and agreements contained herein or in the New Notes, the Strack Credit Agreement, the Applications, the Guaranty or in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto (all of such indebtedness, obligations and liabilities being hereinafter collectively referred to as the "*indebtedness hereby secured*"), SVT, LLC does hereby grant, bargain, sell, convey, mortgage, warrant, assign, and pledge unto Mortgagee, its successors and assigns, and grant to Mortgagee, its successors and assigns a security interest in all and singular, that certain real estate lying and being in Lake County in the State of Indiana described in Schedule I attached hereto and made a part hereof, together with all of the properties, rights, interests and privileges described or identified in Granting Clauses I through VII, both inclusive, of the Mortgage, each and all of such Granting Clauses being hereby incorporated by reference herein with the same force and effect as though set forth herein in their entirety. The foregoing grant of a lien is in addition to and supplemental of and not in substitution for the grant of the lien created and provided for by the Mortgage, and nothing herein contained shall affect or impair the lien or priority of the Mortgage as to the indebtedness which would be secured thereby prior to giving effect to this Supplement.

In order to induce the Lenders to consent to the Transaction, to induce the Strack Lenders to extend credit to SVT, LLC under the Strack Credit Agreement and to induce the Mortgagee to accept this Supplement, SVT, LLC hereby further covenants and agrees with, and represents and warrants to, the Lenders and the Mortgagee as follows:

1. SVT, LLC hereby represents and warrants to Mortgagee that as of the date hereof each of the representations and warranties set forth in the Mortgage as supplemented hereby are true and correct in all material respects and that no material event of default (as such term is defined in the Mortgage), or any other event which with the lapse of time, the giving of notice, or both, would constitute such a material event of default, has occurred and is continuing or shall result after giving effect to this Supplement. SVT, LLC hereby repeats and reaffirms all covenants and warranties contained in the Mortgage, each and all of which shall be applicable to all of the indebtedness secured by the Mortgage as supplemented hereby. SVT, LLC repeats and reaffirms its covenant that all the indebtedness secured by the Mortgage as supplemented hereby will be promptly paid as and when the same becomes due and payable.

2. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Strack Credit Agreement. The definitions provided herein of any capitalized terms shall apply to such capitalized terms as the same appear in the Mortgage as supplemented hereby, all to the end that any such capitalized terms defined herein and used in the Mortgage as supplemented hereby shall now have the meaning given to such capitalized terms herein. Without limiting the foregoing, all references in the Mortgage to the term "*indebtedness hereby secured*" shall be deemed references to all the indebtedness, obligations and liabilities secured by the Mortgage as supplemented hereby; all references in the Mortgage to the Mortgagor shall be deemed

references to SVT, LLC; and all references in the Mortgage to the Notes shall be deemed references to the New Notes.

3. All of the provisions, stipulations, powers and covenants contained in the Mortgage shall stand and remain unchanged and in full force and effect except to the extent specifically modified hereby and shall be applicable to all of the indebtedness secured by the Mortgage as supplemented hereby.

4. The Mortgage as supplemented hereby, is given to secure, among other things, a revolving credit loan and shall secure not only presently existing indebtedness under the Strack Credit Agreement, the Central Grocers Credit Agreement and the Guaranty but also future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Supplement, although there may be no advance made at the time of execution of this Supplement and although there may be no indebtedness hereby secured outstanding at the time any advance is made. The lien of this Mortgage as supplemented hereby shall be valid as to all indebtedness hereby secured, including future advances, from the time of filing of the Mortgage for record in the recorder's or registrar's office of the county in which the Mortgaged Premises are located. The total amount of indebtedness hereby secured may increase or decrease from time to time, but the total unpaid balance of indebtedness hereby secured (including disbursements which Mortgagee may make under the Mortgage as supplemented hereby, the Credit Agreement, the Applications or any other documents related thereto) at any one time outstanding shall not exceed a maximum principal amount of One Hundred Million Dollars (\$100,000,000) plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the Mortgaged Premises and interest on such disbursements, together with any fees, costs or expenses which may be payable hereunder (all such indebtedness being hereinafter referred to as the "*maximum amount secured hereby*"). The Mortgage as supplemented hereby shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, exception solely taxes and assessments levied on the Mortgaged Premises, to the extent of the maximum amount secured hereby.

5. This Supplement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed shall be an original but all of which to constitute one and the same instrument.

6. No reference to this Supplement need be made in any note, instrument or other document making reference to the Mortgage, any reference to the Mortgage in any of such to be deemed to be a reference to the Mortgage as supplemented hereby.

