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Doc#: 1525255018 Fee: \$56.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/09/2015 08:45 AM Pg: 1 of 5

*This Instrument prepared by
and after recording should be
returned to:*

*Inland Bank and Trust
2805 Butterfield Road Suite 200
Oak Brook, IL 60523*

Property Address:
7617 McIntosh Dr.
Orland Park, IL 60462-1817

PIN Number(s)
23-36-301-028-000

AMENDMENT TO LOAN DOCUMENTS

This Amendment to Loan Documents (this "Amendment") by and among First Midwest Bank as success trustee under Trust Agreement dated July 23, 1992, and known as Trust Number 1-3328 ("Grantor"), Registry Steaks & Seafood LTD an Illinois corporation, (the "Borrower"), and Inland Bank and Trust (the "Lender") is dated as of August 5, 2015 and amends the following documents:

Revolving Loan Documents:

Promissory Note in the principal amount of \$1,250,000.00 dated August 5, 2015; Asset Based Business Loan Agreement dated August 5, 2015; Commercial Security Agreement dated August 5, 2015; between Lender and Borrower (as the same may be amended, restated, modified, renewed, extended, substituted and/or replaced from time to time, together with any documents executed pursuant hereto, collectively, the "Revolving Loan Documents").

Non-Revolving Loan Documents:

Promissory Note in the original principal amount of \$200,000.00 dated August 5, 2015; Business Loan Agreement dated August 5, 2015; Commercial Security Agreement dated August 5, 2015; between Lender and Borrower (as the same may be amended, restated, modified, renewed, extended, substituted and/or replaced from time to time, together with any documents executed pursuant or incidental thereto, collectively, the "Non-Revolving Loan Documents").

Term Loan Documents:

Promissory Note in the principal amount of \$150,000.00 dated August 5, 2015; Business Loan Agreement dated August 5, 2015 and Mortgage granted by First Midwest Bank as successor trustee under Trust Agreement dated July 23, 1992, and known as Trust Number 1-3328 ("Grantor") dated August 5, 2015 (as more specifically described in Exhibit A); Commercial Security Agreement dated August 5, 2015; between Lender and Borrower (as the same may be amended, restated, modified, renewed, extended, substituted and/or replaced from time to time, together with any documents executed pursuant or incidental thereto, collectively, the "Term Loan Documents").

Non-Revolving Loan Documents:

Promissory Note in the original principal amount of \$300,000.00 dated May 5, 2014; Business Loan Agreement dated May 5, 2014; Commercial Security Agreement dated May 5, 2014; between Lender and Borrower (as the same may be amended, restated, modified, renewed, extended, substituted and/or replaced from time to time, together with any documents executed pursuant or incidental thereto, collectively, the "Non-Revolving Loan Documents").

The Revolving Loan Documents, the Non-Revolving Loan Documents, Term Loan Documents and the Non-Revolving Loan Documents are referred to herein as the "Loan Documents". The indebtedness represented by the Loan Documents is referred to herein as the "Indebtedness". The collateral pledged pursuant to the Loan Documents is referred to herein as the "Collateral". Capitalized terms used herein but not otherwise defined herein shall have the same meaning as in the referenced Loan Documents.

The parties hereto agree as follows:

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AMENDMENT TO LOAN DOCUMENTS

1.1 Cross Collateralization / Cross Default.

(i) Borrower acknowledges and agrees that (A) any and all collateral pledged as security in favor of Lender pursuant to the Revolving Loan Documents secures the Indebtedness; (B) any and all collateral pledged as security in favor of Lender pursuant to the Term Loan Documents secures the Indebtedness; (C) Lender shall not release any lien on any Collateral unless and until all the Indebtedness is paid in full; (D) any "Default" or "Event of Default" under the Revolving Loan Documents shall be a default under the Term Loan Documents; and (E) any "Default" or "Event of Default" under the Term Loan Documents shall be a default under the Revolving Loan Documents.

1.2 Omnibus Amendment.

Each of the Loan Documents shall be deemed amended to give effect to the provisions of this Amendment without need for referencing each of the Loan Documents by name. Without limiting the generality of the foregoing, Borrower and Lender acknowledge that the term "Agreements", "Documents", "Related Documents" and/or "Other Agreements" shall mean all of the Loan Documents as modified by this Amendment (and any notes, amendments and agreements delivered in connection herewith) and shall now be deemed to include this Amendment and any other documents, instruments or agreements executed in connection herewith. To the extent the terms of this Amendment are inconsistent with the terms of the Loan Documents, the provisions of this Amendment shall govern. The terms and provisions of the Loan Documents shall remain in full force and effect as modified by this Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed as of the day and year first above written.

