FIRST AMENDMENT
TO
DEED OF TRUST

This First Amendment to Deed of Trust ("First Amendment") made as of this 9th day of October, 1987, by and between VIENNA BEEF LTD., an Illinois corporation and VIENNA SAUSAGE MANUFACTURING CO., an Illinois corporation, each with its principal place of business at 2501 North Damen Avenue, Chicago, Illinois 60647 (collectively the "Borrowers") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association ("Trustee").

Borrowers made a Deed of Trust ("Deed of Trust") dated December 26, 1985 in favor of Trustee on the Mortgaged Property to secure the indebtedness of Borrowers to American National Bank and Trust Company of Chicago, a national banking association, with its principal place of business in Chicago, Illinois ("Lender") in the principal sum of $10,000,000, which was recorded with the Recorder of Deeds of Cook County, Illinois on December 27, 1985 as Document No. 85-340211 and rerecorded with the Recorder of Deeds of Cook County, Illinois on February 10, 1986 as Document

TTIC N24-17543-14 / 205917 Pyanian

Legal description affects property on Certificate #87164S and other property

DOCUMENT PREPARED BY AND
SHOULD BE RETURNED TO:

Kathleen A. Finefrock
Schwartz & Freeman
401 N. Michigan Ave.
Chicago, Illinois 60611

BOX 332

Tax Numbers:

14-30-401-019	17-21-100-012
14-30-401-017	17-21-100-028
14-30-401-016	17-21-100-014
17-21-100-016	17-21-100-015
17-21-100-019	17-21-100-013
17-21-100-021	
17-21-100-022	

Street Address:

2501 N. Damen Avenue,
Chicago, Illinois

3754607

No. 86-058527 and filed with the Registrar of Titles of Cook County on December 30, 1985 as Document No. LR 3486638.

This First Amendment, and the Deed of Trust it amends, are a lien on the Land which is located in Chicago, Cook County, Illinois more fully described in Exhibit A.

Borrowers and Lender have entered into a Modification Agreement of even date ("Borrowers' Modification Agreement") which, among other provisions, amends the Secured Revolving Promissory Note dated December 26, 1985 made by Borrowers in favor of Lender in the principal amount of $5,000,000 to increase the principal amount of such Note to $12,000,000 (the Secured Revolving Promissory Note, as amended, is referred to as the "Revolving Note") and to acknowledge that the Secured Term Promissory Note dated December 26, 1985 made by Borrowers in the principal amount of $5,000,000 has been paid in full and discharged.

The Borrowers and Lender wish to amend the Deed of Trust to reflect the terms and conditions of the Modification Agreement.

NOW, THEREFORE, Borrowers and Lender agree as follows:

1. Whenever the Deed of Trust shall refer to the Notes, such reference shall be deemed to be, and hereby is, a reference to the "Revolving Note".

2. The second and third unnumbered paragraphs of the Deed of Trust are deleted in their entirety and the following paragraphs are substituted therefor:

"Borrowers are indebted to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, with its principal office in Chicago, Illinois ('Lender') in the principal sum of TWELVE MILLION AND NO/100 DOLLARS ($12,000,000.00), or so much thereof as may be disbursed to or for one or both of the Borrowers from time to time, which indebtedness is evidenced by the Secured Revolving Promissory Note dated December 26, 1985, as amended by the Modification Agreement dated October 9, 1987, made by Borrowers in favor of Lender to increase the principal amount to $12,000,000 (the Secured Revolving Promissory Note, as amended, is referred to as the 'Revolving Note') which matures on August 31, 1989 and which bears interest at varying rates and which also contains provisions for acceleration in event of default and the terms of which are hereby incorporated by reference and made a part hereof;

The Lien of this Deed of Trust secures, as of the date hereof, without further act, any and all future advances of Lender to Borrowers. The Borrowers and Trustee contemplate that the outstanding principal balance of the Revolving Note may be reduced and increased from time to time by repayments of principal and future advances. Principal amounts repaid by Borrowers shall be available to Borrowers to borrow again. This Deed of Trust shall secure the payment of all advances under the Revolving Note at the time of such advance. The amount secured by this Deed of Trust shall not exceed Fourteen Million Dollars ($14,000,000.00)."

3. Except as specifically amended by this Amendment, all terms and conditions contained in the Deed of Trust shall remain in full force and effect. Any terms used in this First Amendment and not otherwise defined herein shall have the same definition as in the Deed of Trust. In the event any provision of this First Amendment shall conflict with the Deed of Trust, this First Amendment shall

govern. In all other respects, this First Amendment confirms, ratifies and restates the Deed of Trust.

IN WITNESS WHEREOF, the Borrowers have executed this First Amendment to Deed of Trust as of the date first above written.

VIENNA BEEF LTD.

By: James Fischer
Its: _____

By: Albert W. Todman
Its: _____

ATTEST:

By: Leonard L. Sayman
Its: Asst. Secretary

VIENNA SAUSAGE MANUFACTURING CO.

By: James Fischer
Its: _____

By: Albert W. Todman
Its: _____

ATTEST:

Leonard L. Sayman
Its: Asst. Secretary

VIENNA SAUSAGE MANUFACTURING CO.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By: David P. Hor
Its: Vice President

ATTEST:

Christopher E. Hor
Its: COMMERICAL BANKING OFFICER

AMER. NATL. BANK + TRUST CO. OF CHGO.

