915477m3.041 UNOFFICIAL₂ SEASE D RECORDED DOCUMENT TO:

LaSalle Bank Lake View 3201 N. Ashland Ave.

Chicago, IL 60657 ATTN: David Wozny BOX 146

AMENDMENT NO. 1 TO COLLATERAL ASSIGNMENT OF LEASE - 3810 SOUTH HALSTED

Amendment No. 1 to Collateral Assignment of Lease dated as mpy fift, 1991, given by CHIAPPETTI WHOLESALE MEATS CO. ("Assignor") to LASALLE BANK LAKE VIEW ("Assignee").

PREAMBLE:

4705 + D #-92-232407 Or April 30, 1991, Assignor executed and delivered to Assignee that certain Collateral Assignment of Lease (the "Collater 11 Assignment") pursuant to which Assignor collaterally assigned to Assignee its Lease in and to the "Premises" as defined in the Collateral Assignment. Assignor has requested Assignee to provide Assignor with a new term loan in the principal amount of \$100,000.00. Assignee has agreed to do so, so long as, among other things, Assignor executes and delivers this Amendment.

NOW, THEREFORE, in consideration of the premises which are incorporated herein by this reference and constitute an integral hereof and the execution and delivery of this Amendment, it is agreed as follows:

1. The first recital of the Collateral Assignment is amended to read as follows:

> "WHEREAS, pursuant to and as described in that certain Loan and Security Agreement dated April 30, 1991, as amended as of the date of Amendment No. 1 to the Collateral Assignment and as may be further amended from time to time (collectively the "Loan" Agreement") entered by and between Assignor. Assignee, D.C. Properties, Inc., Den Franco Corp., Dennis Chiappetti and Brian Chiappetti, those certain Loans (collectively the "Loan") defined in the Loan Agreement have been or may be, made by Assignee to Assignor;"

- 2. Except as specifically amended and modified by this Amendment (A) the Collateral Assignment shall remain in full force and effect and is hereby restated and incorporated herein by this reference; and (B) all terms defined in the Collateral Assignment shall have the same meanings herein and therein.
- This Amendment pertains to the real estate more fully described on Exhibit A attached hereto.

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IN WITNESS WHEREOF, the undersigned has caused this Amendment to be signed as of the date hereinabove first written.

CHIAPPETTI WHOLESALE MEATS CO.

Title: 🔨

ATTEST:

Title:

(Ascistant) Secretary

THIS DOCUMENT PREPARED BY:

Steven Brigge Esq. Boehm & Pearlstein, Ltd 33 North LaSalle Street Ltd. Ox Coot Collumn Clert's Oillice 35th Floor Chicago, Illinois 60602

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EXHIBIT A

Parcel 1

Lots 5, 6, 7, 8, 13, 14 and 15 in Block 18 in Gage and Others Subdivision of the East 1/2 of the South East 1/4 of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, IL.

Parcel 2

Lots 1 to 13, inclusive, in the Subdivision of Block 4 of the Superior Court Partition of the West 1/2 of the North West 1/4 of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, IL.

Addresses of Properties:

...3900 South Emerald Avenue Chicago, Illinois and 3810 South Halsted Chicago, Illinois

Real Estate Index Nos.:

County Clark's Office 17-32-419-012, 013, 015, 016, 017, 018 and 20-04-100-011, 012