

UNOFFICIAL COPY

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LOAN MODIFICATION AND EXTENSION AGREEMENT

This Loan Modification And Extension Agreement ("Agreement") is made this 1st day of January, 1990, by and among American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement dated March 21, 1988, and known as Trust Number 10492205 ("Trustee"), DAWG Enterprises, Inc., an Illinois corporation ("DAWG") and John R. Damore, Jimmy J. Damore and Gina Maria Damore, successors in interest to Damore Wholesale Grocers, Inc. ("Damore").

DEPT-01 RECORDING

\$30.50

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WITNESSETH:

T#2222 TRAN 6645 09/25/90 11:23:00

#0244 # B *-90-465436

WHEREAS, John R. Damore, Jimmy J. Damore and Gina Maria Damore are the current holders of a certain Installment Note ("Note") dated March 25, 1988, in the principal amount of Nine Hundred Thousand and 00/100 Dollars (\$900,000.00), made by Trustee and DAWG, maturing on April 1, 2000;

WHEREAS, said Note is secured by a Trust Deed dated March 25, 1988, and recorded April 4, 1988 in the office of the Cook County Recorder as Document No. 88135349, which Trust Deed is now a junior lien on the premises commonly known as 941-943 West Randolph, Chicago, Illinois legally described on Exhibit "A" attached hereto and made a part hereof (the "property");

WHEREAS, on said Note and Trust Deed there is now owing the principal sum of Nine Hundred Thousand and 00/100 Dollars (\$900,000.00), with interest thereon computed at the rate of ten percent (10%) per annum;

WHEREAS, Trustee, DAWG, John R. Damore, Jimmy J. Damore and Gina Maria Damore desire to modify the payment terms and maturity date under the Note and Trust Deed.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Trustee, DAWG, John R. Damore, Jimmy J. Damore and Gina Maria Damore hereby covenant and agree as follows.

1. RECITALS. The Recitals stated above are incorporated herein and made a part of this Agreement.

2. PAYMENT ADJUSTMENTS. Payments of principal and interest under the Note shall be modified and adjusted as set forth herein:

a. Payments of interest only computed at the rate of seven percent (7%) per annum on the balance of principal remaining from time to time unpaid, in monthly installments of Five Thousand Two Hundred Fifty and 00/100 Dollars (\$5,250.00) each, commencing on January 1, 1990, and Five Thousand Two Hundred Fifty and 00/100 Dollars (\$5,250.00)

MAIL TO: KENNETH S. FREEDMAN
350 W. HUBBARD THIRD FLOOR
CHICAGO IL 60610

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Dollars on the first day of each month thereafter, through and including December 1, 1990;

b. Payments of interest only computed at the rate of eight percent (8%) per annum on the balance of principal remaining from time to time unpaid, in monthly installments of Six Thousand and 00/100 Dollars (\$6,000.00) each, commencing on January 1, 1991, and Six Thousand and 00/100 Dollars (\$6,000.00) on the first day of each month thereafter, through and including December 1, 1991;

c. Payments of principal and interest computed at the rate of nine percent (9%) per annum in monthly installments of Eleven Thousand Four Hundred and 82/100 Dollars (\$11,400.82) each, commencing on January 1, 1992, and Eleven Thousand Four Hundred and 82/100 Dollars (\$11,400.82) Dollars on the first day of each month thereafter, through and including December 1, 1996;

d. Payments of principal and interest computed at the rate of ten percent (10%) per annum in monthly installments of Eleven Thousand Six Hundred Sixty Nine and 22/100 Dollars (\$11,669.22) each, commencing on January 1, 1997, and Eleven Thousand Six Hundred Sixty Nine and 22/100 Dollars (\$11,669.22) on the first day of each month thereafter, through and including December 1, 2001.

