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**AMENDMENT TO FIRST CONTRACT ASSIGNMENT**

THIS AMENDMENT TO FIRST CONTRACT ASSIGNMENT ("Amendment") is made as of October 26, 1995, by and between TERRY ROBINSON (the "Assignor") and CITICORP LEASING, INC., a Delaware corporation (the "Assignee").

**Recitals:**

A. Assignor, Elizabeth Robinson (Assignor and Elizabeth Robinson being collectively referred to herein as "Robinsons"), and Assignee are parties to a Loan Agreement dated June 29, 1994 (the "Loan Agreement") pursuant to which Assignee agreed to make a loan to Robinsons in the maximum aggregate principal amount of up to \$5,450,000 (the "Loan"), as more particularly described in that certain Collateral Assignment of Land Contract, Security Agreement, Assignment of Leases and Rents, and Financing Statement dated June 29, 1994, and recorded as Instrument No. 94-049591 in the office of the Recorder of Lake County, Indiana (the "First Contract Assignment"), encumbering the "Property" as therein defined. The Loan is evidenced by certain promissory notes referred to in the First Contract Assignment and was made for the acquisition, financing, or refinancing of certain land and improvements more particularly described in said assignment. Terms appearing herein as defined terms and not expressly defined in this Amendment shall have the respective meanings given them in the First Contract Assignment.

B. Robinsons have requested, and Assignee has agreed, that Assignee loan to Robinsons 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 (being referred to herein as the "Additional Premises") more particularly described in that certain Amendment to Mortgage, Security Agreement, Assignment of Leases and Rents, and Financing Statement of even date herewith (the "Indiana First Mortgage Amendment") which amends the Robinson First Mortgage recorded in Lake County, Indiana (the "Indiana First Mortgage"), and in connection therewith Robinsons are executing and delivering to Assignee concurrently with this Amendment (i) a certain First Amendment to Loan Agreement of even date herewith amending the provisions of the Loan Agreement (the "Loan Agreement Amendment"), (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 Assignor 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 and unpaid interest being due on or before the first day of December, 2001, all of said principal and interest being payable at such place as the holder or holders of the Additional Note (the "Holders") may from time to time, in writing appoint, (iii) a certain Amendment to Mortgage, Security Agreement, Assignment of Rents and Leases, and Financing Statement of even date herewith (the "Illinois First Mortgage Amendment") which amends the Robinson First Mortgage recorded in Cook County, Illinois, to secure payment of the Additional Funding (the "Illinois First Mortgage"), and (iv) the Indiana First Mortgage Amendment") to encumber the Additional Premises and secure payment of the Additional Funding.



Chicago Title Insurance Company

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Handwritten initials and date: 10-29-95

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 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. It is intended that all of the Indiana Properties and Illinois Properties (together with the Property encumbered by the First Contract Assignment) shall secure the Additional Funding and the collective obligations of Assignor under the Additional Note and the Loan Agreement Amendment, and that the Additional Premises shall secure the Loan and the collective obligations of Assignor 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. Assignee may hereafter elect (but hereby undertakes no obligation) to make other loans and/or advance other funds to Assignor, 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 Assignor to Assignee shall be secured by the First Contract Assignment without further action of the parties; provided, that the total aggregate amount of all indebtedness secured by the First Contract Assignment 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").

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, Assignor and Assignee do hereby amend the First Contract Assignment as follows:

1. Additional Obligations Secured. Assignor hereby agrees that, in addition to the other covenants and obligations secured by the First Contract Assignment, the First Contract Assignment and the 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 Assignor contained herein and in each of the Indiana First Mortgage Amendment, the Illinois First Mortgage Amendment, the Loan Agreement Amendment, and the TRF Second Mortgage Amendment.

2. Application of Assignment Covenants. From and after the date of this Amendment, in the First Contract Assignment, (a) all references to the "Indiana Properties" shall be deemed to mean and include the Additional Premises, (b) all references to the "Notes" shall be deemed to include the Additional Note, (c) 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), (d) all references to the "Loan Agreement" shall be deemed to mean and refer to the Loan Agreement as amended by the Loan Agreement Amendment, (e) all reference 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, (f) all references to the "Indiana First Mortgage" shall be deemed to mean and refer to the Indiana First Mortgage as amended by the Indiana First Mortgage Amendment, and (g) 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, (h) all references to the "Loan" shall mean the Loan as defined in the First Contract Assignment, together with the Additional Funding, and (i) all references to the "Loan Documents" shall mean the Loan Documents as defined in the First Contract Assignment, as such documents are amended in connection with the transactions described herein.

3. Assignee'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 First Contract Assignment 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 Assignee in connection with any such Future Advances; provided, however, that in no event shall the total amount secured by the First Contract Assignment 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 First Contract Assignment 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 Assignor 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 First Contract Assignment shall be applicable to the obligations of Assignor with respect to such Future Advances and Future Properties.

4. Amendment Controlling. In the event of a conflict or inconsistency between the provisions of the First Contract Assignment and the provisions of this Amendment, the provisions of this Amendment shall govern. This Amendment and the First Contract Assignment 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 First Contract Assignment 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 Assignor.

