legally then in the most valuable legal tender of the United States of America current on the due date thereof, or the equivalent in value of such legal tender in other United States currency, at such banking house or trust company in the City of Chicago as the holder or holders of the said principal notes may from time to time in writing appoint, and in default of such appointment then at the office of Lender.

- 4. The aforementioned mortgage and modification and extension agreement, and this modification and extension agreement, shall secure the aforementioned notes.
- 5. If any part of said indebtedness or interest thereon be not pald at the maturity thereof as herein provided, or within ten days thereafter, or if default in the performance of any other covenant of the Owner shall continue for thirty days after written notice; thereof, the entire principal sum secured by said mortgage or trust deed, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal notes, become and be due and payable, in the same manner as if said extension had not been granted.
- 6. The aforementioned mortgage is hereby modified to add the following provisions:
 - 6.1 Owner warrants and represents to Lender that no release of any petroleum, oil or chemical liquids or solids, liquid or gaseous products or hazardous waste or any other pollution or contamination ("Environmental Contamination") has occurred or is existing on any portion of the Premises, as defined in such mortgage, or, to the best knowledge of Owner, on any other real estate now or previously owned, leased, occupied or operated by Owner or other real estate now or previously owned, leased, occupied or operated by Owner or with respect to Owner's business and operations, and Owner has not received notice from any source, oral or written, or any of the following occurrences:
 - 6.1.1 any such Environmental Contamination:
 - 6.1.2 that Owner's business and operations are not in full compliance with requirements of federal, state or local environmental, health and safety statutes or regulations;
 - 6.1.3 that Owner is the subject of any federal, state or local investigation evaluating whether any remedial action is needed to respond to any Environmental Contamination, alleged or otherwise;
 - 6.1.4 that any portion of the Premises or of any other property or assets of Owner, real or personal, is subject to any lien arising under any federal, state or local environmental, health and safety statutes or regulations.
 - 6.2 Owner covenants and agrees as follows, until all Liabilities, as defined in such mortgage, are paid in full:

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MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

This Indenture, made this 30th day of April, 1989, by and between Cole Taylor Bank, formerly known as Cole Taylor Bank/Drovers, formerly known as Drovers Bank of Chicago ("Lender"), the owner of the mortgage or trust deed hereinafter described, and Slotkowski Sausage Company, representing Itself to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"), WITNESSETH:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by one of the principal promissory notes of Slotkowski Sausage Company dated January 31, 1987, secured by a mortgage recorded November 14, 1986, in the office of the Recorder of Cook County, Illinois, as document No. 86542307, as modified by modification and extension agreement recorded April 13, 1987 in the office of the Recorder of Cook County, Illinois, as document No. 87194678, all conveying to Lender certain real estate in Cook County, Illinois described as follows:

Parcel 1: Lots 1 to 3 in Evans Subdivision of Part of the South 1/2 of Block 38 in Subdivision of Section 19, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 4 and 6 to 16 in F. Pasdeloups' Subdivision of Block 44 in the Subdivision of Section 19, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Tax Nos. 17-19-300-038-0000; 17-19-360-039-0000; 17-19-305-022-0000; 17-19-300-037-0000; 17-19-305-010-0000; 17-19-305-011-0000; 17-19-305-012-0000; Common addresses: 2013-29 West Street, Chicago, Illinois 60608 and 2021 West 18th Street, Chicago, Illinois 40608.

- 2. The amount remaining unpaid on the indebtedness is \$1,625,000.00.
- 3. Said remaining indebtedness of \$1,625,000.00 is and shall be evidenced by two promissory notes of Owner payable to Lender, one dated April 30, 1989, in the principal amount of \$1,100,000 due September 30, 1989, bearing interest at I ender's prime rate, as hereinafter defined, and one dated January 31, 1987, in the original principal amount of \$600,000, with a present outstanding balance of \$525,000, payable in installments of one payment of \$15,000.00 on July 1, 1989, then four consecutive quarterly principal installments of \$30,000.00 each, beginning October 1, 1989 and continuing on January 1, 1990, March 1, 1990 and July 1, 1990; then four consecutive quarterly principal installments of \$45,000.00 even beginning October 1, 1990 and continuing on January 1, 1991, April 1, 1991 and July 1, 1991; then three consecutive principal installments of \$60,000.00 each on October 1, 1991, January 1, 1992, and April 1, 1992 and a final payment of all unpaid principal and accrued unpaid interest on July 1, 1992, all bearing interest at Lender's prime rate, as hereinafter defined, plus one half of one percent (.5%), payable monthly on the first day of May, 1989 and on the first day of each month thereafter. "Prime rate" as used herein shall mean at any time the rate established by Lender as its prime rate, which prime rate shall change with or without notice to anyone. Owner promises to pay both principal and interest evidenced by such notes in the coin or currency provided for in the inditigate hereinabove described, but if that cannot be done