3. GROSS PROFIT MODIFICATION. Notwithstanding the payments as set forth in paragraph 2(b) herein, if DAWG's gross profit, as defined below, for the calendar year 1990 is less than sixteen and one-half percent (16.5%), the interest rate for payments due to be made between January 1, 1991 through December 1, 1991 shall be computed at the rate of seven percent (7%) per annum, and accordingly, the monthly installments of interest only due during calendar year 1991 shall be Five Thousand Two Hundred Fifty and 00/100 Dollars (\$5,250.00) per month. Gross profits shall be defined as gross sales price less the direct cost of the product paid to the purveyor, without any additions for overhead, labor or other costs of doing business. John R. Damore, Jimmy J. Damore and Gina Maria Damore, or their respective agents, shall have the right to audit DAWG's financial records to verify gross profit for the year 1990. If the audit discloses discrepancies which vary greater than two percent (2%), DAWG shall pay for the professional fees related to said audit. DAWG agrees that for purposes of this paragraph, the determination of gross profit shall be limited to the type of products sold by DAWG as of the date of this Agreement.

4. MATURITY DATE. The maturity date under the loan shall be extended from April 1, 2000 to December 1, 2001.

5. INSTALLMENT NOTE. Trustee and DAWG agree to execute Amendment Number 1 and First Restatement Of Installment Note, a copy of which is attached hereto as Exhibit "B".

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INVESTIGATION REPORT

Investigation No. 123456
Date of Report: 10/26/2023
Investigator: J. Doe
Subject: [Redacted]

Property of Cook County Clerk's Office

Report prepared by: J. Doe
Date: 10/26/2023
Page 1 of 1

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6. SUBORDINATION AGREEMENT. The Subordination Agreement dated March 28, 1988 between DAWG and Damore shall not be modified and shall be considered as being in full force and effect.

7. GUARANTY. The Guaranty given March 25, 1988 by Lawrence Acciari, Brian Flynn, Carey Flynn, Eric Larson and Gregory Teister (the "Guarantors") to Damore shall terminate and be considered null and void. The Guaranty of even date herewith attached hereto as Exhibit "C" shall be delivered by the Guarantors to John R. Damore, Jimmy J. Damore and Gina Marie Damore.

8. INTERPRETATION. In the event any terms and provisions contained in the Note or Trust Deed conflict with the terms and provisions contained in this Agreement, the terms and provisions herein contained shall be operative and controlling.

9. BINDING EFFECT. This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties hereto.

10. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Illinois.

11. COUNTERPARTS. This Agreement may be executed in counterparts, all of which shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

AMERICAN NATIONAL BANK, ^{and Trust Company of} not personally but solely as Trustee aforesaid,

DAWG ENTERPRISES, INC.

By: [Signature] J. MICHAEL WHELAN
Its: VICE PRESIDENT

By: [Signature]
Its: CHAIRMAN

Peter Johansen

ATTEST: [Signature]

ATTEST: [Signature]

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon the said Land Trustee. It is expressly understood and agreed that all the covenants, conditions, representations, warranties, and terms of the above instrument shall be deemed to be the covenants, conditions, representations, warranties, and terms of the Trust Deed, and shall be enforceable against the Trustee and against any guaranty, guaranty representative, covenant, undertaking or agreement of the Trustee in this instrument.

[Signature]
John R. Damore

[Signature]
Jimmy J. Damore

[Signature]
Gina Marie Damore

STATE OF ILLINOIS
COUNTY OF [Signature] SS.

1985R

The foregoing instrument was acknowledged before me this 4 day of SEP 1990

[Signature] Peter Johansen VICE PRESIDENT ASSISTANT SECRETARY

respectfully of [Signature] National banking association as its secretary of [Signature] banking association.

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This Document Drafted By:

Gary B. Kromelow
Rallo & Tepper
205 West Randolph Street
Suite 1440
Chicago, Illinois 60606
(312) 263-4737
1985R/4

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

I, WADELL BRENT, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that ERIC A. LARSON, personally known to me to be the CHAIRMAN OF THE BOARD of DAWG ENTERPRISES, INC., an Illinois Corporation, and GREGORY D. TEISTER, personally known to me and to be the SECRETARY of said Corporation, and personally known to me to be the same persons, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such CHAIRMAN and SECRETARY, they signed and delivered the said instrument pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, 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 notarial seal, this 21st day of June, 1990.



