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Kim Blomgren
HARRIS BANK GLENCOE
333 Park Ave.
Glencoe, VI
60022

03000499

SECURED LOAN EXTENSION
AND MODIFICATION AGREEMENT I

This Agreement made this 16TH day of October, 1993, by and between HARRIS BANK GLENCOE-NORTHBROOK, N.A., the holder of the Note and Mortgage or Trust Deed securing said Note as hereinafter described, and First American Bank, as Trustee UTA dated 05/01/89 AKA TRUST NO. F8DE-130, REBANKING \$37.50 Home Builders, Inc., Leo Brandess and Janet Brandess 3790 12/07/93 04:51:00 (Debtors). #6897 # *-03-000499

COOK COUNTY RECORDER

WITNESSETH

THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. ORIGINAL LOAN:
 - (a) Date of Loan: 04/02/92
 - (b) Principal Indebtedness: \$402,000.00
 - (c) Interest Rate: Prime + 1.5%
 - (d) Maturity Date: October 16, 1993
2. ORIGINAL MORTGAGE SECURING ORIGINAL LOAN
 - (a) Date of Mortgage: April 2, 1992
 - (b) Date of Recordings: April 7, 1992
 - (c) Place of Recordings: Cook County
 - (d) Document Nos.: 92231808, 92231809
 - (e) Common street address & property Legal: Lot 4 Pony Lane, 836 Pony Lane Northbrook, Illinois 60062 See Exhibit A attached hereto and made a part hereof
3. LOAN MODIFICATION TERMS
 - (a) Remaining Principal indebtedness as of the date of this Agreement: \$402,000.00
 - (b) New Maturity Date of Loan: 02/16/94
 - (c) The subject loan may be paid on or before maturity without penalty;
 - (d) Interest rate on Principal indebtedness during extension period of loan: P + 1.5%
 - (e) Installment payment due on loan prior to Maturity: 3 interest only payments beginning 11/16/93 and continuing at monthly time intervals thereafter. A final payment of the unpaid principal balance plus accrued interest is due at maturity on February 16, 1994.
 - (f) Interest rate on delinquent Principal sum after maturity until paid: Six (6%) over the applicable rate.
 - (g) Interest rate on delinquent payments: \$25.00 or 5% whichever is lessor as permitted by law.

R12-201
RE TITLE SERVICES #

03000499

37.50
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DOE 12345

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DEPARTMENT OF REVENUE

THIS DOCUMENT IS THE PROPERTY OF THE STATE OF ILLINOIS
DEPARTMENT OF REVENUE AND IS LOANED TO YOU FOR YOUR
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WITHOUT THE WRITTEN PERMISSION OF THE STATE OF ILLINOIS
DEPARTMENT OF REVENUE.

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ENCLOSURE



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- (h) Place of payment of loan: payments shall be made at Harris Bank Glencoe-Northbrook, N.A., 333 Park Avenue, Glencoe, Illinois 60022, or at such other place as holder or holders of the subject principal note or notes may from time to time designate in writing.

4. ACCELERATION OF INDEBTEDNESS. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the Debtor shall continue for twenty days after written notice thereof, the entire principal sum secured by said mortgage or trust deed, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal note or notes, become and be due and payable, in the same manner as if this extension had not been granted.

5. DUE ON SALE PROVISIONS. In the event of any sale of the premises securing the subject debt whether by contract sale, direct transfer of title, lease in excess of one year with no option to purchase, lease in excess of five years with or without an option to purchase, assignment of beneficial interest in a land trust, or other such transfer of interest, the entire unpaid principal balance plus interest shall become due and payable.

6. INCORPORATION OF ORIGINAL AGREEMENT. This agreement is supplementary to the original note or notes and the mortgage or trust deed securing same. All the provisions contained in said documents, including the right to declare principal and accrued interest due for any cause specified therein, are incorporated by reference herein, and shall remain in full force and effect except as herein expressly modified.

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CORPORATE DEBTOR(S):

BRANDESS HOME BUILDERS, INC.

① *Leo Brandess*
LEO BRANDESS, CHAIRMAN OF THE BOARD

② *Janet Brandess*
JANET BRANDESS, President

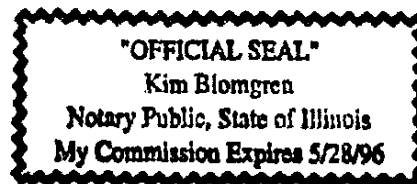
STATE OF ILLINOIS)
COUNTY OF COOK)

CORPORATE ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY that LEO BRANDESS, CHAIRMAN OF THE BOARD and JANET BRANDESS, President of BRANDESS HOME BUILDERS, INC., 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 they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth;

GIVEN under my hand and notarial seal this 16th day of OCTOBER, 1993.

NOTARY PUBLIC *Kim Blomgren*



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COMMISSIONER (NAME)

COMMISSIONER (NAME)

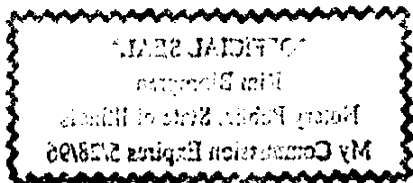
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COMMISSIONER (NAME)



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ACCEPTED AND APPROVED BY
HARRIS BANK GLENCOE-NORTHBROOK, N.A.

