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DEPT-01 RECORDING \$39.00
T#0012 TRAN 3663 01/09/97 12:20:00
#8016 CG *-97-020627
COOK COUNTY RECORDER

7513577 02 HK

Property of Cook County

SECOND LOAN MODIFICATION AGREEMENT

31st 36.00

This Second Loan Modification Agreement is made as of the 31st day of December, 1996, by and among Buona Beef, Inc., an Illinois corporation ("Buona"), Joseph Buonavolanto, Sr. ("Buonavolanto, Sr."), Carlo Buonavolanto ("Buonavolanto"), American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated March 17, 1989, and known as Trust Number 107962-09 ("Trust 107962-09"), American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated July 19, 1988 and known as Trust Number 106051-03 ("Trust 106051-03"), American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated February 1, 1990, and known as Trust Number 110303-01 ("Trust No. 110303-01"), and American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated May 5, 1985, and known as Trust Number 64530 ("Trust 64530"), Parkway Bank and Trust Company, as Trustee under Trust Agreement dated April 14, 1988, and known as Trust Number 8774 ("Trust 8774"), and Capitol Bank and Trust ("Lender").

WHEREAS, Buona Beef in Naperville L.L.C., an Illinois limited liability company ("Borrower") has requested that Lender make a loan to it in the principal amount of Four Hundred Thousand Dollars (\$400,000) (the "Loan"); and

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN
TO: Randy S. Gussis
Shaw Gussis & Domanskis
111 West Washington Street
Suite 707
Chicago, Illinois 60602

PI#: 16-19-107-008-0000
16-19-200-001-0000
16-19-200-002-0000
16-19-201-001-0000
16-19-201-002-0000
16-19-201-003-0000
16-06-100-142-0000
16-19-200-053-0000
16-30-315-005-0000

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BOX 333-CTI

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WHEREAS, the Loan is evidenced by a Note of even date herewith made by Borrower to the order of Lender in the principal amount of One Hundred Thousand Dollars (\$100,000) (the "First Naperville Note") and a Note of even date herewith made by Borrower to the order of Lender in the principal amount of Three Hundred Thousand Dollars (\$300,000) (the "Second Naperville Note"); and

WHEREAS, the First Naperville Note and Second Naperville Note are secured by, among other things, a Security Agreement of even date herewith made by Borrower and Lender and a Guaranty of even date herewith made by Buonavolanto, Sr., Buonavolanto, Buona and Buona Beef in Lombard, Inc.; and

WHEREAS, Buonavolanto, Sr. and Buonavolanto have a financial interest in Borrower; and

WHEREAS, Lender has previously made various loans to Buona, Buonavolanto, Sr., Buonavolanto and the Land Trustees who are parties hereto, evidenced by the following notes:

(i) Mortgage Note, dated August 19, 1994, made by Buonavolanto, Sr., Buonavolanto, Trust No. 107962-09, Trust No. 106051-03, Trust No. 110303-01, and Trust No. 64530 to the order of Lender in the principal amount of \$1,237,000 (the "\$1,237,000 Note"), as modified by Loan Modification Agreement dated March 4, 1996, by and among makers of said note and Lender, recorded in the Office of the Cook County Recorder of Deeds as Document Number 96-235233 (the "Loan Modification Agreement");

(ii) Replacement Note, dated September 1, 1996, made by Buona to the order of Lender in the principal amount of \$200,000 (the "\$200,000 Note"), as modified by the Loan Modification Agreement; and

(iii) Mortgage Note, dated August 19, 1994, made by Buonavolanto, Sr., Buonavolanto, Trust No. 8774, Trust No. 107962-09, Trust No. 106051-03, Trust No. 110303-01, Trust No. 64530, and Capitol Bank and Trust, as Trustee of Trust No. 271, to the order of Lender in the principal amount of Three Hundred Thirty Five Thousand Dollars (\$335,000) (the "\$335,000 Note"), as modified by the Loan Modification Agreement.

(The loans evidenced by the foregoing Notes shall sometimes be referred to herein as the "Existing Loans".)

WHEREAS, as a condition of the Loan, Lender has required that a default under any of the documents evidencing or securing the Loan shall be a default under the documents evidencing and securing the Existing Loans.