0 9 7 3 4 6 0 7

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

I, Suni Shimon, a Notary Public in and for said county, in the State aforesaid, do hereby certify that James Bodman, personally known to me to be the President of VIENNA BEEF LTD., James Eisenberg, personally known to me to be the Chairman of the Board of VIENNA BEEF LTD. and Suzanne L. Saxman personally known to me to be the Asst. Secretary of said corporation whose names are subscribed to the within instrument, appeared before me this day in person and severally acknowledged that as such President, Chairman of the Board and Asst. Secretary, they signed and delivered the said instrument of writing and executed the same as their free and voluntary act and deed 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 notorial seal this 9th day of October, 1987.

Suni Shimon
Notary Public

My Commission Expires:

"OFFICIAL SEAL"
Suni Shimon
Notary Public, State of Illinois
My Commission Expires Aug. 20, 1991

3751607

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

I, Sumi Shimizu a Notary Public in and for said county, in the state aforesaid, do hereby certify that James Bodman, personally known to me to be the President of VIENNA SAUSAGE MANUFACTURING CO., James Eisenberg, personally known to me to be the Chairman of the Board of VIENNA SAUSAGE MANUFACTURING CO. and Susanne Salman personally known to me to be the Asst Secretary of said corporation whose names are subscribed to the within instrument, appeared before me this day in person and severally acknowledged that as such President, Chairman of the Board and Asst Secretary, they signed and delivered the said instrument of writing and executed the same as their free and voluntary act and deed 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 notorial seal this 9th day of October, 1987.

Sumi Shimizu
Notary Public

My Commission Expires:

"OFFICIAL SEAL"
Sumi Shimizu
Notary Public, State of Illinois
My Commission Expires Aug. 20, 1991

87516607

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

That part of the South West 1/4 of the South East 1/4 of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, lying West and South of the North Branch of the Chicago River, North of Fullerton Avenue, North East of Elston Avenue and East of the East line of Robey Street, now known as Damen Avenue, as now located, except the following:

Lots 15 to 32 both inclusive, in Block 8 of Fullerton's Addition to Chicago in said South West 1/4 of the South East 1/4 and also excepting the street and alley adjoining said Lots on the East and North; also excepting that part thereof lying East of the following described line:

Commencing at the North East corner of Fullerton and Wolcott Avenues, being also the South West corner of vacated Block 10, in said Fullerton's Addition; thence North 0 Degrees 24 Minutes West in the East line of said Wolcott Avenue, a distance of 141 feet to a point in the North line of the East and West 16 feet alley in said Block 8 extended to the East line of said Wolcott Avenue; thence West, in the North line of said alley extended East, a distance of 37.80 feet; thence North 17 Degrees 30 Minutes East, a distance of 277.17 feet; thence North 3 Degrees 07 Minutes East, a distance of 117.64 feet to the South East corner of a brick building; thence North 4 Degrees 51 minutes West along the Easterly face of said brick building and the same extended Northerly, a distance of 47.83 feet; thence North 2 Degrees 03 Minutes 36 Seconds West, to the Thread of the North Branch of the Chicago River, in Cook County, Illinois.

ALSO

PARCEL 2:

Lot 15, in Block 8 in Fullerton's Addition to Chicago, said Fullerton Addition being a Subdivision of part of the South East 1/4 of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, lying West of the North Branch of Chicago River and that part of the North 1/2 of the North East 1/4 of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, lying West of Chicago River and West of Chicago and Northwestern Railroad, in Cook County, Illinois.

ALSO

PARCEL 3:

Lot 16 in Block 8 in Fullerton's Addition to Chicago, being a Subdivision of the South East 1/4 of Section 30, and of the North East 1/4 of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

PARCEL 4:

Lots 9, 12, 14 and 15 in Bancroft and Walkers Subdivision of Lots 1 and 2 in Block 68 in Canal Trustees' New Subdivision of Blocks in the North West 1/4 of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

PARCEL 5:

The East 40 feet of Lot 6, all of Lot 7 and 8 in Clark's Subdivision of Lot 4 in Block 68 in Canal Trustees' New Subdivision of Blocks in the North West 1/4 of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

PARCEL 6:

Lots 5, 6, 7, 8 and 9 in Assessor's Division of Lot 3 of Block 68 of Canal Trustees' New Subdivision of Blocks in North West 1/4 of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois.

A Portion of Parcel 6 being also described as: West Twenty (20) feet of the South Seventy-Three (73) feet of Lot Three (3) in Block Sixty-Eight (68) in The Canal Trustees' New Subdivision of Blocks in the North West Quarter (1/4) of Section 21, Town 39 North, Range 14, East of the Third Principal Meridian.

The title to the subject property has been registered under "An Act Concerning Land Titles", commonly known as the Torrens Act.
Affects: Part of Parcel 6

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

I, LORI A. SWALLA, a Notary Public in and for said county, in the state aforesaid, do hereby certify that David P. Bolger, personally known to me to be the Vice Pres. of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO and Christopher E. Hoyn personally known to me to be the Comm. Bkng. Offic. of said bank whose names are subscribed to the within instrument, appeared before me this day in person and severally acknowledged that as such Vice Pres. and Comm. Bkng. Offic they signed and delivered the said instrument of writing and executed the same as their free and voluntary act and deed and as the free and voluntary act and deed of said bank for the uses and purposes therein set forth.

GIVEN under my hand and notorial seal this 16th day of October, 1987.

375 1607

"OFFICIAL SEAL"
Lori A. Swalla
Notary Public, State of Illinois
My Commission Expires Apr. 29, 1990

Lori A. Swalla
Notary Public

My Commission Expires:

APRIL 29, 1990

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"IN" DUPLICATE

3754607

89 NOV 16 PM 4:50
HARRY (BUD) SCHUKELL
REGISTRAR OF TITLES

3754607

IDENTIFICATION NO.

3754607

TICOR TITLE INSURANCE
69 WEST WASHINGTON STREET
CHICAGO, ILLINOIS 60602
BOX

NTU 205947