97327394

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PREPARED BY AND UPON RECORDATION MAIL TO:

TERRY D. JEFFREY
BURKE, WARREN & MAC KAY, P.C.
330 N. WAPASH AVENUE
22ND FLOCK
CHICAGO, ILLUWOIS 60611

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MORTGAGE PODIFICATION AGREEMENT

"ODMA:PCDOCS/BURKE\_CHF22660\*1

BOX 333-CTT

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#### MORTGAGE MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made and entered into as of March  $\frac{12}{12}$ , 1997, by and between Mid Central Food Sales, Inc., an Illinois corporation (herein called the "Mortgagor") and the American Mational Bank and Trust Company of Chicago (herein called the "Mortgagee").

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#### WITHESSETH That:

WHEREAS the Mortgagor has heretofore executed and delivered to The First National Bank of Chicago ("First National") a certain Assumption and Release Agreement ("Assumption Agreement")dated April 26. 1996 by and among Mortgagor, First National and the Village of Arlington Heights, Illinois. Pursuant to a certain Agreement to Purchase Assets and Assume Liabilities dated October 10, 1996, First National sold to Mortgagee a certain note dated February 15, 1982 in the original principal amount of \$2,475,000 (the "Original Note"). Among other things, Mortgagor is obligated to Mortgagee for payment of principal and interest on the Original Note.

WHEREAS, to secure the Original Note Mortgagor, pursuant to the Assumption Agreement became the obligor to the terms and conditions of a Mortgage 22ted February 15, 1982 and recorded March 22, 1982 as Document 22, 3253547 encumbering certain real property located in Cook County, Illinois described as follows:

#### See Attached for Legal

WHEREAS, The Borrover has requested that Mortgagee extend the naturity of and change the interest race on the loan evidenced by the Original Note ("Loan") and the Bank is villing to do so provided that the Original Note is replaced with a replacement note (herein called the "Replacement Note") of oven date herewith in the stated principal sum of Two Million Seventy Mine Thousand Four Hundred Seventy Two and 55/100 Bollars (\$2,079,472.55) payable to the order of Mortgagee and due and payable if not sooner paid, on April 1, 2002, (herein called the "Mortgage if not bate"), and that the Mortgage be modified and amended we hereinafter set forth and subject to the terms, provisions and conditions hereinafter contained.

NOW THEREFORE, in consideration of the foregoing recitals and of the mutual covenants herein contained, the parties hereto hereby agree as follows:

- 1. Commencing on the date hereof the Original Note shall be replaced by the Replacement Note and the Loan shall be evidenced by the Replacement Note.
- 2. The Mortgage is hereby modified and amended to provide that commencing the date hereof, the Replacement Note is secured

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thereby and all references in the Mortgage to the "Note" shall hereafter be desmed to be a reference to the Replacement Note.

- 3. The interest rate in the Replacement Note shall be equal to 72% of the prime rate of Mortgagee.
- 4. The maturity date of the Loan is hereby extended to the New Maturity Date.
- securing and quaranteeing the Loan (herein together called the "Original Loan Documents") reference is made to any other of the Original Loan Documents, such reference shall be deemed a reference to the Original Loan Documents as hereby modified (oil amended. In all other respects except as modified herein and (o) the replacement of the Original Note with the Replacement (ADE, the Nortgage remains unmodified and in full force and effect.

IN WITHESS WHEREOF, the parties hereto have caused this Mortgage Modification Agreement to be executed by their respective duly authorized officers all on and as of the day, month and year first above written.

