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[Amendment to Indiana First Mortgage]

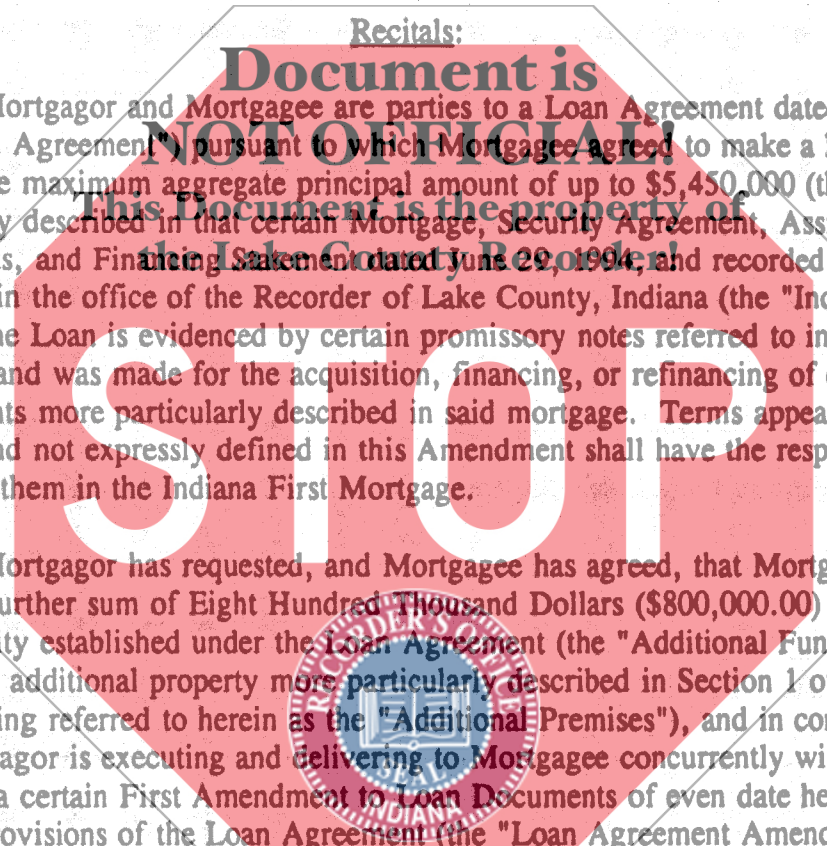
**AMENDMENT TO MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS,
AND FINANCING STATEMENT**

THIS AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FINANCING STATEMENT ("Amendment") is made as of October 26, 1995, by and between TERRY ROBINSON and ELIZABETH ROBINSON (jointly and severally, the "Mortgagor"), and CITICORP LEASING, INC., a Delaware corporation (the "Mortgagee").

Recitals:

A. Mortgagor and Mortgagee are parties to a Loan Agreement dated June 29, 1994 (the "Loan Agreement") pursuant to which Mortgagee agreed to make a loan to Mortgagor in the maximum aggregate principal amount of up to \$5,450,000 (the "Loan"), as more particularly described in that certain Mortgage, Security Agreement, Assignment of Leases and Rents, and Financing Statement dated June 29, 1994, and recorded as Instrument No. 94-049587 in the office of the Recorder of Lake County, Indiana (the "Indiana First Mortgage"). The Loan is evidenced by certain promissory notes referred to in the Indiana First Mortgage and was made for the acquisition, financing, or refinancing of certain land and improvements more particularly described in said mortgage. Terms appearing herein as defined terms and not expressly defined in this Amendment shall have the respective meanings given them in the Indiana First Mortgage.

B. Mortgagor has requested, and Mortgagee has agreed, that Mortgagee loan to Mortgagor the further sum of Eight Hundred Thousand Dollars (\$800,000.00) as an increase in the loan facility established under the Loan Agreement (the "Additional Funding"), to purchase certain additional property more particularly described in Section 1 of this Amendment (being referred to herein as the "Additional Premises"), and in connection therewith Mortgagor is executing and delivering to Mortgagee concurrently with this Amendment (i) a certain First Amendment to Loan Documents of even date herewith amending the provisions of the Loan Agreement (the "Loan Agreement Amendment"), and (ii) a certain Promissory Note in the maximum aggregate principal amount of EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00) (the "Additional Note"), in and by which Additional Note Mortgagor promises to pay the said principal sum, or so much thereof as has been advanced, and interest at the rate and in installments as provided in the Additional Note, with a final payment of the outstanding principal balance and accrued unpaid interest being due on or before the first day of December, 2001. All of said principal and interest is made payable at such place as the holder or holders of the Additional Note (the "Holders") may from time to time, in writing appoint.