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IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

known as Cole Taylor Bank/	SLOTKOWSKI SAUSAGE COMPANY
Drovers, formerly known as Drovers Bank of Chicago	By: Joseph K. Olakele
By: A 4. Astrila	Title: President
Title: Vin Purilion	Attest: Jusish R. Claiser
Attest: My 2	
	Title: Secretary
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- 6.2.1 Owner shall not cause or permit to exist any Environmental Contamination on any portion of the Premises or on any portion of any other real estate now or hereafter owned, leased, occupied or operated by Owner, or with respect to the business and operations of Owner.
- 6.2.2 Owner shall immediately notify Lender of its receipt of any notice, oral or written, of the type described in Paragraph 6.1 of this modification and extension agreement.
- 6.3. Owner hereby indemnifies and holds Lender harmless from and against all losses, costs, claims, causes of action, damages (including special, consequential and punitive damages), and including in-house or outside attorneys' fees and costs, incurred by Lender and in any manner related to or arising from the breach of any of the foregoing warranties, representations, covenants, agreements or Lender's becoming liable, in any manner whatsoever, for any Environmental Contamination previously, now or hereafter existing or occurring on any portion of the Premises or on any other real estate previously, now or in the future owned, leased, occupied or operated by Conter or occurring with respect to Owner's business or operations, which indemnification shall survive the payment in full of the Liabilities.
- 7. Notwithstanding anything contained in the aforementioned mortgage and modification and extension agreement, or in this modification and extension agreement, to the contrary, the indebtedness secured by the tien of said mortgage, as from time to time modified or extended, shall not exceed 200% of the original stated principal amount of the promissory notes herein described.
- 8. In the event that the outstanding balance of the promissory note herein described, dated April 30, 1989, in the stated principal amount of \$1,100,000 is reduced to zero, and Owner delivers to Lender a written request to reduce the amount which Lender is obligated to loan Owner under such note to less than \$5,000.00, Lender shall release the aforementioned mortgage, as from time to time modified or extended, to the extent said mortgage secures such note, and Lender shall pay all expenses of such release.
- 9. This agreement is supplementary to said mortgage and the aforementioned modification and extension agreement. All the provisions thereof and of the principal notes, including the right to declare principal and accrued interest due for any cause specified in said mortgage or notes, but not including any prepayment privileges unless herein expressly provided for, shall remain in full force and effect except as nerein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said mortgage and the aforementioned modification and extension agreement. The provisions of this indenture shall inure to the benefit of any holder of said principal notes and shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint and several.

STATE OF ILLINOIS	e e
COUNTY OF COOK	SS.
Secretary of said Corporati whose names are subscribed respectively, appeared befor and delivered the said instruvoluntary act of said Corporation, he did aff	ausage Company, and Joseph K. Halper, ausage Company, and Joseph K. Halper, and the foregoing instrument as such President and Secretary, when the foregoing instrument as such President and Secretary, we me this day in person and acknowledged that they signed ment as their own free and voluntary act, and as the free and ration, for the uses and purposes therein set forth; and the re acknowledged that, as custodian of the corporate seal of its said corporate seal to said instrument as his own free and see and voluntary act of said Corporation, for the uses and
GIVEN under my hand 19 39.	and notarial seal this <u>2745</u> day of <u>June</u>
My commission expires	Notary Public Notary
(SEAL)	Notary Public " OFFICIAL SEAL " }
STATE OF ILLINOIS	REBECCA A. MARYAS { NOTARY PUBLIC, STATE OF ILLINOIS {
COUNTY OF COOK	MY COMMISSION EXPIRES 3/4/92 }
the same persons whose such <u>vice President</u> and vice President and vice Presiden	
GIVEN under my hand a 19 59.	and notarial seal this <u>27th</u> day of <u>Juno</u>
My commission expires 3	
(SEAL)	} " OFFICIAL SEAL " } REBECCA A. MARYAS
This instrument prepared by	NOTARY PUBLIC, STATE OF ILLINOIS and after recording to be returned to: MY COMMISSION EXPIRES 3/4/92
Carol L. Gloor	***************************************

Carol L. Gloor
Assistant Vice President and
Associate General Counsel
Cole Taylor Bank
1542 West 47th Street
Chicago, Illinois 60609-3290

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