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NOW THEREFORE, the parties hereto agree as follows:

1. CROSS DEFAULT. The parties agree that any Default (as defined therein) under the First Naperville Note or the Second Naperville Note shall be a default under the \$1,237,000 Note, the \$200,000 Note, the \$335,000 Note, and all of the other documents evidencing and securing the Existing Loans, including, but not limited to, the following:

A. Mortgage, Security Agreement and Assignment of Rents, dated August 19, 1994 and recorded as Document Number 94768950 in the Office of the Recorder of Deeds of Cook County against the property described in Exhibit "A" attached hereto and as amended hereby, as modified by the Loan Modification Agreement;

B. Junior Mortgage, Security Agreement and Assignment of Rents, dated August 19, 1994 and recorded in the Office of the Recorder of Deed of Cook County as Document Number 94768951, against the property described in Exhibit B attached hereto and amended hereby, as modified by the Loan Modification Agreement;

C. Security Agreement, dated August 19, 1994, by and between Buona and Lender, as modified by the Loan Modification Agreement, as modified by the Loan Modification Agreement; and

D. Pledge and Security Agreement dated August 24, 1994, by and among Buonavolanto, Sr., Buonavolanto and Lender, as modified by the Loan Modification Agreement.

2. AFFIRMATION. Buonavolanto, Sr. and Buonavolanto hereby affirm that those certain Guarantees dated August 19, 1994, made in connection with the Existing Loans remain in full force and effect and unmodified by the terms hereof.

3. CONTINUING FORCE AND EFFECT. Except as amended hereby, all of the documents evidencing and securing the Existing Loans shall remain in full force and effect.

4. TITLE INSURANCE POLICY. Buona, Buonavolanto, Sr. and Buonavolanto shall obtain a date down endorsement to Title Insurance Policy No. 7513517, dated August 31, 1994, covering the date of recording of this Loan Modification Agreement and showing no new title exceptions not approved by Lender.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date aforementioned.

Buona Beef, Inc.,
an Illinois corporation

By: X Carlo Blt
Its _____

X Joseph Buonavolanto Sr.
Joseph Buonavolanto, Sr.

X Carlo Blt
Carlo Buonavolanto

Parkway Bank and Trust Company,
as Trustee aforesaid of
Trust No. 8774

American National Bank and
Trust Company of Chicago, as
Trustee aforesaid of Trust Nos.
107962-09, 106051-03, 110303-01,
and 64530

By: X
Its _____

By: David Rosenfeld
its: AVP

Capitol Bank and Trust

By: [Signature]
Its: [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 and vested in it as such Trustee. It is expressed, intended and agreed that all of the warranties, covenants, representations, conditions, and covenants and agreements herein made on the part of the Trustee are undertaken by the Trustee in its corporate, trustee and not personal capacity. No personal liability or personal responsibility is accepted by or shall at any time be asserted or enforceable against the Trustee or its agents, or any warranty, indemnity, representation, covenant, or agreement or amendment of the Trustee in this instrument.

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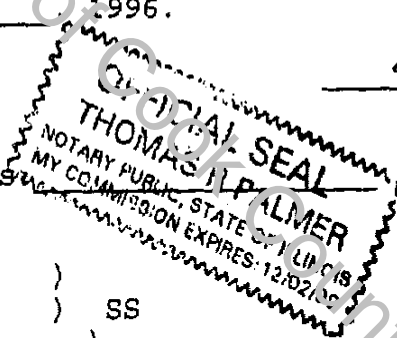
STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Carlo Bonaccorsi personally known to me to be the President of Buona Beef, Inc., an Illinois corporation, and 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 severally acknowledged that as such he, (s)he signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his 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 official seal, this 17th day of December 1996.

Thomas R. Palmer
Notary Public

Commission expires



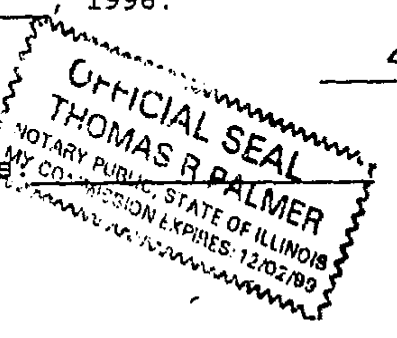
STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Carlo Bonaccorsi personally known to me to be the President of Buona Beef in Lombard, Inc., an Illinois corporation, and 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 severally acknowledged that as such he, (s)he signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his 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 official seal, this 17th day of December 1996.

Thomas R. Palmer
Notary Public

Commission expires



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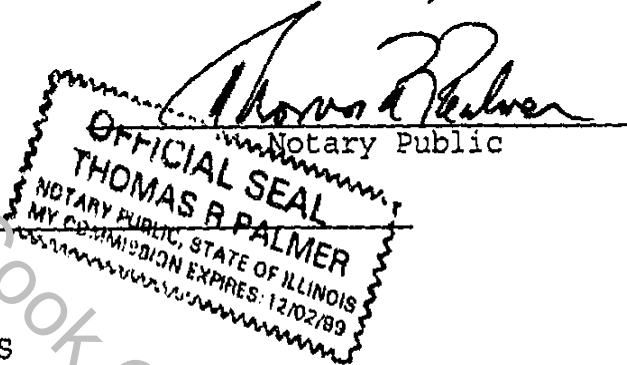
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK

I, Thomas R. Palmer, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT Joseph Buonavolanto, Sr., 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 then acknowledged that he signed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my name and notarial seal this 17th day of December, 1996.