LENDER:

**INLAND BANK AND TRUST,
An Illinois State Chartered Banking Institution**

By: [Signature]
Name: John Bramlette
Title: AVP

This instrument is executed by FIRST MIDWEST BANK, not personally but solely as Trustee under trust No. 1-3328, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by FIRST MIDWEST BANK, are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against FIRST MIDWEST BANK, by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

BORROWER

Registry Steaks & Seafood LTD
an Illinois corporation

By: [Signature]
Name: Anthony S. Migacz
Title: President

By: [Signature]
Name: Anthony J Migacz
Title: Secretary

GRANTOR

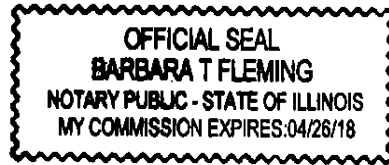
First Midwest Bank, as successor trustee to Palos Bank and Trust Company, as Trustee under Trust Agreement dated July 23, 1992 and known as trust Number 1-3328 and not personally

BY: [Signature]
Authorized Signer

The foregoing Amendment dated August 5, 2015 between Lender and Borrower is hereby consented and agreed to by the following guarantor(s) of the obligations of Borrower:

[Signature]
Anthony S. Migacz, an individual

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Borrower

STATE OF ILLINOIS)
) ss.
COUNTY OF IL)

On this 18 day of AUGUST, 2015, before me, a Notary Public in and for said State, personally appeared Anthony S. Migacz, an individual, to me personally known, who, being by me duly sworn did say that he is the President of Registry Steaks & Seafood, LTD, an Illinois corporation, and that said instrument was signed on behalf of said company and said individual acknowledged the execution of said instrument to be the free act and deed of said company, and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Barbara J. Fleming
Notary Public

My Commission Expires: 4-26-2018

STATE OF ILLINOIS)
) ss.
COUNTY OF IL)

On this 18 day of AUGUST, 2015, before me, a Notary Public in and for said State, personally appeared Anthony J. Migacz, an individual, to me personally known, who, being by me duly sworn did say that he is the Secretary of Registry Steaks & Seafood, LTD, an Illinois corporation, and that said instrument was signed on behalf of said company and said individual acknowledged the execution of said instrument to be the free act and deed of said company, and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Barbara J. Fleming
Notary Public

My Commission Expires: 4-26-2018

Lender

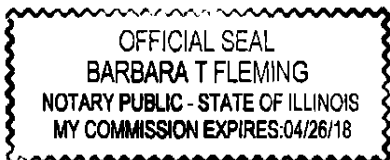
STATE OF ILLINOIS)
) ss.
COUNTY OF IL)

On this 18 day of AUGUST, 2015, before me, a Notary Public in and for said State, personally appeared JOHN BRAULETTE, an individual, to me personally known, who, being by me duly sworn did say that s/he is the AVP of Inland Bank and Trust, an Illinois state chartered banking institution, and that said instrument was signed on behalf of said company and said individual acknowledged the execution of said instrument to be the free act and deed of said company, and acknowledged to me that s/he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Barbara J. Fleming
Notary Public

My Commission Expires: 4-26-2018



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Guarantor Individual

STATE OF ILLINOIS)
COUNTY OF COOK) ss

On this 18 day of AUGUST, 2015, before me, a Notary Public in and for said State, personally appeared Anthony S. Migacz, an individual, to me personally known, and said individual acknowledged the execution of said instrument to be the free act and deed of said individual, and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Barbara S. Fleming
Notary Public

My Commission Expires: 4-26-2018



Grantor

STATE OF ILLINOIS)
COUNTY OF COOK) ss

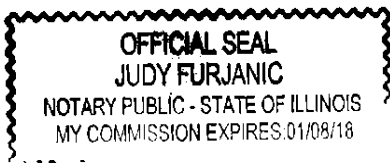
On this 26 day of August, 2015, before me, a Notary Public in and for said State, personally appeared * First Midwest Bank, as successor trustee to Palos Bank and Trust Company, as trustee under Trust Agreement dated July 23, 1992 and known as Trust Number 1-3328, and known to me to be an authorized trustee or agent of the trust the execution of said instrument to be the free act and deed of said company, and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

*Robin Labaj, Authorized Signer of

Judy Furjanic
Notary Public

My Commission Expires: 1/8/2018



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EXHIBIT A

Legal Description

THE WEST 150.17 FEET (EXCEPT THE SOUTH 27 FEET OF THE NORTH 55 FEET OF THE EAST 10 FEET THEREOF) OF THE EAST 460.17 FEET OF THE NORTH 225.66 FEET OF THE SOUTH 510.73 FEET OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address:
7617 McIntosh Dr.
Orland Park, IL 60462-1817

PIN Number
23-36-301-028-0000

Property of Cook County Clerk's Office