Chicago Title Insurance Company

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STATE OF INDIANA
LAKE COUNTY
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MARGARET C. STANAND
RECORDER

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C. As further assurance of payment of the Additional Funding, TRF has acknowledged that its Guaranty covers repayment of the Additional Funding, and TRF has executed an amendment to that certain Amendment to Mortgage, Security Agreement, Assignment of Leases and Rents, and Financing Statement of even date herewith (the "TRF Second Mortgage Amendment"), which encumbers the TRF Properties, pursuant to which the TRF Second Mortgage is being amended to secure the additional guaranty obligations being undertaken by TRF with respect to the Additional Funding.

D. Mortgagor is also executing and delivering to Mortgagee concurrently with this Amendment (i) a certain Amendment to Mortgage, Security Agreement, Assignment of Leases and Rents, and Financing Statement of even date herewith (the "Illinois First Mortgage Amendment"), which encumbers the Illinois Properties, pursuant to which the Illinois First Mortgage is also amended to secure payment of the Additional Funding, and (ii) a certain Amendment to First Contract Assignment of even date herewith (the "Assignment Amendment"), pursuant to which the First Contract Assignment is being amended to secure payment of the Additional Funding. It is intended that all of the Properties (together with the TRF Properties and the property encumbered by the First Contract Assignment) shall secure the Additional Funding and the collective obligations of Mortgagor under the Additional Note and the Loan Agreement Amendment, and that the Additional Premises shall secure the Loan and the collective obligations of Mortgagor and TRF under the Notes, the Loan Agreement, the Illinois First Mortgage, the Indiana First Mortgage, the First Contract Assignment, the TRF Guaranty, and the TRF Second Mortgage, without being limited by any allocation of the indebtedness and obligations thereunder to or among any of the Properties or Additional Premises.

E. Mortgagee may hereafter elect (but hereby undertakes no obligation) to make other loans and/or advance other funds to Mortgagor, which may be evidenced by one or more additional notes or other evidence of indebtedness (herein collectively called "Future Advances"), and it is intended that any and all such indebtedness of Mortgagor to Mortgagee shall be secured by the Indiana First Mortgage without further action of the parties; provided, that the total aggregate amount of all indebtedness secured by the Indiana First Mortgage shall in no event exceed 250% of the amount of the Notes (as described in the Indiana First Mortgage) and the Additional Note. Such Future Advances may also be secured by one or more mortgage(s) or other lien(s) or assignment(s) of property in addition to the Properties and Additional Premises referred to herein (such further property or properties being collectively called "Future Properties").

Agreements

NOW, THEREFORE, in consideration of the Additional Funding evidenced by the Additional Note and the mutual agreements of the parties hereto contained in the Loan Agreement Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee do hereby amend the Indiana First Mortgage as follows:

1. **Grant of Additional Security.** In consideration of the foregoing, and to secure the timely payment of both principal and interest in accordance with the terms and provisions of the Additional Note and in accordance with the terms, provisions and limitations of this Amendment and the Loan Agreement Amendment, and to secure the performance of the covenants and agreements to be performed by Mortgagor contained herein and in each of the Notes, the Loan Agreement, and each of the other Loan Documents (as the same are being amended concurrently herewith), Mortgagor does by these presents CONVEY, MORTGAGE AND WARRANT unto Mortgagee, its successors and assigns, the real estate described in Exhibit A attached hereto (collectively, the "Additional Land") and made a part hereof and all of its estate, right, title and interest therein, situated, lying, and being in the County of Lake and State of Indiana, all of which, with the property hereinafter described, is collectively referred to as the "Additional Premises";

TOGETHER with all easements, rights of way, strips and gores of land, vaults, streets, alleys, water rights, mineral rights, and rights used in connection with the Land or to provide a means of access to the Additional Land, and all tenements, hereditaments and appurtenances thereof and thereto pertaining or belonging, and all underground and overhead passageways and licenses in connection therewith;

TOGETHER with all leasehold estates, right, title and interest of the Mortgagor in any and all of the Operating Leases and all other leases (if any), subleases, management agreements, arrangements, concessions, or agreements, written or oral, relating to the use and occupancy of the Land and improvements or any portion thereof located thereon, now or hereafter existing or entered into, including but not limited to that certain Ground and Building Lease dated November 14, 1978, by and between Ridge Enterprises, as lessor and predecessor in interest to Mortgagor, and T.B., Inc., as lessee (the "TB Lease") and any and all subleases from time to time thereunder;