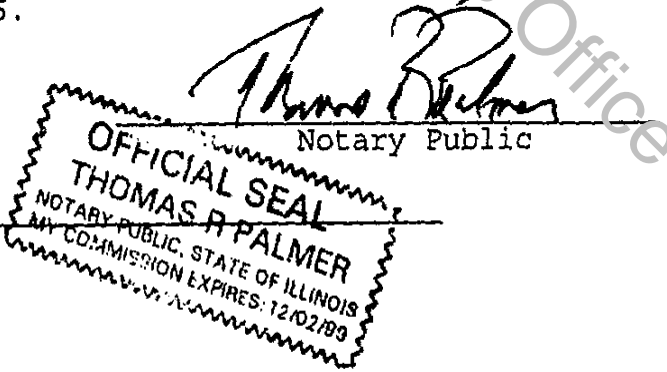


My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK

I, Thomas R. Palmer, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT Carlo Buonavolanto, 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 then acknowledged that he signed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my name and notarial seal this 17th day of December, 1996.



My Commission Expires: _____

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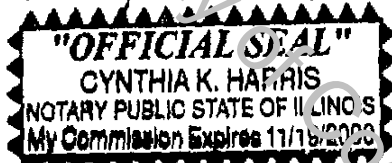
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, CYNTHIA K. HARRIS, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT AVP, of American National Bank and Trust Company of Chicago, as Trustee of Trust Nos. 107962-09, 106051-03, 110303-01, and 64530, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such AVP, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my name and notarial seal this 7 day of January, 1996.



Cynthia K. Harris
Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT _____ of Parkway Bank and Trust Company, as Trustee of Trust No. 8774, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my name and notarial seal this _____ day of _____, 1996.


Notary Public

My Commission Expires: _____

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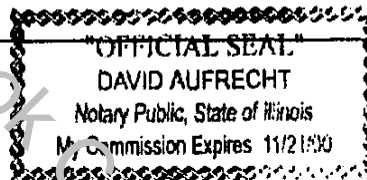
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, David Aufrecht, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT Randy Gussis, of Capitol Bank and Trust, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my name and notarial seal this 17th day of December, 1996.

David Aufrecht
Notary Public

My Commission Expires:



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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

LOT 1 IN E.R. BLISS' SUBDIVISION OF BLOCK 9 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 300 ACRES THEREOF) IN COOK COUNTY, ILLINOIS PIN 16-19-107-008-0000

PARCEL 2:

LOTS 1, 2 AND 3 IN BLOCK 8 IN MCLEAN AND WILLIAMS ADDITION TO OAK PARK, BEING A SUBDIVISION ON SECTION 19, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN 16-19-200-001-0000
and 16-19-200-002-0000

PARCEL 3:

LOTS 1 AND 2 IN BLOCK 1 IN MILLS AND SON'S HARLEM AND NORTH AVENUE SUBDIVISION ON THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN 16-06-102-001-0000
and 16-06-102-002-0000

PARCEL 4:

LOTS 3 AND 4 IN BLOCK 2 IN MILL'S AND SONS HARLEM AND NORTH AVENUE SUBDIVISION OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 1006 FEET OF THE SOUTH 635.24 FEET AND ALSO EXCEPT THE SOUTH 33 FEET THEREOF CONVEYED TO THE VILLAGE OF OAK PARK) IN COOK COUNTY, ILLINOIS.
PIN 16-06-102-003-0000

PARCEL 5:

LOT 45 (EXCEPT THE SOUTH 1/3 THEREOF) AND LOT 46 (EXCEPT THE NORTH 1/3 THEREOF) IN BLOCK 8 IN MC LEAN AND WILLIAMS ADDITION TO OAK PARK, BEING A SUBDIVISION OF BLOCK 8 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 300 ACRES THEREOF), IN COOK COUNTY, ILLINOIS. PIN 16-19-200-053-0000

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EXHIBIT B

LOT 29 (EXCEPT THE SOUTH 10 FEET) AND LOT 30 (EXCEPT THE NORTH 20 FEET) IN BLOCK 6 IN KIRCHMAN JEDLAN'S WESTERN AGENCY AND LOAN CORPORATION, A SUBDIVISION OF LOTS 5 AND 6 IN CIRCUIT COURT PARTITION OF WEST PART OF THE NORTHWEST 1/4 AND WEST PART OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND WEST 36.04 FEET OF SOUTH 1677.42 FEET OF EAST 1/2 OF SOUTHWEST 1/4 OF SAID SECTION 30, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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