Wa DELL Brent
NOTARY PUBLIC

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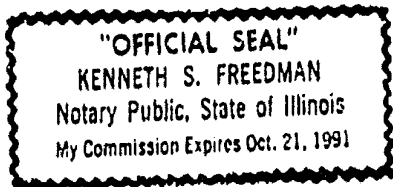
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Kenneth S. Freedman, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that JOHN R. DAMORE, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 10th day of August 1990.

Kenneth S. Freedman
NOTARY PUBLIC

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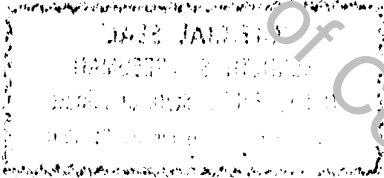


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Property of Cook County Clerk's Office



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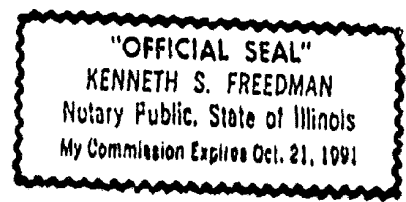
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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, Kenneth S. Freedman, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that JIMMY J. DAMORE, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 10th day of April 1990.

Kenneth S. Freedman
NOTARY PUBLIC



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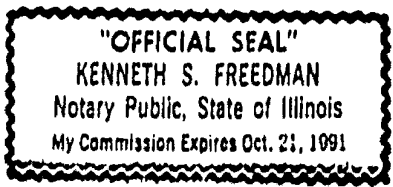
STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, Kenneth S. Freedman, a Notary Public in and for
said County and State aforesaid, DO HEREBY CERTIFY that
GINA MARIE DAMORE, personally known to me to be the same person
whose name is subscribed to the foregoing instrument, appeared
before me this day in person and acknowledged that she signed,
sealed, and delivered the said instrument as her free and voluntary
act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 10th day of August,
1990.

Kenneth S. Freedman
NOTARY PUBLIC

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TABLE LISTED
ON APR 2 2000
BY THE CLERK OF COOK COUNTY

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LOTS 5 AND 6 (EXCEPT THE NORTH 35 FT. OF EACH OF SAID LOTS CONVEYED TO CITY OF CHICAGO FOR WIDENING RANDOLPH STREET) IN THE SUBDIVISION OF THE NORTH 100 FT. OF LOT 1 IN ASSESSOR'S DIVISION OF BLOCK 40 IN CARPENTER'S ADDITION TO CHICAGO, IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 941-943 W. RANDOLPH ST., CHICAGO, ILLINOIS.

P.I.N. 17-08-439-014

17-08-439-015

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EXHIBIT "A"

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TO THE HONORABLE CLERK OF THE COURT
OF THE COUNTY OF COOK
IN AND FOR THE SAID COUNTY
OF THE STATE OF ILLINOIS
I, _____

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AMENDMENT NUMBER 1 AND FIRST RESTATEMENT OF INSTALLMENT NOTE

This Amendment Number 1 And First Restatement Of Installment Note ("First Amendment") is made this 1st day of January, 1990 by American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement dated March 21, 1988, and known as Trust No. 10492205 ("Trustee") and DAWG Enterprises, Inc., an Illinois corporation ("DAWG").

