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#### FIRST AMENDMENT TO DEED OF TRUST

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Amendment Deed of Trust ("First First to This Amendment") made as of this 9th day of October, 1987, by and between VIENNA BEEF LTD., an Illinois corporation and Illinois corpora-SAUSAGE MANUFACTURING CO., an VIENNA. tion, each with its principal place of business at 2501 North Damen Avenue, Chicago, Illinois 60647 (collectively the "Borrowers") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association ("Trustee").

Borrowers made a Decd of Trust ("Deed of Trust") dated December 26, 1985 in favor of Trustee on the Mortgaged Property to secure the indebtedness of Borrowers to American National Bank and Trust Company of Chicago, a national banking association, with its principal place of business in Chicago, Illinois ("Lender") in the principal sum of \$10,000,000, which was recorded with the Recorder of Deeds of Cook County, Illinois on December 27, 1985 as Document No. 85-340211 and rerecorded with the Recorder of Deeds of Cook County, Illinois on February 10, 1986 as Document

DOCUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Kathleen A. Finefrock Schwartz & Freeman 401 N. Michigan Ave. Chicago, Illinois 60611

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TO CORRECT LEGAL DESCRIPTION

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#### Tax Numbers:

14-30-401-019	17-21-100-012
14-30-401-017	17-21-100-028
14-30-401-016	17-21-100-014
17-21-100-016	17-21-100-015
17-21-100-019	17-21-100-013
17-21-100-021	
17-21-100-022	

Street Address:

2501 N. Damen Avenue, Chicago, Illinois

No. 86-058527 and filed with the Registrar of Titles of Cook County on December 30, 1985 as Document No. LR 3486638.

This First Amendment, and the Deed of Trust it amends, are a lien on the Land which is located in Chicago, Cook County, Illinois more fully described in Exhibit A.

Borrowers and Lender have entered into a Modification Agreement of even date ("Borrowers' Modification Agreement") which, among other provisions, amends the Secured Revolving Promissory Note dated December 26, 1985 made by Borrowers in favor of Lender in the principal amount of \$5,000,000 to increase the principal amount of such Note to \$12,000,000 (the Secured Revolving Promissory Note, as amended, is referred to as the "Revolving Note") and to acknowledge that the Secured Term Promissory Note dated December 26, 1985 made by Borrowers in the principal amount of \$5,000,000 has been paid in full and discharged.

The Borrowers and Lender wish to amend the Deed of Trust to reflect the terms and conditions of the Modification Agreement.

NOW, THEREFORE, Borrowers and Lender agree as follows:

- 1. Whenever the Deed of Trust shall refer to the Notes, such reference shall be deemed to be, and hereby is, a reference to the "Revolving Note".
- 2. The second and third unnumbered paragraphs of the Deed of Trust are deleted in their entirety and the following paragraphs are substituted therefor:

Property of Cook County Clerk's Office

"Borrowers are indebted to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, with its principal office in Chicago, Illinois ('Lender') in the principal TWELVE MILLION AND NO/100 υf (\$12,000,000.00), or so much thereof as may be disbursed to or for one or both of the Borrowers from time to time, which indebtedness is evidenced by the Secured Revolving Promissory Note dated December 26, 1985, as amended by the Modification Agreement dated October 9, 1987, made by Borrowers in favor of Lender to increase the \$12,000,000 (the Secured principal amount to Revolving Promissory Note, as amended, is referred to as the 'Revolving Note') which matures on August 31, 1989 and which bears interest at varying rates and which also contains provisions for acceleration in event of default and the terms of which are hereby incorporated by reference and made a part hereof;

The Lien of this Deed of Trust secures, as of the date pereof, without further act, any and all future advances of Lender to Borrowers. The Borrowers and Trustee contemplate that the outstanding principal balance of the Revolving Note may be reduced and increased from time to time by repayments of principal and future advances. Principal amounts repaid by Borrowers shall be available to Borrowers to borrow again. This Deed of Trust shall secure the payment of all advances under the Revolving Note at the time of such advance. The amount secured by this Deed of Trust shall not exceed Fourteen Million Dollars (\$14,000,000.00)."

3. Except as specifically amended by this Amendment, all terms and conditions contained in the Deed of Trust shall remain in full force and effect. Any terms used in this First Amendment and not otherwise defined herein shall have the same definition as in the Deed of Trust. In the event any provision of this First Amendment shall conflict with the Deed of Trust, this First Amendment shall

govern. In all other respects, this First Amendment confirms, ratifies and restates the Deed of Trust.

IN WITNESS WHEREOF, the Borrowers have executed this First Amendment to Deed of Trust as of the date first above written.

ATTEST

By: Learnan L. Layman

VIENNA SAUSAGE MANUFACTURING

Bulans

VIDNNA BEEF LTD.