BY: *Laurence Pasquesi*
LAURENCE C. PASQUESI, Vice President

ATTEST: *Gary E. Delacy*
GARY E. DELACY, V.P.

STATE OF ILLINOIS)
COUNTY OF COOK)

LENDER'S ACKNOWLEDGEMENT

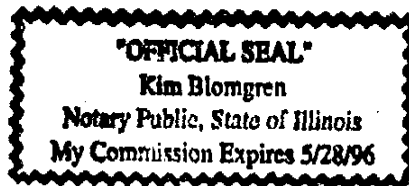
I, the undersigned, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that LAURENCE C. PASQUESI, VICE PRESIDENT, of Harris Bank Glencoe-Northbrook, N.A., an Illinois corporation, and EXECUTIVE VICE PRES. of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRES. and EXECUTIVE VICE PRES., respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and the said Vice President then and there acknowledged that, as custodian of the corporation seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GARY DELACY

GIVEN under my hand and notarial seal this 16th day of October, 1993.

NOTARY PUBLIC *Kim Blomgren*

THIS DOCUMENT PREPARED BY:
Linda Comerci
Harris Bank Glencoe-Northbrook, N.A.
333 Park Avenue
Glencoe, Illinois 60022



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RECEIVED AND APPROVED BY
HARRIS BANK GLENN-NORTHBROOK, N.A.

BY: _____
TREASURER OF BANK

Property of Cook County Clerk's Office

SEAL OF THE COUNTY OF COOK

OFFICE OF THE CLERK

THIS OFFICE HAS RECEIVED FROM THE BANK OF AMERICA, N.A. A CHECK FOR THE SUM OF \$100.00 DATED 10/10/11 IN PAY TO THE ORDER OF THE COUNTY OF COOK. THE CHECK IS BEING DEPOSITED INTO THE COUNTY OF COOK TREASURY ACCOUNT. THE CHECK NUMBER IS 123456789. THE CHECK IS BEING DEPOSITED INTO THE COUNTY OF COOK TREASURY ACCOUNT. THE CHECK IS BEING DEPOSITED INTO THE COUNTY OF COOK TREASURY ACCOUNT.

10/10/11

OFFICIAL SEAL
Kim Elam
Notary Public, State of Illinois
My Commission Expires 2015

THIS OFFICE HAS RECEIVED FROM THE BANK OF AMERICA, N.A. A CHECK FOR THE SUM OF \$100.00 DATED 10/10/11 IN PAY TO THE ORDER OF THE COUNTY OF COOK. THE CHECK IS BEING DEPOSITED INTO THE COUNTY OF COOK TREASURY ACCOUNT. THE CHECK NUMBER IS 123456789. THE CHECK IS BEING DEPOSITED INTO THE COUNTY OF COOK TREASURY ACCOUNT.

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IN TESTIMONY WHEREOF, the parties hereto have executed this agreement the day and year first written herein.

THIS DOCUMENT IS MADE BY FIRST AMERICAN BANK, as TRUSTEE AND ACCEPTED UPON THE EXPRESS UNDERSTANDING THAT FIRST AMERICAN BANK, ENTERS INTO THE SAME NOT PERSONALLY, BUT ONLY AS TRUSTEE AND THAT NO PERSONAL LIABILITY IS ASSUMED BY NOR SHALL BE ASSERTED OR ENFORCED AGAINST FIRST AMERICAN BANK BECAUSE OF, OR ON ACCOUNT OF, THE MAKING OR EXECUTING THIS DOCUMENT OR OF ANYTHING THEREIN CONTAINED, ALL SUCH LIABILITY, IF ANY BEING EXPRESSLY WAIVED, NOR SHALL FIRST AMERICAN BANK, BE HELD PERSONALLY LIABLE UPON OR IN CONSEQUENCE OF ANY OF THE COVENANTS OF THIS DOCUMENT, EITHER EXPRESS OR IMPLIED.

IN WITNESS WHEREOF, FIRST AMERICAN BANK, NOT PERSONALLY BUT AS TRUSTEE, AS AFORESAID, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS Vice President AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED AND ATTESTED BY ITS Asst. Vice President

FIRST AMERICAN BANK, NOT PERSONALLY
BUT AS TRUSTEE UNDER TRUST
NO F89-130 uta DATED 5/31/89

BY: Henry Golden (SEAL)
V.P.

ATTEST: Caldora R. [Signature] (SEAL)
A.V.P.

Exoneration provision restricting any liability
of First American Bank attached hereto
is expressly made a part hereof.