WITNESSETH:

WHEREAS, on March 25, 1988, Trustee and DAWG made an Installment Note ("Note") in the principal amount of Nine Hundred Thousand and 00/100 Dollars (\$900,000.00), with interest calculated at ten percent (10%) per annum, payable to the Order of Bearer;

WHEREAS, pursuant to a certain Loan Modification And Extension Agreement of even date herewith by and among Trustee, DAWG, John R. Damore, Jimmy J. Damore and Gina Marie Damore, the repayment terms and maturity date under the Note have been modified and extended;

WHEREAS, Trustee and DAWG have agreed to execute this First Amendment to ratify and confirm the revised payments due pursuant to the Loan Modification And Extension Agreement and to ratify and confirm certain other modifications to the Note.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Trustee and DAWG agree as follows:

1. The Recitals stated above are incorporated herein and made a part of this First Amendment.

2. The payment terms and maturity date required under the Note are hereby deleted in their entirety and the following payment terms are inserted in lieu thereof:

a. Payments of interest only computed at the rate of seven percent (7%) per annum on the balance of principal remaining from time to time unpaid, in monthly installments of Five Thousand Two Hundred Fifty and 00/100 Dollars (\$5,250.00) each, commencing on January 1, 1990, and Five Thousand Two Hundred Fifty and 00/100 Dollars (\$5,250.00) Dollars on the first day of each month thereafter, through and including December 1, 1990;

b. Payments of interest only computed at the rate of eight percent (8%) per annum on the balance of principal remaining from time to time unpaid, in monthly installments of Six Thousand and 00/100 Dollars (\$6,000.00) each, commencing on January 1, 1991, and Six Thousand and 00/100 Dollars (\$6,000.00) on the first day of each month thereafter, through and including December 1, 1991;

EXHIBIT "B"

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this _____ day of _____, 20__.

Clerk of Cook County

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

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c. Payments of principal and interest computed at the rate of nine percent (9%) per annum in monthly installments of Eleven Thousand Four Hundred and 82/100 Dollars (\$11,400.82) each, commencing on January 1, 1992, and Eleven Thousand Four Hundred and 82/100 Dollars (\$11,400.82) Dollars on the first day of each month thereafter, through and including December 1, 1996;

d. Payments of principal and interest computed at the rate of ten percent (10%) per annum in monthly installments of Eleven Thousand Six Hundred Sixty Nine and 22/100 Dollars (\$11,669.22) each, commencing on January 1, 1997, and Eleven Thousand Six Hundred Sixty Nine and 22/100 Dollars (\$11,669.22) on the first day of each month thereafter, through and including December 1, 2001;

e. Notwithstanding the payments as set forth in paragraph 2(b) herein, if DAWG's gross profit (as defined in the Loan Modification and Extension Agreement) for the calendar year 1990 is less than sixteen and one-half percent (16.5%), the interest rate for payments due to be made between January 1, 1991 through December 1, 1991 shall be computed at the rate of seven percent (7%) per annum, and accordingly, the monthly installments of interest only due during calendar year 1991 shall be Five Thousand Two Hundred Fifty and 00/100 Dollars (\$5,250.00) per month; and

f. All payments are due on the first day of each month. If any payment is not received by the Holder of this Note by the fifteenth (15th) day of the month in which it is due, a late charge of five percent (5%) of the payment past due shall be charged. Notwithstanding anything contained in this Note to the contrary, makers shall have a period of ten (10) days after a notice of default has been sent to makers to cure any monetary default and a period of thirty (30) days after a notice of default has been sent to makers to cure any non-monetary default.

3. The third paragraph on the second page of the Note is hereby deleted in its entirety and the following is inserted in lieu thereof:

The payment of this Note is further secured by a Second Trust Deed, executed as of March 25, 1988, to Chicago Title and Trust Company, Trustee, and recorded April 4, 1988 in the office of the Cook County Recorder of Deeds, on real estate in the County of Cook, Illinois. With the exception of the maturity date, all of the agreements, conditions, covenants, provisions and stipulations contained in said Trust Deed which are to be kept and performed by the makers are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein, and the makers covenant and agree to keep and perform them or cause them to be kept and performed, strictly in accordance with their terms. It is agreed that at the election of the holder or holders hereof, the principal sum remaining unpaid hereon, together

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1900.