7. Wherever herein any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements by or on behalf of the Mortgagor, or by or on behalf of the Mortgagee, or by or on behalf of the holder or holders of the indebtedness hereby

secured contained in the Mortgage as supplemented hereby shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

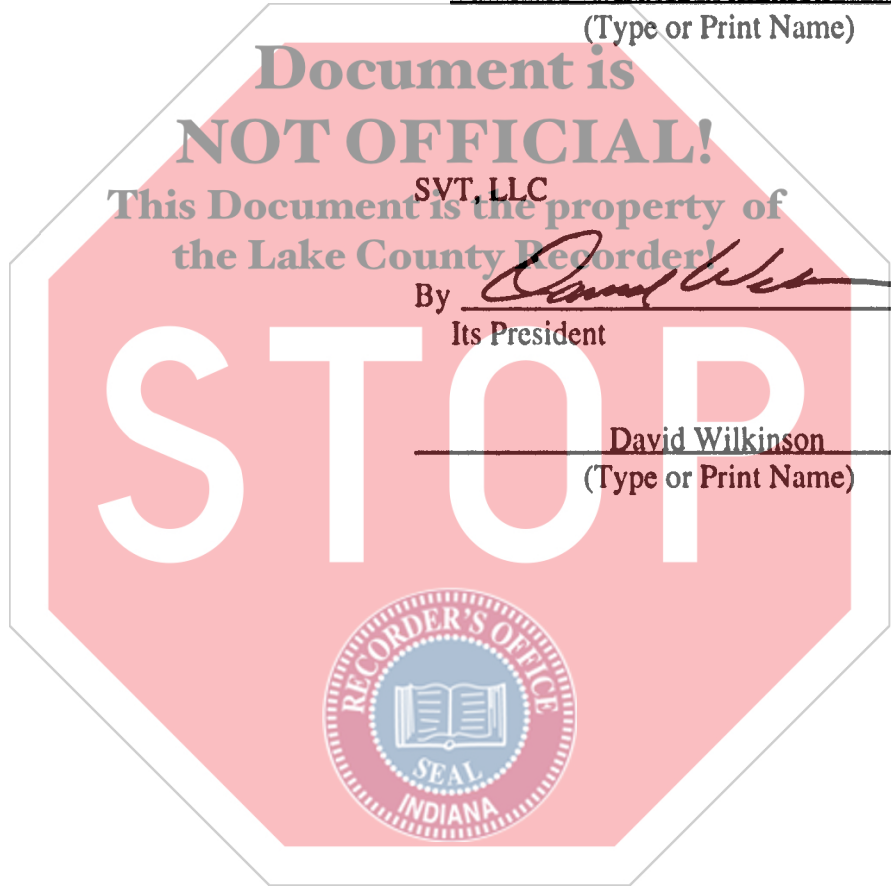


IN WITNESS WHEREOF, the Mortgagor has caused these presents to be duly executed the day and year first above written.

STRACK AND VAN TIL SUPER MARKET, INC.

By David Wilkinson
Its President

David Wilkinson
(Type or Print Name)



By David Wilkinson
Its President

David Wilkinson
(Type or Print Name)

Accepted and agreed to in Chicago, Illinois as of the day and date first above written.

HARRIS TRUST AND SAVINGS BANK, as agent
as aforesaid

By Karen L. Knudsen
Its VICE PRESIDENT

KAREN L. KNUDSEN

(Type or Print Name)

**Document is
NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder!**

STOP



STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

I, Glenn R. Patterson, Notary Public in and for said County, in the State aforesaid, do hereby certify that David Wilkinson, President of Strack and Van Til Super Market, Inc., an Indiana corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, as of this 2nd day of August, 1999.

Glenn R. Patterson

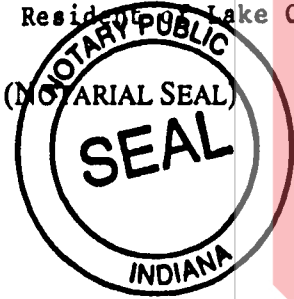
Notary Public

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the Lake County Recorder!

My Commission Expires: November 25, 2000
Residence: Lake County, IN

Glenn R. Patterson

Type or Print Name



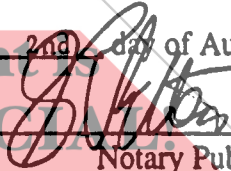
STOP



STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

I, Glenn R. Patterson, Notary Public in and for said County, in the State aforesaid, do hereby certify that David Wilkinson, President of SVT, LLC, an Indiana limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal, as of this 2nd day of August, 1999.



