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***This Document Prepared By And
When Recorded Return To:***

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Eugene "Gene" Moore Fee: \$40.50
Cook County Recorder of Deeds
Date: 08/13/2004 10:38 AM Pg: 1 of 9

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SECOND MODIFICATION AND EXTENSION AGREEMENT

THIS SECOND MODIFICATION AND EXTENSION AGREEMENT made as of the 4th day of June 2004, by and between MCB PROPERTIES, L.L.C., an Illinois limited liability company ("**Borrower**"), KENNETH J. WEBER and KATHERINE G. WEBER, each individually (sometimes hereinafter jointly referred to as "**Guarantors**"), and HERITAGE COMMUNITY BANK, an Illinois banking association ("**Lender**").

WITNESSETH:

WHEREAS, on or about March 4, 2003, Lender made a loan ("**Loan**") to Borrower in the amount of EIGHT HUNDRED NINETY-ONE THOUSAND AND NO/100 DOLLARS (\$891,000.00) to finance the acquisition and development of a five-story office building ("**Project**") upon the real estate commonly known as 178 West Randolph Street, Chicago, Illinois, as legally described in Exhibit A attached hereto ("**Land**");

WHEREAS, the Loan is evidenced and secured by the following instruments, each dated as of March 4, 2003, unless otherwise noted ("**Loan Instruments**"):

1. Construction Loan Agreement between Borrower and Lender ("**Loan Agreement**");
2. Construction Note made by Borrower payable to Lender in the amount of EIGHT HUNDRED NINETY-ONE THOUSAND AND NO/100 DOLLARS (\$891,000.00) ("**Construction Note**");
3. Construction Mortgage from Borrower to Lender covering the Land, and recorded in the Cook County Recorder's Office, Cook County, Illinois on March 26, 2003, as Document No. 0030406895 ("**Mortgage**");
4. Assignment of Rents and Leases from Borrower to Lender, recorded in the Cook County Recorder's Office, Cook County, Illinois on March 26, 2003, as Document No. 0030406896 ("**Assignment of Rents**");
5. Guaranty of payment and performance by the Guarantors;
6. Environmental Indemnity Agreement from Borrower and Guarantors to Lender covering the Land and the Project;

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WHEREAS, the term and provisions of the Loan Documents were modified and amended by that certain Modification and Extension Agreement dated March 4, 2004, and recorded in the Cook County Recorder's Office, Cook County, Illinois on May 11, 2004 as Document No. 0413203067, whereby the Interest Rate was modified and the Maturity Date of the Loan was extended to June 4, 2004;

WHEREAS, as of the date of this Agreement there is a principal balance on the Loan in the amount of EIGHT HUNDRED SEVENTEEN THOUSAND ONE HUNDRED SEVENTY-TWO AND 48/100 DOLLARS (\$817,172.48); and

WHEREAS, Lender, Borrower and Guarantors have agreed to modify the Loan Documents as hereinafter provided, so as to increase the amount of the Loan.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. **Extension Fee** Simultaneously with the execution of this Agreement, and as a condition precedent to the modification of the Loan Instruments hereby, Borrower shall pay to Lender a non-refundable fee in the amount of FOUR THOUSAND EIGHTY-SIX AND NO/100 DOLLARS (\$4,086.00) (the "**Extension Fee**").

2. **Interest Reserve Account Deposit**. Simultaneously with the execution of this Agreement, and as a condition precedent to the modification of the Loan Instruments hereby, Borrower shall deposit the sum of TWENTY-SIX THOUSAND AND NO/100 DOLLARS (\$26,000.00) (the "**Interest Deposit**") into deposit account number 937992700 with Lender (the "**Interest Reserve Account**"), which shall be used exclusively to pay accrued interest on the Loan as and when the same shall become due. Pursuant to the terms of Section 3.3 of the Loan Agreement, Lender is authorized and directed to automatically deduct interest payments from the Interest Reserve Account monthly in arrears on the fourth (4th) day of each month (or, if said day is not a business day, then on the first business day thereafter); provided, however, that in the event that the balance in the Interest Reserve Account is insufficient to pay any interest payment when due, said interest payment shall be paid by Borrower to Lender.