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IN TESTAMENTARY MATTERS, the parties herein have
agreed to this agreement for and your letter written
herein.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

WITNESSES: _____

TESTED AND SUBSCRIBED TO before me this _____ day of _____ 19____

Notary Public for Cook County, Illinois

My Commission Expires _____

Notary Public for Cook County, Illinois

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EXEMPTION OF TRUSTEE

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of First American Bank as said Trustee, are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by First American Bank or any of its directors, officers, employees, or shareholders or for the purpose or with the intention of binding First American Bank or any of its directors, officers, employees, or shareholders personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by First American Bank not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable by any person against First American Bank or any of its directors, officers, employees, or shareholders on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such personal liability, if any, being expressly waived and released and any recovery therefor being limited to the property hereby conveyed and the enforcement of remedies under the documents and instruments creating, securing, or otherwise governing the obligations secured by this instrument; provided however, this clause shall not impair the enforceability or adversely affect the availability of any rights that may otherwise be available to Mortgagee or the obligations of any co-signer, endorser, or guarantor of the obligations secured by this instrument; and provided further, that the foregoing limitations on personal liability shall not impair the validity of the indebtedness secured by Mortgagee's collateral or the lien or security interest on the collateral or the right of Mortgagee as mortgagee or secured party to foreclose and/or enforce rights against the collateral after default by the Mortgagor. Subject to the foregoing, the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are made for the sole benefit of Mortgagee, and no other person or persons, other than Mortgagee's successors or permitted assigns, shall have any benefits, rights, or remedies by reason of such warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee. Nothing herein shall be deemed to be a waiver of any right which Mortgagee may have under sections 506(a), 506(b), 1111(b) or any other provision of the Bankruptcy Reform Act of 1978, as at any time amended or reinstated, to file a claim for the full amount of the debt owing to Mortgagee in the event Mortgagor or its beneficiary should become the subject of a petition for bankruptcy or reorganization or to require that all collateral shall continue to secure all of the indebtedness owing to Mortgagee in accordance with the documents and instruments creating, securing, or otherwise governing the obligations secured by this instrument.

Property

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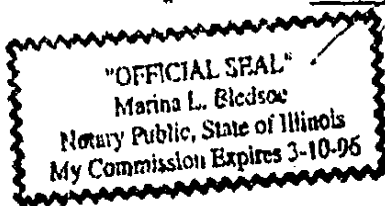
STATE OF ILLINOIS)
COUNTY OF ~~COOK~~)
KANE

LAND TRUSTEE'S ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Trust Officer of First American Bank, and KAREN VODDEN & DEBORAH R. KLINE of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Trust Officer and~~ V.P. & U.P., respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said V.P., then and there did affix the corporate seal of said Bank to said instrument as their own and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30TH day of November, 1982.

Notary Public Marina L. Bledsoe



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EXHIBIT A

COMMON STREET ADDRESS: LOT 4 PONY LANE 836 PONY LANE
NORTHBROOK, IL 60062

PERMANENT INDEX NO. (S): 04-07-110-041-0000

LEGAL DESCRIPTION:

PARCEL 1:

LOT 4 IN AVANTI RIDGE, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN EASEMENT AGREEMENT FOR INGRESS AND EGRESS DATED SEPTEMBER 23, 1988 AND RECORDED OCTOBER 19, 1988 AS DOCUMENT 884B1832 FOR INGRESS AND EGRESS OVER PROPERTY DESCRIBED AS FOLLOWS: THAT PART OF THE NORTH WEST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE NORTH LINE OF THE NORTH WEST 1/4 AFORESAID 1152.00 FEET EAST OF THE NORTH WEST CORNER THEREOF; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE 267.19 FEET TO A POINT 452.59 FEET WEST OF THE NORTH EAST CORNER OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 7 AFORESAID; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 70.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 20 MINUTES 00 SECONDS WEST 13.00 FEET; THENCE NORTH 90 DEGREES EAST 223.14 FEET; THENCE NORTH 00 DEGREES EAST 1.00 FEET; THENCE NORTH 90 DEGREES EAST 20.00 FEET; THENCE SOUTH 00 DEGREES EAST 1.00 FEET; THENCE NORTH 90 DEGREES EAST 25.00 FEET; THENCE SOUTH 87 DEGREES 07 MINUTES 50 SECONDS EAST 99.88 FEET; THENCE SOUTH 12 DEGREES 32 MINUTES 34 SECONDS EAST 20.49 FEET; THENCE NORTH 90 DEGREES EAST 55.50 FEET TO A LINE 25.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 7 AFORESAID; THENCE NORTH 00 DEGREES 08 MINUTES 40 SECONDS EAST ALONG SAID PARALLEL LINE 9.00 FEET; THENCE NORTH 14 DEGREES 14 MINUTES 45 SECONDS WEST 40.23 FEET TO A LINE 35 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 7 AFORESAID; THENCE NORTH 00 DEGREES 08 MINUTES 40 SECONDS EAST ALONG SAID PARALLEL LINE 10.00 FEET TO THE SOUTH LINE OF DUNDEE ROAD AS DESCRIBED IN CONDEMNATION CASE 69L18272; THENCE NORTH 90 DEGREES WEST ALONG THE LAST DESCRIBED LINE 67.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 4.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 102.77 FEET; THENCE SOUTH 78 DEGREES 41 MINUTES 25 SECONDS WEST 81.58 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 168.15 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

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