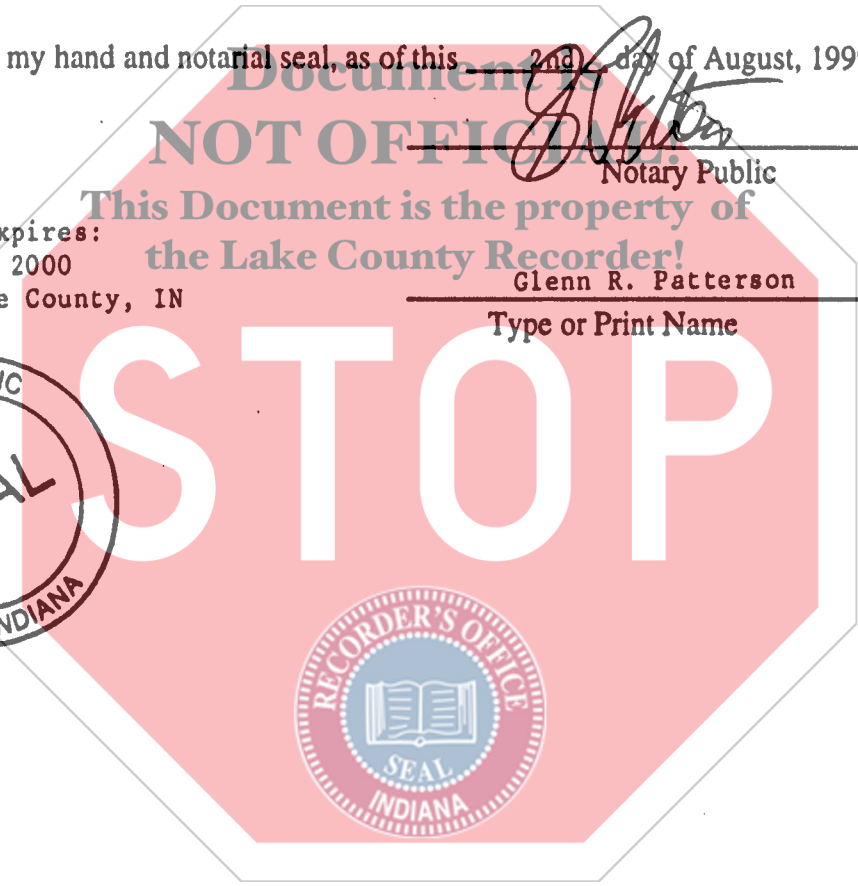
Notary Public

My Commission Expires:
November 25, 2000
Resident of Lake County, IN

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Glenn R. Patterson

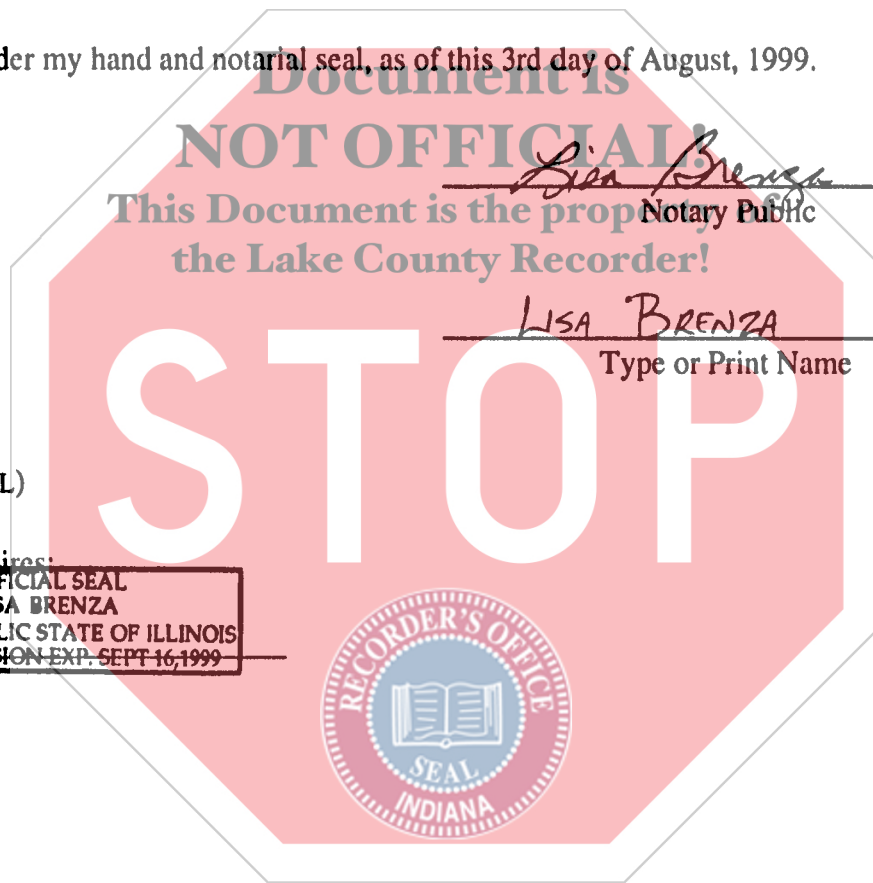
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Lisa Brenza, Notary Public in and for said County, in the State aforesaid, do hereby certify that Karen L. Knudsen, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, as of this 3rd day of August, 1999.



(NOTARIAL SEAL)

Commission Expires:

OFFICIAL SEAL
LISA BRENZ
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. SEPT 16, 1999

SCHEDULE I

LEGAL DESCRIPTION

**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)

