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Doc# 1627204011 Fee \$50.00  
RHSP Fee:\$9.00RPRF Fee \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/28/2016 10:28 AM Pg: 1 of 7

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 McClintosh Drive  
Orland Park, IL 60462-1817

PIN Number(s)  
23-36-301-028-0000

16017736NC DG 2 of 2

## AMENDMENT TO LOAN DOCUMENTS

This Amendment to Loan Documents (this "Amendment") by and between First Midwest Bank, as 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 September 7, 2016 and amends the following documents:

### Revolving Loan Documents:

Promissory Note in the principal amount of \$1,250,000.00; Business Loan Agreement (Asset Based) and Commercial Security Agreement each dated as of May 5, 2016 between the Lender and the 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 thereto, collectively, the "Revolving Loan Documents").

### Term Loan Documents:

Promissory Note in the principal amount of \$369,545.51; Business Loan Agreement; Commercial Security Agreement each dated as of September 7, 2016 and Mortgage granted by First Midwest Bank, as Trustee under Trust Agreement dated July 23, 1992 and known as Trust number 1-3328 ("Grantor") dated September 7, 2016 (as more specifically described in Exhibit A), between the 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").

The parties hereto agree as follows:

## **AMENDMENT TO LOAN DOCUMENTS**

1.1 Cross Collateralization / Cross Default. 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;

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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]

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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: *James Cox*  
Name: James S Cox  
Title: VICE PRESIDENT

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: *Anthony S. Migacz*  
Name: Anthony S. Migacz  
Title: President

By: *Anthony J. Migacz*  
Name: Anthony J. Migacz  
Title: Secretary

**GRANTOR**

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

BY: *Robin Sabaj*  
Authorized Signer

The foregoing Amendment dated September 7, 2016 between Lender and Borrower is hereby consented and agreed to by the following guarantor(s) of the obligations of Borrower:

x *Anthony S. Migacz*  
Anthony S. Migacz, an individual

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Borrower

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) ss.

On this 7 day of SEPT, 2016, 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 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: 4-26-18

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) ss.

On this 7 day of SEPT, 2016, 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 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: 4-26-18

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Lender

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

On this 7 day of SEPT, 2016, before me, a Notary Public in and for said State, personally appeared JAMES COX, an individual, to me personally known, who, being by me duly sworn did say that he is the VICE-PRESIDENT 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 S. Fleming  
Notary Public

My Commission Expires: 4-26-18

Guarantor Individual

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

On this 7 day of SEPT, 2016, 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 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 S. Fleming  
Notary Public

My Commission Expires: 4-26-18

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Grantor

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF COOK         )

On this 14 day of September, 2016, before me, a Notary Public in and for said State, personally appeared Robin Tabay, Authorized Signer of First Midwest Bank, 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 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.



Judy Furjanic  
Notary Public

My Commission Expires: 11/8/2018

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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