TOGETHER with all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all accounts receivable by Mortgagor derived from the ownership and/or leasing of the Land or improvements thereon, all of which are intended to be assigned presently and absolutely to Mortgagee as provided in Section 15 of the Indiana First Mortgage notwithstanding any language contained herein to the contrary;

TOGETHER with any and all buildings and improvements now or hereafter erected on the Additional Land, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings and improvements (to the extent of Mortgagor's rights, title, and interests therein) and all tangible personal property owned by Mortgagor now and any time hereafter located on or at the Land or used in connection therewith, including, but not limited to, all goods, machinery, tools, equipment (including fire sprinklers and alarm systems, air conditioning, heating, boilers, refrigerating, electronic monitoring, water, lighting, power, sanitation, waste removal, entertainment, recreational, window or structural cleaning rigs, maintenance and all other equipment of every kind), lobby and all other indoor or outdoor furniture (including tables, chairs,

planters, desks, sofas, shelves, lockers and cabinets), furnishings, appliances, inventory, rugs, carpets and other floor coverings, draperies, drapery rods and brackets, awnings, venetian blinds, partitions, chandeliers and other lighting fixtures, and all other fixtures, apparatus, equipment, furniture, furnishings, and articles used in connection with the operation of the improvements on the Land, it being understood that the enumeration of any specific articles of property shall in nowise result in or be held to exclude any items of property not specifically mentioned; and

TOGETHER with all the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Mortgagor now has or may hereinafter acquire in the Additional Premises, and any and all awards made for the taking by eminent domain, or by any proceedings or purchase in lieu thereof, of the whole or any part of the Additional Premises, including without limitation any awards resulting from the change of grade of streets and awards for severance damages.

All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall for the purposes of the Indiana First Mortgage be deemed to be real estate and conveyed and mortgaged hereby.

2. Additional Obligations Secured. Mortgagor hereby agrees that, in addition to the other covenants and obligations secured by the Indiana First Mortgage, the Indiana First Mortgage and all real and personal property encumbered thereby shall secure (i) the timely payment of both principal and interest in accordance with the terms and provisions of the Additional Note and in accordance with the terms, provisions and limitations of this Amendment and the Loan Agreement Amendment, and (ii) the performance of the covenants and agreements to be performed by Mortgagor contained herein, in the Loan Agreement Amendment, and in each of the Illinois First Mortgage Amendment, the Assignment Amendment, and the TRF Second Mortgage Amendment.

3. Application of Mortgage Covenants. All of the covenants, agreements, undertakings, obligations, and conditions contained in the Indiana First Mortgage are hereby made applicable to the Additional Premises. From and after the date of this Amendment, in the Indiana First Mortgage (a) all references to "Premises" or "Indiana Properties" shall be deemed to mean and include the Additional Premises, (b) all references to "Land" shall be deemed to mean and include the Additional Land, (c) all references to "Notes" shall be deemed to include the Additional Note, (d) all references to "\$5,450,000.00" as the aggregate indebtedness secured thereby shall be deemed to mean and refer to the sum of "\$6,250,000.00" (being the aggregate maximum principal amount of the Notes and Additional Note), (e) all references to the Loan Agreement shall be deemed to mean and refer to the Loan Agreement as amended by the Loan Agreement Amendment, (f) all reference to the First Contract Assignment shall be deemed to mean and refer to the First Contract Assignment as amended by the Assignment Amendment, (g) all references to the

Illinois First Mortgage shall be deemed to mean and refer to the Illinois First Mortgage as amended by the Illinois First Mortgage Amendment, and (h) all references to the TRF Second Mortgage shall be deemed to mean and refer to the TRF Second Mortgage as amended by the TRF Second Mortgage Amendment, (i) all references to the "Loan" shall mean the Loan as defined in the Indiana First Mortgage, together with the Additional Funding, and (j) all references to the Loan Documents shall mean the Loan Documents as defined in the Indiana First Mortgage, as amended as provided above.

4. Mortgagee's Lien For Future Advances. At all times, regardless of whether any proceeds of the Loan have been fully disbursed or shall have been repaid in whole or in part from time to time, the Indiana First Mortgage secures (in addition to the amounts secured hereby) any and all Future Advances, including all commissions, service charges, damages, costs, expenses, and advances due to or incurred by Mortgagee in connection with any such Future Advances; provided, however, that in no event shall the total amount secured hereby exceed two hundred fifty percent (250%) of the aggregate face amount of the Notes (as redefined above). If any such Future Advances are also secured by Future Properties, then, to the extent so agreed by the parties hereto (whether by amendment to the Loan Agreement or by other, separate agreement, and without further amendment to the Indiana First Mortgage or other document of record), (i) all of the Properties and Additional Premises, together with the Future Properties, shall collectively secure all of the obligations referred to herein and the obligations of Mortgagor with respect to such Future Advances, without allocation of the indebtedness among such properties, (ii) all of the cross-default and cross-collateralization provisions in the Indiana First Mortgage shall be applicable to the obligations of Mortgagor with respect to such Future Advances and Future Properties.