CLERK OF THE COURT

CHIEF CLERK

DEPUTY CLERK

RECORDS AND CLERK

CLERK OF THE COURT

CHIEF CLERK

DEPUTY CLERK

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with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance with the terms hereof unless timely cured, or in case default shall occur in the performance of any other agreement contained in said Trust Deed, unless timely cured.

4. The fourth paragraph on the second page of the Note is hereby deleted in its entirety and the following is inserted in lieu thereof:

If at any time or times during the term hereof the holder of this Note employs counsel for advice with respect to this Note, or to intervene, file a petition, answer, motion or other pleading in any suit or proceeding relating to this Note or the Trust Deed securing this Note or to attempt to collect this Note from or to enforce this Note against the undersigned or the guarantors hereof, then, in any such events, all of the reasonable attorneys' fees arising from such services, and any expenses, costs and charges relating thereto, shall be an additional liability owing hereunder to the holder of this Note and shall be payable upon demand.

5. The "confession of judgment" clause on the top of the third page of the Note shall be modified to the extent that no action may be taken to confess judgment until all applicable cure period (as set forth in paragraph 2f herein) have expired.

6. As restated and amended herein, the Note shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date first written above

AMERICAN NATIONAL BANK, not
personally but solely as Trustee
aforesaid

By: _____
Its: _____

ATTEST:

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IN SENATE
JANUARY 10, 1900
REPORT
OF THE
COMMISSIONERS OF THE
LAND OFFICE

OF THE
LANDS BELONGING TO THE
STATE OF ILLINOIS

IN RESPONSE TO A
RESOLUTION PASSED BY THE
SENATE, JANUARY 10, 1900

BY
JAMES M. HARRIS,
COMMISSIONER

CHICAGO:
PUBLISHED BY THE
STATE OF ILLINOIS,
1900

PRINTED AT THE
STATE PRINTING OFFICE,
CHICAGO, ILLINOIS

WILSON & GORHAM, PRINTERS

RECEIVED IN THE
OFFICE OF THE
COMMISSIONER OF THE
LAND OFFICE

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DAWG ENTERPRISES, INC.

By: _____
Its: _____

ATTEST

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GUARANTY

Guaranty given January 1, 1990, by Lawrence Acciari, Brian Flynn, Carey Flynn, Eric Larson and Gregory Teister (the "Guarantors") to John R. Damore, Jimmy J. Damore and Gina Marie Damore, successors to Damore Wholesale Grocers, Inc. ("Damore").

RECITALS

WHEREAS, Damore and DAWG Enterprises, Inc. ("DAWG") entered into a certain Agreement For The Purchase And Sale Of Assets, dated January 29, 1988, as amended, whereby DAWG agreed to purchase from Damore substantially all of the assets used by Damore in its wholesale grocery business;

WHEREAS, in order to consummate the transaction, DAWG borrowed from Damore the approximate sum of \$900,000.00, which loan was evidenced by an Installment Note ("Note") and secured by a Security Agreement given to Damore by DAWG, and further secured by a Junior Trust Deed ("Junior Trust Deed") given by American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated March 21, 1988 and known as Trust No. 10492705, to Chicago Title and Trust Company, as Trustee;

WHEREAS, Damore was willing to consummate said loan transaction and fund the purchase only if the Guarantors guaranteed the faithful performance of all the covenants, agreements, obligations and undertakings of DAWG under said Note, Security Agreement and Junior Trust Deed;

WHEREAS, Guarantors executed a Guaranty dated March 25, 1988 in favor of Damore;

EXHIBIT "C"

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WHEREAS, on January 1, 1990, Trustee, DAWG, John R. Damore, Jimmy J. Damore and Gina Marie Damore entered into a Loan Modification And Extension Agreement ("Extension Agreement") to modify the terms of repayment;

WHEREAS, on January 1, 1990, Trustee and DAWG executed Amendment Number 1 And First Restatement Of Installment Note ("First Amendment");

WHEREAS, Guarantors have agreed to execute this Guaranty in favor of John R. Damore, Jimmy J. Damore and Gina Marie Damore to guaranty repayment and performance under the Note, as modified by the Extension Agreement and First Amendment, the Junior Trust Deed and Security Agreement (collectively the "Loan Documents").

