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SECOND LOAN MODIFICATION AGREEMENT

THIS AGREEMENT, is made and entered into as of February 19, 1989 by and between MID TOWN BANK AND TRUST COMPANY OF CHICAGO, an Illinois Corporation ("BANK"), CHICAGO TITLE AND TRUST COMPANY OF CHICAGO, an Illinois Corporation ("TRUSTEE"), MID TOWN BANK AND TRUST COMPANY OF CHICAGO A/T/U TRUST AGREEMENT DATED 5/28/86 A/K/A TRUST NO. 1396 (as to PARCEL 1), HARRIS TRUST AND SAVINGS BANK A/T/U TRUST AGREEMENT DATED 9/6/85 A/K/A TRUST NO. 43327 (as to PARCEL 2), HARRIS TRUST AND SAVINGS BANK A/T/U TRUST AGREEMENT DATED 2/21/85 A/K/A TRUST NUMBER 43119 (as to PARCEL 3), AND JIM GUTH'S THE CHICAGO CATERER'S, LTD. (BORROWERS').

WHEREAS:

\$17.00

1. The BORROWER has heretofore executed a Principal Note dated October 3, 1986 in the principal amount of Fifty Thousand and No/Hundredths (\$50,000.00) Dollars ("NOTE"), of which the BANK is presently the holder;
2. The NOTE is secured by a Trust Deed dated October 3, 1986 and recorded in the Recorder's Office of Cook County, Illinois as document number 86489429 ("TRUST DEED"), conveying to TRUSTEE certain real estate described in Exhibit "A" attached hereto and by this reference incorporated herein ("REAL ESTATE");
3. The NOTE is further secured by an Assignment of Rents of even date therewith and recorded in the Recorder's Office of Cook County, Illinois as document number 86489430 ("ASSIGNMENT OF RENTS") assigning all the rents and profits from the REAL ESTATE;
4. The NOTE is further secured by a Collateral Assignment of the Beneficial Interest in that certain Land Trust which is known as MID TOWN BANK AND TRUST COMPANY OF CHICAGO Trust Number 1396 dated 5/28/86 ("ASSIGNMENT OF BENEFICIAL INTEREST") which Land Trust holds title to Parcel 1 of the described REAL ESTATE;
5. The NOTE is further amended by a Loan Modification Agreement dated March 16, 1988 and recorded in the Recorder's Office of Cook County, Illinois as document number 88115392 ("LOAN MODIFICATION AGREEMENT"), conveying to TRUSTEE certain real estate described in Exhibit "A" attached hereto and by this reference incorporated herein ("REAL ESTATE");
6. The BANK has disbursed to BORROWER the sum of \$142,085.63 which amount represents the outstanding principal sum of the indebtedness evidenced by the NOTE;
7. The interest rate evidenced on said NOTE is One and one-half (1.5) percentage points over the Prime Interest Rate in effect from time to time at Mid Town Bank and Trust Company of Chicago -- the Prime Interest Rate is subject to change.
8. The BORROWER desires to amend the loan amount and maturity date as evidenced by the NOTE and LOAN MODIFICATION AGREEMENT.
9. The BANK has agreed to such modification pursuant to the terms and conditions of a commitment letter of the BANK dated March 24, 1989 ("Commitment").

NOW THEREFORE, notwithstanding anything contained in the NOTE, TRUST DEED, and ASSIGNMENT OF RENTS and in consideration of the mutual covenants, conditions, and premises contained herein, the PARTIES HERETO AGREE AS FOLLOWS:

- A. The principal amount available as of this date is hereby amended to Two Hundred Thousand and No/Hundredths (\$200,000.00) Dollars.
- B. The maturity date of the loan is hereby amended to June 19, 1989.

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Exoneration provided regarding any liability of Harris Trust and Savings Bank at the end of the reverse side hereof, is hereby expressly made a part hereof.

- C. Except as modified herein, the terms, covenants and conditions of the TRUST DEED and ASSIGNMENT OF RENTS shall remain unchanged and otherwise in full force and effect. In the event of any inconsistency between the terms of this agreement and the terms of the NOTE and/or TRUST DEED and ASSIGNMENT OF RENTS the terms herein shall control.
- D. The lien of the TRUST DEED and ASSIGNMENT OF RENTS are hereby modified as security for the payment of the principal sum evidenced by the NOTE and amended by this MODIFICATION AGREEMENT.
- E. This agreement shall be governed by and construed under the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and the year first written above.

MID TOWN BANK AND TRUST COMPANY OF CHICAGO ("BANK")

By: Mary C.weeney
Mary C. Wweeney, Vice President

Attest: Carmen Rosario
Carmen Rosario, Assistant Secretary

BORROWER:

MID TOWN BANK AND TRUST COMPANY OF CHICAGO
not personally but as Trustee aforesaid:

By: Deborah Stephaftes
Deborah Stephaftes, Ass't Trust Officer

Attest: Carmen Rosario
Carmen Rosario, Ass't Secretary

HARRIS TRUST AND SAVINGS BANK, not personally but
as trustee aforesaid:

By: [Signature]
Vice President

Attest: [Signature]
ASSISTANT SECRETARY

JIM GUTH'S THE CHICAGO CATERER'S, LTD.