5. Amendment Controlling. In the event of a conflict or inconsistency between the provisions of the Loan Documents and the provisions of this Amendment, the provisions of this Amendment shall govern. This Amendment and the Loan Documents are intended to be interpreted in a manner which renders their respective terms and provisions consistent with one another; however, in the event of an inconsistency between this Amendment and the other Loan Documents which cannot reasonably be reconciled, this Amendment is intended to control. The provisions of the Loan Documents are in full force and effect except as amended as described herein, and the Loan Documents as so amended are ratified and confirmed hereby by Mortgagor.

6. Successors and Assigns. This Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

7. Counterparts. This Amendment may be executed in two or more counterparts, each of which may be executed by one or more of the parties hereto, but all of which, when taken together, shall constitute but one agreement.

8. **WAIVER OF JURY TRIAL.** MORTGAGOR, BY ITS EXECUTION HEREOF, HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT UNDER THIS AMENDMENT OR ANY OTHER LOAN DOCUMENTS RELATING THERETO OR ARISING FROM THE LENDING RELATIONSHIP WHICH IS THE SUBJECT OF THIS AMENDMENT AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

9. **Continuation of Liens.** Nothing contained in this Amendment or any of the various amendments and other documents being executed concurrently herewith shall be construed to disturb, discharge, cancel, impair or extinguish the indebtedness and obligations evidenced by the Notes and secured by the Indiana First Mortgage or other Loan Documents or waive, release, impair, or affect the liens or security interests created by the Indiana First Mortgage or other Loan Documents or the validity or priority thereof.

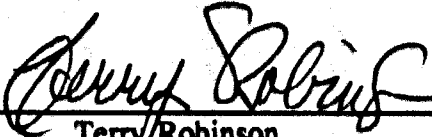
10. **Integration.** This Amendment and the other documents being executed concurrently herewith, together with the Loan Documents, constitute the entire agreement between Mortgagor and Mortgagee with respect to the Loan and the subject matter of the foregoing documents, and all prior writings and discussions and all contemporaneous discussions are hereby merged into and superseded by the provisions of the foregoing documents.

11. **Governing Law.** This Amendment shall be construed, interpreted, and governed by the laws of the State of Illinois, except to the extent that Indiana law shall require that the laws and procedures governing the manner of foreclosure of the Indiana First Mortgage and the exercise of remedies under such mortgage be governed by Indiana law, in which event Indiana law shall apply thereto.

12. **Recourse Provisions.** The provisions of Section 34 of the Indiana First Mortgage limiting Mortgagee's recourse are applicable to this Amendment, and the same are hereby incorporated herein by this reference (subject to the provisions of Section 4 hereinabove.

[Signatures contained on following page]

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused these presents to be signed and delivered as of the date first above written.


Terry Robinson


Elizabeth Robinson

CITICORP LEASING, INC., a Delaware corporation



IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused these presents to be signed and delivered as of the date first above written.

Terry Robinson

Elizabeth Robinson

CITICORP LEASING, INC., a Delaware corporation

Document is
NOT OFFICIAL!

By: _____

This Document is the ^(signature) of
the Lake County Recorder!

Mark S. Glassman

(printed name and title)

STOP



JOINDER AND SUBORDINATION AGREEMENT

The undersigned, as the lessee under that certain Operating Lease of the undersigned upon the Additional Premises, hereby joins in the execution of the foregoing Amendment solely for the purpose of (a) subordinating all of its rights, title, and interests under such Operating Lease (collectively, the "Leasehold") to the liens and provisions of the Indiana First Mortgage as amended by the Amendment, and (b) agreeing that (i) the provisions of the Indiana First Mortgage with respect to casualty, insurance, and condemnation shall control with respect to any contrary or inconsistent provisions of such Operating Lease, (ii) upon the occurrence of an Event of Default as described in Section 11 hereof, Mortgagee shall be entitled to foreclose the Mortgage as against the Leasehold, without regard to whether there is any default by the undersigned under such Operating Lease, and that in the event of any such election, upon the appointment of a receiver or the taking of possession of the Additional Premises by Mortgagee pursuant to Sections 14 or 16, respectively, of the Mortgage, Mortgagee shall be entitled to terminate said Operating Lease and to hold, use, operate, lease, and dispose of the Additional Premises free and clear of the interests of the undersigned as lessee, and (iii) if Mortgagee shall elect in writing not to terminate or foreclose against the Leasehold as against such Operating Lease as provided above, or shall elect in writing to treat such Operating Lease as prior and superior to the Indiana First Mortgage, such Operating Lease shall remain in full force and effect, and the lessee thereunder shall attorn to, and shall be bound to perform such Operating Lease for the benefit of, Mortgagee and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Subordination Agreement as of the date of the Amendment.