ATTEST:

TES: Tent Secretary

l's:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By:

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President

AMERATTEST:

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OFFICER

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STATE OF ILLINOIS ) SS COUNTY OF C O O K

to be Memoria, a Notary Public in and for said county, in the State aforesaid, do hereby certify that James Bodman, personally known to me to be the President of VIENNA BEEF LTD., James Eisenberg, personally known to me to be the Chairman of the Board of VIENNA BEEF LTD. and Sound Million, personally known to me to be Secretary of said corporation whose names are subscribed to the within instrument, appeared before me this day in person and severally acknowledged that, as such President, Chairman of Board and (1994 the Secretary, they signed and delivered the said instrument of writing and executed the same as their free and voluntary act and deed and at the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notorial seal this 11th of (October , 1987. -04nz

Notary Public

My Comrossion Expires:

"OUPICIAL SEAL" - Su. - Shimizu

Notary Public, State of Illinois My Commission Expires my 22, 1991

STATE OF ILLINOIS )

COUNTY OF C O O K )

1, Merification, a Notary Public in and for said county, in the state aforesaid, do hereby certify that James Bodman, personally known to me to be the President of VIENNA SAUSAGE MANUFACTURING CO., James Eisenberg, personally known to me to be the Chairman of the Board of VIENNA SAUSAGE MANUFACTURING CO. and Secretary of said corporation whose names are subscribed to the within instrument, appeared before me this day in person and severally acknowledged that as such President, Chairman of the Board and (1)) Secretary, they signed and delivered the said instrument of writing and executed the same as their free and voluntary act and deed and as the free and voluntary act and deed 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 notorial seal this  $\frac{\sqrt{2}}{\sqrt{2}}$  day of  $\frac{\sqrt{2}}{\sqrt{2}}$ , 1987.

Notary Public )

My Commission Expires:

OPPICIAL SEAL"
Sumi Shimizu

Notary Public, Stain of Illinois My Commission & over At 12, 20, 1991

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#### EXHIBIT A

### LEGAL DESCRIPTION

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#### PARCEL 1:

That part of the South West 1/4 of the South Fast 1/4 of Section 30, Township 40 North, Range 14 test of the Third Principal Meridian, lying West and South of the North Branch of the Chicago River, North of Fullerton Avenue, North East of Flston Avenue and East of the Fast line of Robey Street, now known as Damen Avenue, as now located, except the following:

Lots 15 to 32 both inclusive, in Block 8 of Fullerton's Addition to Chicago in said South West 1/4 of the South Fas' 1/4 and also excepting the street and alley adjoining said Lots on the Fast and North; also excepting that part thereof lying East of the following described line:

Commencing at the North Fast corner of Fullerton and Wolcott Avenues, being also the South West corner of vacated Block 10, in said Fullerton's Addition; thence North 0 Degrees 24 Minutes West in the Fast line of said Wolcott Avenue, a distance of 141 feet to a point in the North line of the East end West 16 feet alley in said Block 8 extended to the East line of said Wolcott Avenue; thence West, in the North line of said alley extended East, a distance of 37.80 feet; thence North 17 Degrees 30 Minutes East, a distance of 277.17 feet; thence North 5 Degrees 07 Minutes East, a distance of 117.64 feet to the South East corner of a trick building; thence North 4 Degrees 51 minutes West along the Easterly face of said block building and the same extended Northerly, a distance of 47.83 feet; thence North 5 Degrees 03 Minutes 36 Seconds West, to the Thread of the North Branch of the Chicago River, in Cook County, Illinois.

**ALSO** 

PARCEL 2:

Lot 15, in Block B in Fullerton's Addition to Chicago, said Fullerton Addition being a Subdivision of part of the South East 1/4 of Section 30, Township 40 North, Range 14 Fast of the Third Principal Meridian, lying West of the North Branch of Chicago River and that part of the North 1/2 of the North East 1/4 of Section 31, Township 40 North, Range 14 Fast of the Third Principal Meridian, lying West of Chicago River and West of Chicago and Northwestern Railroad, in Cook County, Illinois.

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W. A.

ALSO

PARCEL 3:

Lot 16 in Block 8 in Fullerton's Addition to Chicago, being a Subdivision of the South East 1/4 of Section 30, and of the North East 1/4 of Section 31, Township 40 North, Range 24 East of the Third Principal Meridian, in Cook County, Illinois,

ALSO

PARCEL 4:

Lots 9, 12, 14 and 15 in Bancroft and Walkers Subdivision of Lots 1 and 2 in Block 68 in Canal Trustees' New Subdivision of Blocks in the North West 1/4 of Section 21, Township 39 North, Range 14 Sect of the Third Principal Meridian, in Cook County, Illinois.

ALSO

PARCEL 5:

The East 40 feet of Lot 6, all of Lot 7 and 8 in Clark's Subdivision of Lot 4 in Block 68 in Canal Trustees' New Subdivision of 5) ocks in the North West 1/4 of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

PARCEL 6:

Lots 5, 6, 7, 8 and 9 in Assessor's Division of Lot 3 of Block 63 of Canal Trustees' New Subdivision of Blocks in North West 1/4 of Section 21, Township 30 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois.

A Portion of Parcel 6 being also described as: West Twenty (20) feet of the South Seventy-Three (73) feet of Lot Three (3) in Block Sixty-Eight (68) in The Canal Trustees' New Subdivision of Blocks in the North West Quarter (1/4) of Section 21, Town 39 North, Range 14, East of the Third Principal Meridian.

The title to the subject property has been registered under "An Act Concerning Land Titles", commonly known as the Torrens Act.

Affects: Part of Parcel 6

STATE OF ILLINOIS ) SS COUNTY OF C O O K )

said county, in the state aforesaid that books of county of the state aforesaid be the books of AMERICAN NAT COMPANY OF CHICAGO and character of known to me to be the county beautiful names are subscribed to the within before me this day in person and stat as such the said instrument of the same as their free and voluntary the free and voluntary act and deed uses and purposes therein set forth.

GIVEN under my hand and notorial of October , 1987.

POPI CIAL SEALS
Lori A. Swalla
Notary Public, State of Discois
My Commission Report Section for

My Com

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