5. 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.

6. 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.

7. WAIVER OF JURY TRIAL. ASSIGNOR, 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.

8. 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 First Contract Assignment or other Loan Documents or waive, release, impair, or affect the liens or security interests created by the First Contract Assignment or other Loan Documents or the validity or priority thereof.

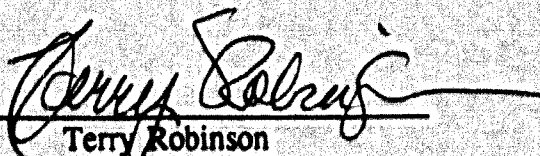
9. Integration. This Amendment and the other documents being executed concurrently herewith, together with the Loan Documents, constitute the entire agreement between Assignor and Assignee with respect to the Loan and the subject matter of the foregoing documents, and all prior writings and discussions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

10. 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 First Contract Assignment and the exercise of remedies under such assignment be governed by Indiana law, in which event Indiana law shall apply thereto.



11. Recourse Provisions. The provisions of Section 34 of the First Contract Assignment limiting Assignee's recourse are applicable to this Amendment, and the same are hereby incorporated herein by this reference.

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

  
Terry Robinson





11. Recourse Provisions. The provisions of Section 34 of the First Contract Assignment limiting Assignee's recourse are applicable to this Amendment, and the same are hereby incorporated herein by this reference.

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

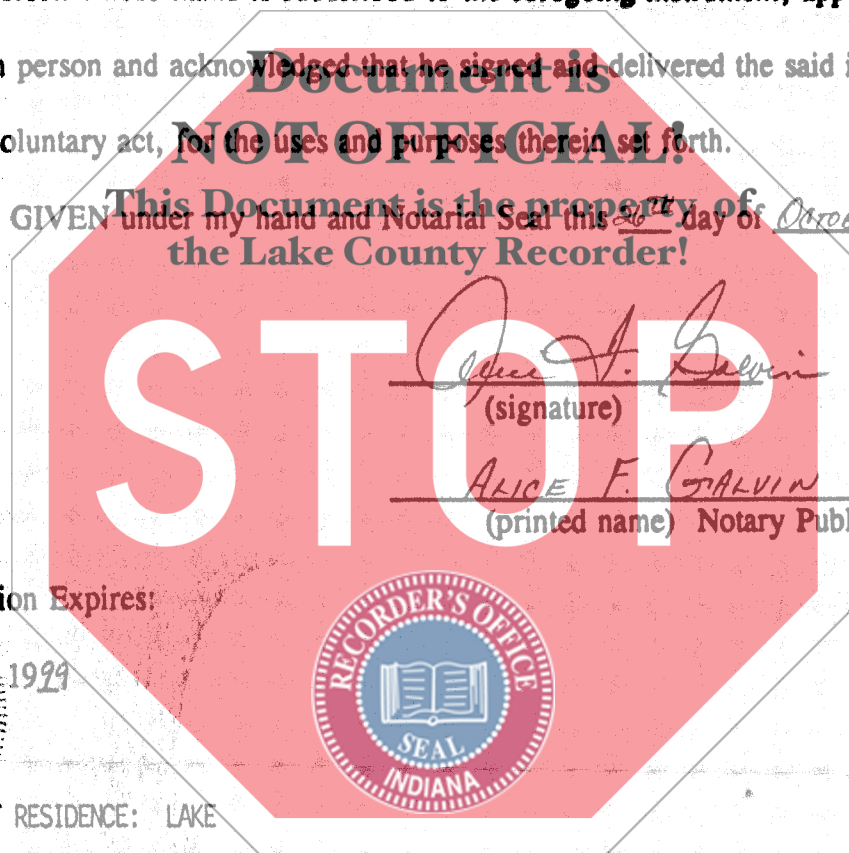
\_\_\_\_\_  
Terry Robinson



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, being 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 that he signed and delivered the said instrument as  
his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20<sup>th</sup> day of OCTOBER, 1995.  
This Document is the property of  
the Lake County Recorder!



Alice F. Galvin  
(signature)

ALICE F. GALVIN  
(printed name) Notary Public

My Commission Expires:

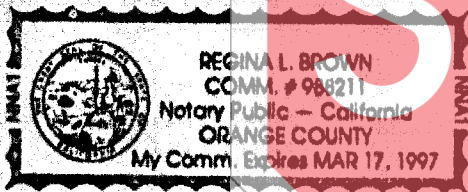
SEPT. 3, 1999

MY COUNTY OF RESIDENCE: LAKE

STATE OF CA )  
 ) SS.  
COUNTY OF Orange )

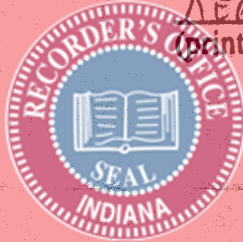
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mark Glassman, a Vice President of Citicorp Leasing, Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such 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 26<sup>th</sup> day of October, 1995.



Regina L. Brown  
(signature)

REGINA L. BROWN  
(printed name) Notary Public



My Commission Expires:

3-17-1997

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.