AGREEMENTS

Now therefore, in consideration of the foregoing and the covenants set forth herein, and for other consideration, the adequacy of which is hereby acknowledged, the Guarantors, desiring to be legally bound, hereby agree as follows:

1. OBLIGATION. Subject to the terms of paragraphs 5, 6 and 7 of this Guaranty, the Guarantors hereby guaranty the prompt payment and complete performance by DAWG of all the covenants, agreements, obligations and conditions contained in the Loan Documents and the payment of all damages, costs, and expenses which by virtue of the foregoing Loan Documents become recoverable by the holder thereof.

2. TERMS OF GUARANTY. Subject to the terms of paragraphs 5, 6 and 7 of this Guaranty, this Guaranty shall continue until all the terms of the foregoing Loan Documents have been satisfactorily performed or otherwise discharged by DAWG. Except as provided in

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paragraphs 5, 6 and 7, the Guarantors shall not be released of their obligations hereunder so long as any claim of the holder against DAWG, arising out of said Loan Documents, is not settled or discharged in full.

3. MODIFICATION. The parties to the Note shall not enter into any alteration or modification thereof which would in any way increase the extent of Guarantors' obligations hereunder, or which would make performance by DAWG more difficult, without first obtaining the written consent of the Guarantors. However, Guarantors hereby irrevocably designate DAWG Enterprises, Inc. as their agent for the purposes of executing any such written consent to any alteration or modification of the Note.

4. WAIVER. The Guarantors hereby waive notice of acceptance hereof, and of nonperformance or nonpayment by DAWG of any of its obligations or liabilities under the aforesaid Note.

5. TERMINATION OF GUARANTY. At any time during the term of this Guaranty, Guarantors shall have the right to terminate this Guaranty and their liability hereunder, by delivery to John R. Damore, Jimmy J. Damore and Gina Marie Damore c/o Kenneth S. Freedman, 350 West Hubbard, Suite 300, Chicago, Illinois 60610, or to such other party or parties at such address as they may hereafter in writing designate, of the following:

- A. Ten (10) days' written notice of termination.
- B. A Trustee's Deed or other appropriate deed of conveyance issued by American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated March 21, 1988 and known as Trust No. 10492205, or such other party as

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shall then hold title to the premises commonly known as 941-43 West Randolph Street, Chicago, Illinois (the "Premises"), which deed shall be in recordable form, dated as of the date of the notice of termination, duly executed by the title-holder, free and clear of all liens and encumbrances except then current real estate taxes, the first mortgage referred to in paragraph 6 (provided said first mortgage is not in default) and the Junior Trust Deed and bearing the appropriate City of Chicago, Cook County and State of Illinois executed transfer tax exemption certifications.

C. A Bill of Sale dated as of the date of delivery of all personal property and business inventory owned by DAWG (or its successor in interest) used in connection with the operation of the business on the Premises, which Bill of Sale shall be substantially identical in form to that given by Damore to DAWG on March 28, 1988. The delivery of business inventory hereunder shall be in an amount not less than \$250,000.00, free and clear of any bank liens, tax liens or security interests, except the Junior Trust Deed and any security interests in favor of Damore, John R. Damore, Jimmy J. Damore and Gina Marie Damore, or their successors or assigns and appropriate documentation to substantiate the invoice cost thereof.

D. Possession of the Premises as indicated by:

1. All keys for the improvements located on the Premises.

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2. All other documents and materials which will reasonably be required to enable John R. Damore, Jimmy J. Damore and Gina Marie Damore or their successors or assigns to take possession of the Premises.

3. Guarantors shall make all of DAWG's financial records and documents available to John R. Damore, Jimmy J. Damore and Gina Marie Damore.