T. R. FOODS, INC., an Indiana corporation



Terry Robinson

Terry Robinson, President

STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

I, ALICE F. GALVIN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Terry Robinson and Elizabeth Robinson, who, being 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 acknowledged that each of them signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!
GIVEN under my hand and Notarial Seal this 26th day of October, 1995.

STOP

Alice F. Galvin
(signature)

ALICE F. GALVIN
(printed name) Notary Public



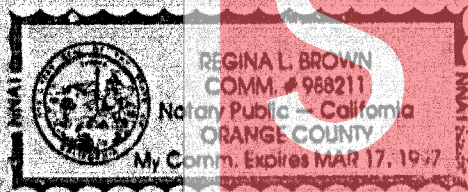
My Commission Expires:
SEPT. 3, 1999.

MY COUNTY OF RESIDENCE: LAKE

STATE OF CA)
) SS.
COUNTY OF Orange)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mark Glassman, a Vice President of Citicorp Leasing, Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of October, 1995.



Regina L. Brown
(signature)

REGINA L. BROWN
(printed name) Notary Public



My Commission Expires:

3-17-95

STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

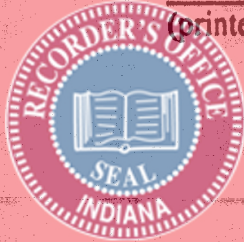
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Terry Robinson, PRESIDENT of T.R. Foods, Inc., an Indiana corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such PRESIDENT, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

This Document is the property of the Lake County Recorder!
GIVEN under my hand and Notarial Seal this 26th day of OCTOBER, 1995.

STOP

Alice F. Galvin
(signature)

ALICE F. GALVIN
(printed name) Notary Public



My Commission Expires:

09-03-99

MY COUNTY OF RESIDENCE: LAKE

This instrument was prepared by:
and shall be returned to:

Scott A. Lindquist
SONNENSCHN NATH & ROSENTHAL
8000 Sears Tower
Chicago, Illinois 60606

Exhibit A

Description of Property

Sizzler Parcel:

Lot 2, South Ridge Second Addition, Block 1, to the Town of Munster, as shown in Plat Book 49, Page 90, in the Recorder's Office of Lake County, Indiana.

KFC Parcels:

Parcel 1: Lot 3, South Ridge Second Addition, Block 1, to the Town of Munster, as shown in Plat Book 49, Page 90, in the Recorder's Office of Lake County, Indiana.

Parcel 2: A parcel of land described as follows: Commencing at the Southeast corner of Lot 16, Block 2, South Ridge Addition to Munster, as shown in Plat Book 20, Page 15, in Lake County, Indiana, and thence North 75 degrees, 56 minutes West a distance of 317.47 feet to the West line of Block 1 of said subdivision; thence North along the West line of said subdivision a distance of 99.96 feet to a point 22.5 feet South of the Southwest corner of Lot 1, South Ridge Addition Block 1, to the Town of Munster, Lake County, Indiana as shown in Plat Book 49, Page 90, in the Recorder's Office of Lake County, Indiana; thence South 75 degrees, 56 minutes, East a distance of 121.70 feet to a point of intersection with the East line of Lot 1, South Ridge Addition Block 1, to the Town of Munster, Lake County, Indiana as shown in Plat Book 49, Page 90, extended South, thence Northerly along said East line, extended South a distance of 22.5 feet to the Southeast corner of Lot 1, South Ridge Addition Block 1, to the Town of Munster, Lake County, Indiana as shown in Plat Book 49, Page 90, in the Recorder's Office of Lake County, Indiana; thence Southeasterly along the South lines of Lots 2 and 3, South Ridge*Addition*Second Block 1, to the Town of Munster, Lake County, Indiana as shown in Plat Book 49, Page 90, in the Recorder's Office of Lake County, Indiana, a distance of 195.68 feet to the Southeast corner of said Lot 3 which is also on the East line of Lot 16, Block 2, South Ridge Addition to the Town of Munster, Lake County, Indiana as shown in Plat Book 20, Page 15, in the Recorder's Office of Lake County, Indiana; thence South along said East line 122.48 feet to the point of beginning.