By: James Guth
James Guth, President

By: William Jorgensen
William Jorgensen, Vice President

CHICAGO TITLE AND TRUST COMPANY OF CHICAGO ("TRUSTEE")

By: _____

Attest: _____

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It is expressly understood and agreed by and between the parties to this instrument that each and all of the warranties, representations, covenants, indemnities, undertakings and agreements hereinafter made on the part of the Harris Trust and Savings Bank while in form purporting to be the warranties, representations, covenants, indemnities, undertakings and agreements of said Harris Trust and Savings Bank are nevertheless each and every one of them made and intended to be personal warranties, representations and indemnities, undertakings and agreements by the Harris Trust and Savings Bank for the purpose with the intention of binding said Harris Trust and Savings Bank thereon but are made and intended solely for the benefit of the Beneficiary of the trust property specified and described herein and the same are to be executed and delivered by said Harris Trust and Savings Bank not in its own right, but solely in the exercise of the powers conferred upon it by the terms of the land trust agreement and that no personal liability or responsibility is assumed by or shall at any time be admitted or established against the Harris Trust and Savings Bank on account of the performance or non-performance of any warranties, representations, indemnities, undertakings or agreements in this instrument contained either express or implied; all such personal liability, if any, being expressly assumed and released by the other parties to this instrument and by all persons acting by, through, or under said parties. The parties to this instrument hereby acknowledge that under the terms of the land trust agreement the Harris Trust and Savings Bank has no obligation, interest or regard to the operation, management and control of the trust premises and does not have any beneficial interest therein, and that said bank has no right to any of the real estate and proceeds from said trust premises. Notwithstanding anything to the contrary contained in this instrument the Harris Trust and Savings Bank is not the Beneficiary of its trust, and in the event of any conflict between the provisions of this exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

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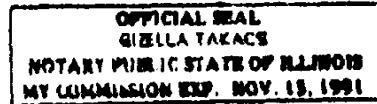
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY**, that Mary C. Sweeney, Vice President of Mid Town Bank and Trust Company of Chicago, an Illinois corporation, and Carmen Rosario, Assistant Secretary of said Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary acts of said corporation, for the uses and purposes therein set forth; and the Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this February 19th, 1989.

Gizella Takacs
Notary Public

My commission expires:



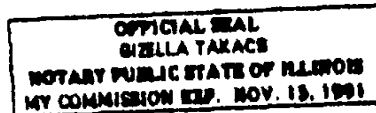
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY**, that Deborah Stephanites, Assistant Trust Officer of Mid Town Bank and Trust Company of Chicago, an Illinois Corporation, and Carmen Rosario, Assistant Secretary of said Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary acts of said corporation, for the uses and purposes therein set forth; and the Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as her own free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this February 19th, 1989.

Gizella Takacs
Notary Public

My commission expires:



STATE OF ILLINOIS)
)
COUNTY OF COOK)

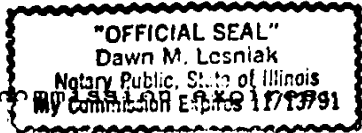
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY**, that James J. Perone of HARRIS TRUST AND SAVINGS BANK, an Illinois corporation, and Richard A. E. Pickett of said Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Asst~~ Trust Officer and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed

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and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary acts of said corporation, for the uses and purposes therein set forth; and the Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ~~February 19th~~ ^{May 8, 1989} 1989



Dawn M. Lesniak
Notary Public

My

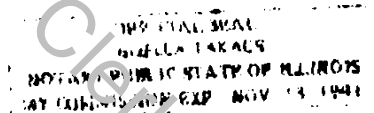
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that James Guth, President of Jim Guth's The Chicago Caterer's, an Illinois Corporation, and William Jorgenson, Vice President of said Illinois Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Vice President respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and as the free and voluntary acts of said corporation, for the uses and purposes therein set forth; and the Vice President did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this February 19th, 1989.

Anna Takacs
Notary Public

My commission expires:



STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY**, that _____ of Chicago Title and Trust Company, an Illinois corporation, and _____ of said Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary acts of said corporation, for the uses and purposes therein set forth; and the _____ did also then and there acknowledge that he, as custodian of the corporate seal of said corporation did affix said corporate seal to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this February 19th, 1989.

Notary Public

My commission expires:

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EXHIBIT "A"

PARCEL 1

LOTS 3, 4, 5 AND THE WEST 17 FEET OF LOT 6 IN LEMBECKE'S SUBDIVISION OF LOT 5 IN BLOCK 45 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 1419 WEST DIVERSEY, CHICAGO, ILLINOIS

TAX I.D. NO. 14-29-302-054

PARCEL 2

~~LOT 16 IN BLOCK 2 IN ANDREW SPETZ'S RESUBDIVISION OF BLOCK 28 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 28, 1899 AS DOCUMENT 779396, IN COOK COUNTY, ILLINOIS.~~

~~PROPERTY ADDRESS: 1835 NORTH HERMITAGE, CHICAGO, ILLINOIS~~

~~TAX I.D. NO. 14-21-413-006~~

PARCEL 3

LOTS 17 AND 18 IN BLOCK 7 IN HARRIET EARLINS SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 2710 WEST LOGAN BOULEVARD, CHICAGO, ILLINOIS

TAX I.D. NO. 13-25-409-026

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BOX 333-GC

Mail To:

Madden Bank

2021 N. Clark

Chicago, IL

ATTN: Gizella Takors