6. LIMITATION OF LIABILITY. Upon delivery of possession and ownership as described in paragraph 5, this Guaranty shall terminate and the liability of Guarantors shall be limited to the Note payments and accrued interest due and owing from DAWG Enterprises, Inc. under the Note, as of the date of delivery of possession of the Premises, personal property and business inventory. [For example, if the date of delivery of possession were August 10, 1993, Guarantors would only be liable for the monthly Note payments due on or before August 1, 1993, and accrued interest through August 10, 1993. Guarantors would be released from guarantying the payment of any future Note payments due after August 10, 1993.] Possession of the Premises may be delivered subject to a then-existing first mortgage, if any, in a principal amount not greater than \$157,500.00, and the rights of said mortgagee thereunder. Guarantors shall have no liability to John R. Damore, Jimmy J. Damore and Gina Marie Damore for payments made by John R. Damore, Jimmy J. Damore and Gina Marie Damore to the first mortgage holder.

7. CONDEMNATION. Notwithstanding anything contained in this Guaranty to the contrary, in the event of a condemnation of the Premises, in whole or in part, thereby making it impossible for

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Under the provisions of the Illinois Marriage and Dissolution of Marriage Act, the Court has granted the Petitioner's request for a permanent order of maintenance. The Court has determined that the Respondent has the ability to pay maintenance and that the Petitioner is in need of maintenance. The Court has set the amount of maintenance at \$1,000 per month, payable on the first day of each month. The Respondent shall also be responsible for the Petitioner's reasonable attorney's fees and costs. This order shall remain in effect until further order of the Court.

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Guarantors to deliver a Trustee's Deed as required under paragraph 5(B) and possession as required under paragraph 5(D), John R. Damore, Jimmy J. Damore and Gina Marie Damore hereby agree that DAWG may relocate its operations and DAWG will secure the loan by executing and recording a Second Trust Deed, which shall be identical in form to the Junior Trust Deed on the "relocation property". Said relocation property shall have a fair market value not less than \$225,000.00. Said Second Trust Deed shall be, at DAWG's request, subordinate to a first mortgage lien in an amount not to exceed \$197,500.00. In the event the Guarantors desire to terminate this Guaranty at any time after said condemnation, said relocation property will be substituted and treated as the "Premises" previously referred to in this Guaranty. In the event of a condemnation of the Premises, in whole or in part, thereby making it impossible for Guarantors to deliver a Trustee's Deed as required under paragraph 5(B) and possession as required under paragraph 5(D), and DAWG does not purchase a relocation property but elects to rent or lease a facility, and in the event the Guarantors desire to terminate this Guaranty, the Guarantors will not be required to deliver a Trustee's Deed as required under paragraph 5(B) and possession as required under paragraph 5(D) provided John R. Damore, Jimmy J. Damore and Gina Marie Damore are paid an amount equal to the condemnation award less (i) any amounts paid to the first mortgage holder; (ii) reasonable moving costs; and (iii) attorneys' fees and court costs.

8. BENEFIT. This Guaranty shall inure to the benefit of John R. Damore, Jimmy J. Danore and Gina Marie Damore, their successors and

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assigns, and shall be binding upon the Guarantors and their successors and assigns.

9. SUPERCEDING EFFECT. This Guaranty shall supercede that certain guaranty dated March 25, 1988. Said guaranty dated March 25, 1988 shall be deemed null and void and of no further force and effect.

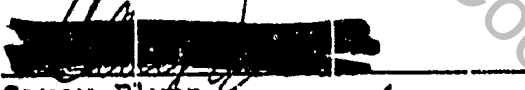
IN WITNESS WHEREOF, Guarantors have signed this Guaranty at Chicago, Illinois, the day and year above first written.


Lawrence Acciani



Address


Brian Flynn



Address


Carey Flynn


Address


Eric Larson


Address


Gregory Teister


Address

1909R

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