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### FIRST AMENDMENT TO MORTGAGE

This First Amendment to Mortgage made as of the <u>21</u> day of September, 1989, by and between Affiliated Bank/DuPage, an Illinois banking corporation (the "Bank") and Richard Portillo and Sharen Portillo, husband and wife, (the "Mortgagors"):

WHEREAS, Mortgagors executed a mortgage dated as of December 15, 1988 known as Document No. 88579153 (the "Mortgage") on certain property in the Village of Elk Grove, Illinois, which Mortgage secures a note of even date therewith in the principal amount of \$1,100,000.00 and a guaranty of a note executed by Portillo's Hot Dogs, Inc. of even date therewith in the principal amount of \$600,000.00; and

WHEREAS, the Mortgagors have requested the Bank to increase its commitment to lend funds for certain existing projects, and has requested additional funds for certain new projects; and

whereas, the Bank is willing to increase ice existing commitments and grant additional loans, based upon the terms and conditions in that certain Loan Agreement dated as of December 2, 1988 by and between the Bank, Richard Portillo and Sharon Portillo, Portillo's Hot Dogs, Inc., a Delaware corporation, Portillo's Food Service, Inc., an Illinois corporation, and Barney's Bar-B-Q, Inc., an Illinois corporation (the "Loan")

This document prepared by:

Martin Salzman Schwartz, Cooper, Kolb & Gaynor, Chartered Two First National Plaza Suite 1100 Chicago, Illinois 60603

P.I.N. 08-34-203-016 08-34-203-022

08-34-203-023

Elk Grove Village, IL

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Portillo's Food Service, Inc.;

(f) The Note dated November 15, 1988 in the principal amount of Six Hundred Thousand Dollars (\$600,000.00) made by

by Portillo's Hot Dogs, Inc.

amount of Five Hundred Thousand Dollars (\$500,000.00) made

(e) The Note dated November 7, 1988 in the principal

ph bortillo's Hot Dogs, Inc.;

amount of Three Hundred Thousand Dollars (\$300,000.00) made

(d) The Note dated June 1, 1987 in the principal

(\$1,400,000.00) made by Portillo's Hot Dogs, Inc.;

amount of One Million Four Hundred Tholsand Dollars

(c) The Note dated June 1, 1987 in the principal

Dollars (\$1,222,000.00) made by Portillo's Hot Dogs, Inc.;

amount of One Million Two dundred Twenty-Two Thousand

(b) The Note dated March 10, 1986 in the principal

(\$1,450,000.00) hade by Portillo's Hot Dogs, Inc.;

amount of One Million Four Hundred Fifty Thousand Dollars

(a) the Note dated March 10, 1986 in the principal

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1, The Mortgage is hereby amended to secure all of the

hereton it is hereby agreed as follows:

receipt and sufficiency of which is acknowledged by the parties

NOW, THEREPORE, in consideration of the mutual promises

parties;

Agreement dated of even date herewith, by and between the same

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(a) The Hore Debug House III , prijekt 461;

- or (b) off the endyers done (\$1.450,000,000) Parts 9, H-127,1511,12 asserbt of One Militory Jens course-
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- (g) The Note dated November 15, 1988 in the principal amount of Seven Hundred Sixty-Two Thousand Dollars (\$762,000) made by Richard Portillo and Sharon Portillo;
- (h) The Note dated December 15, 1988 in the principal amount of Six Hundred Thousand Dollars (\$600,000.00) made by Portillo's Hot Dogs, Inc., which Note was increased to One Million Dollars (\$1,000,000.00) by that certain Amended and Restated Secured Promissory Note of even date herewith;
- (i) The Note dated December 15, 1988 in the principal amount of One Million One Hundred Thousand Dollars (1,100,000.00) made by Richard Portillo and Sharon Portillo;
- (j) The Note dated January 15, 1989 in the principal amount of Three Million Stven Hundred Thousand Dollars (\$3,700,000.00) made by Portillo's Hot Dogs, Inc., which Note has been increased to Four Million Five Hundred Thousand Dollars (\$4,500,000.00) by that certain Amended and Restated Promissory Note of even date herewith;
- (k) A note in the principal amount of Two Million Dollars (\$2,000,000.00) to be executed pursuant to the Bank's commitment to advance such funds;
- (1) A note in the principal amount of Two Hundred Thousand Dollars (\$200,000.00) to be executed pursuant to the Bank's commitment to advance such funds;
- (m) A note in the principal amount of One Million Six Hundred Thousand Dollars (\$1,600,000.00) to be executed pursuant to the Bank's commitment to advance such funds;
- (n) A note dated dated August  $\frac{4}{}$ , 1989 in the principal amount of Six Hundred Thousand Dollars (\$600,000.00);

