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NOTICE: THIS INSTRUMENT SECURES FUTURE ADVANCES UNDER A REVOLVING CREDIT FACILITY THE PRIORITY OF WHICH DATE TO THE RECORDING DATE HEREOF.

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Chicago Title Insurance Company

**LEASEHOLD MORTGAGE AND SECURITY AGREEMENT WITH
ASSIGNMENT OF RENTS
(10839 RANDOLPH, CROWN POINT, INDIANA)**

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After recording return to:

Glenn R. Patterson, Esq.
Anderson & Tauber, P.C.
9211 Broadway
Merrillville, Indiana 46410
(219) 769-1892

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**LEASEHOLD MORTGAGE AND SECURITY AGREEMENT
WITH ASSIGNMENT OF RENTS
(10839 RANDOLPH, CROWN POINT, INDIANA)**

This Leasehold Mortgage and Security Agreement with Assignment of Rents (the "*Mortgage*") dated as of May 1, 2000, from **GINTERT-ARMSTRONG FOODS GROUP, INC. an Indiana corporation, formerly known as WILCO FOODS OF CEDAR LAKE, INC.**, with its principal place of business and mailing address at 2080 East Commercial Avenue, Lowell, Indiana 46356 (hereinafter referred to as "*Mortgagor*") to **NATIONAL CONSUMER COOPERATIVE BANK**, with its principal place of business at Suite 700, 1401 Eye Street, N.W., Washington, D.C. 20005 (hereinafter referred to as "*Mortgagee*").

This Mortgage is also a Security Agreement and Financing Statement under the Uniform Commercial Code of Indiana and in compliance therewith the following information is set forth:

1. The names and addresses of the Debtor and Mortgagee are:

Debtor: Gintert-Armstrong Foods Group, Inc.
2080 East Commercial Avenue
Lowell, Indiana 46356

Mortgagee: National Consumer Cooperative Bank
Suite 700
1401 Eye Street, N.W.
Washington, D.C. 20005

2. The property covered by this Security Agreement and Financing Statement is described in the Granting Clauses hereof.
3. Some or all of the furniture, fixtures, equipment and other property described herein is or may become fixtures.
4. DBL Tree Lake Estates, L.P., an Indiana limited partnership, is the record owner of the real estate described in Schedule 1 attached hereto and made a part hereof.

WITNESSETH THAT:

WHEREAS, pursuant to a Lease and Option To Purchase dated September 5, 1996, as amended by that certain First Amendment to Lease and Option to Purchase, dated as of _____, 1997, regarding the premises commonly known as 10839 Randolph, Crown Point, Indiana (the "*Lease*"), with DBL Tree Lake Estates, L.P., an Indiana limited partnership, as lessor (the "*Lessor*"), Lessor leased to the Mortgagor, as lessee, the real property described in Schedule I attached hereto together with any and all easements and other rights appurtenant thereto.

WHEREAS, Mortgagor has entered into with Mortgagee that certain Secured Credit Agreement dated as of May 1, 2000, as the same may from time to time be amended (as so amended, the "*Credit Agreement*") pursuant to which the Mortgagee commits, 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 be evidenced by a Secured Revolving Credit Note of the Mortgagor in the principal amount of \$500,000.00, dated May 1, 2000, payable to the order of Mortgagee and maturing in no event later than April 30, 2002, and bearing interest thereon at the rates and payable at the times provided in the Credit Agreement (such promissory note 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

Dated: 6/1/99

FIRST CHICAGO NBD MORTGAGE COMPANY F/K/A NBD MORTGAGE COMPANY, A DELAWARE CORPORATION

900 TOWER DRIVE, STE 8325, TROY, MICHIGAN 48098



By [Signature]
B. LADZINSKI
VICE PRESIDENT

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

STATE OF CALIFORNIA)

COUNTY OF ORANGE)

On 4/12/00 before me, **ELIZABETH GARCIA** personally appeared
B. LADZINSKI, VICE PRESIDENT,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/ her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

NOTARY PUBLIC

My commission expires 8/30/02

Prepared By: Production Group, BayView PS
3631 S. Harbor Blvd., Suite 200, Santa Ana, CA 92704

[Signature]
ELIZABETH GARCIA
ELIZABETH GARCIA
COMM. #1194924
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Comm Expires Aug. 30, 2002

522 MIN# 100010980001769362
MERS VRU Phone #: 1-888-679-6377

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