Mid Central Po	od Sales, Inc.
Can	
By: Title:F425	W/
Title:	MENT
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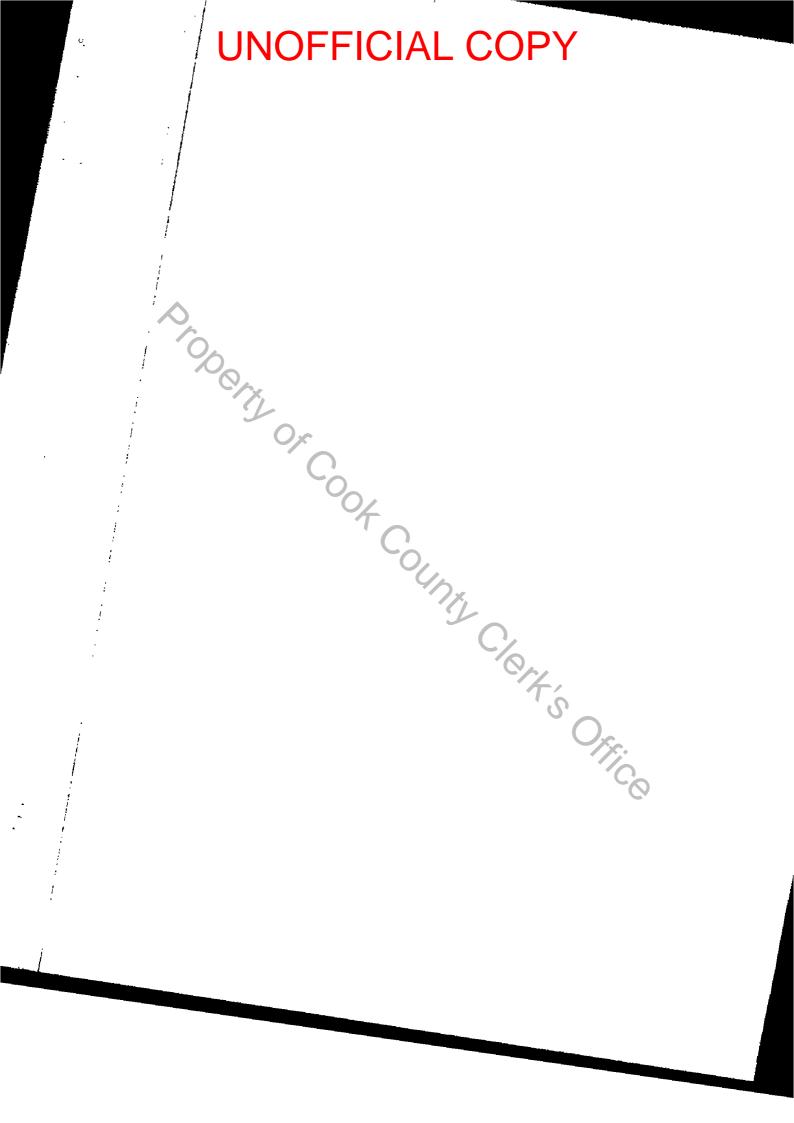
American National Pank and Trust Company of Chicago

By:	Thomas a famele	
Its:	Vice fresident	
	0,5	
	//:	

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COUNTY OF LALL ) SEE  1. LALL ) SEE
day in person and severally acknowledged to me that they, being thereunto duly authorized, signed, delivered said instrument as their own free and voluntary act for the uses and purposes set forth threin.
day of, 1997.
Notary Public
My Commission Expires:  "Official Seal"  IAMES J. RIEBANDY  Nothery Public. State of Illinois  Commission Expires May 25, 2000
COMMANCIDOCS/BLRESS_CHEV226601



STATE OF ILLINOIS )
)ss
COUNTY OF DU PAGE )

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I, DORA TYSZKA DEVLIN, a Notary Public, in and for the County and State aforesaid, Do HEREBY CERTIFY that THOMAS A. FARRELL, Vice President of American National Bank and Trust Company of Chicago, 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 to me that he, being thereunto duly authorized, signed, delivered said instrument as his own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes set forth therein.

Given under my hand and seal and notarial seal this 30th day of April. 1997.

Notary Public

-1674'S OFFICE

My Commission Expires:

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#### Exhibit "A"

#### Legal Description

Lots 17, 18 and 23, n Arlington Water Tower Subdivision, being a Subdivision of part of Lot 6 in the North East Quarter of Section 16, in the Subdivision of Joseph Barnes Farm in Sections 9, 15 and 16. Township 41 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof, registered August 2, 1979 as Document #LR3108761, in Cook County, Illinois. Own as.

October County Clarks Office

Commonly known as:

PI#:

::ODMANPCDOCS\BURKE\_CHT\27266\1

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