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- (o) A Letter of Credit issued to Carlyle Real Estate Limited Partnership-XV in the amount of One Hundred Nine Thousand Five Hundred Dollars (\$109,500.00);
- (p) A Letter of Credit issued to the Village of Schaumburg in the amount of Two Hundred Ninety-Six Thousand Two Hundred Ninety-Seven Dollars (\$296,297.00);
- (q) A Letter of Credit issued to the Village of Rolling Meadows in the amount of Five Thousand Dollars (\$5,000.30); and
- All other amounts advanced to Mortgagors under the Loan Agreement of otherwise, but the total of such amounts shall at no time exceed Sixteen Million Four Hundred Thousand Dollars (\$16,400,000.00).
- In consideration of the Bank's increased commitments under the Loan Agreement as amended by the First Amendment to Loan Agreement, and to secure the performance of the covenants and agreements herein and in the Mortgage amended by this First Amendment to Mortgagors do by these presence

  RELEASE, ALIEN, and CONVEY unto the Bank, its successors and assigns, the real estate legally described in Exhibit A attached and made a part hereof.

  And conditions of the Mortgage shall ware contained
- herein.
- All representations and warranties contained in the Mortgage were true on the date of the Mortgage, and are true as of the date hereof.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written above.

AFFILIATED BANK/DuPage

Property or Cook County Clerk's Office

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I, Bonny J. Whiteford, a Notary Public in and for said county, in the state aforesaid, DO HEREBY CERTIFY, that
I, Bonny J. Whiteford, a Notary Public in and for
Richard J. Portillo and Sharon Portillo, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such person and acknowledged that they signed and delivered tre said instrument as their own free and voluntary act for the uses and purposes therein set forth.  GIVEN under my hand and Notarial Seal this Alat day of September, 1989.
R. 1/1/2/1
My commission expires Lucy A38, 1990.  My commission expires Lucy A38, 1990.  My commission expires Lucy A38, 1990.
STATE OF ILLINOIS )
COUNTY OF COOK ) SS:
I, tating Canada, a Notary Public in and for said county, in the state aforesaid, DO HERMEY CERTIFY, that Moore C. Mother of Affiliated Bank/DuPage, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such predicted, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forch.  GIVEN under my hand and Notarial Seal this John Cay of Outsteen, 1989.
Patricia Casawella 89502303
My commission expires /-/3-93 . *OFFICIAL SEAL" Patricia Caccavella Netary Public, State of Illinois My Commission Expires 1/13/93

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#### EXHIBIT A

Legal Description

#### PARCEL 1:

Lot 290 in Centex Industrial Park Unit Number 170, being a Subdivision in the North 1/2 of Section 34, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

#### PARCEL 2:

The South 10 feet of Lot 346 and all of Lot 347 in Centex Industrial Park Unit Number 170, being a Subdivision in the North 1/2 of Section 34, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

Common address of property: 1500 Busse Highway, Elk Grove Village, Illinois.

P.I.N.: 08-34-203-016

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08-34-203-023

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