3. **Modification of Loan Instruments**. Subject to the terms and provisions herein contained, and subject to the payment of the Extension Fee and the deposit of the Interest Deposit as provided in Paragraphs 1 and 2 hereof, the Loan Agreement and the corresponding provisions of the other Loan Instruments shall be modified and amended effective as of the date hereof so as to provide as follows:

(a) **Maturity Date**. The Maturity Date of the Loan is hereby extended to December 4, 2004.

(b) **Disbursements**. Borrower hereby acknowledges and agrees that from and after the date hereof, no further disbursements of Loan Proceeds or Construction Disbursements (as such terms are defined in the Loan Agreement) shall be made available to Borrower pursuant to the terms of the Loan Agreement; provided, however, that nothing herein contained shall be construed to limit or impair the rights of Lender to make advances

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directly to itself or third parties for payment or reimbursement of all interest, charges, reasonable costs and expenses incurred by Lender in connection with the Loan, as more particularly described in Section 3.5(c) of the Loan Agreement.

4. **Reaffirmation of Loan Instruments.** Except as expressly herein provided, Borrower, Guarantors and Lender hereby reaffirm and incorporate herein by reference each and every term, provision, representation and warranty contained in the Loan Instruments, and Borrower, Guarantors and Lender agree that said terms, provisions, representations and warranties shall remain in full force and effect.

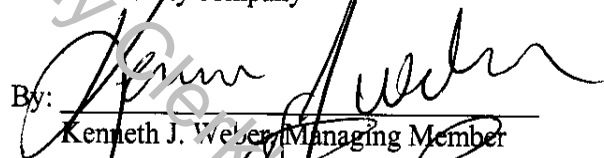
5. **Reaffirmation of Guaranty.** Guarantors hereby consent to the terms and conditions of this Agreement, and further reaffirm the Guaranty and agree that it shall continue to secure the Loan, as modified hereby.

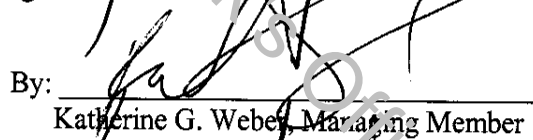
6. **Attorneys' Fees and Costs.** Upon execution of this Agreement, Borrower shall pay any and all attorneys' fees and costs incurred by Lender in connection with the preparation, negotiation and perfection of this Agreement, including recording and title charges.

7. **Counterparts.** This Agreement may be executed by the parties hereto in any number of counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and acknowledged as of the day and year first above written.

MCB PROPERTIES, L.L.C., an Illinois
limited liability company

By: 
Kenneth J. Weber, Managing Member

By: 
Katherine G. Weber, Managing Member

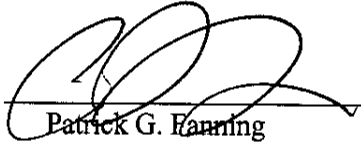

KENNETH J. WEBER, individually


KATHERINE G. WEBER, individually

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IN WITNESS WHEREOF, Lender has caused these presents to be executed the day and year first above written.

HERITAGE COMMUNITY BANK, an
Illinois banking association

By: 
Patrick G. Fanning
Senior Vice President

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that KENNETH J. WEBER and KATHERINE G. WEBER, personally known to me to be the Managing Members of **MCB PROPERTIES, L.L.C.**, an Illinois limited liability company, and the same persons whose names are subscribed to the foregoing instrument as such Managers, appeared before me this day in person and acknowledged to me that they signed and delivered the said instrument as their own free and voluntary act and the free and voluntary act of said LLC for the uses and purposes therein set forth.

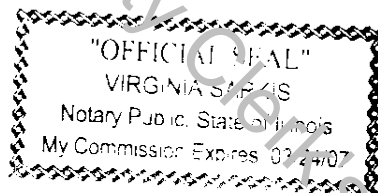
GIVEN under my hand and Notarial Seal this 10th day of August, 2004.

Virginia Sauter

NOTARY PUBLIC

My Commission Expires:

03-24-07



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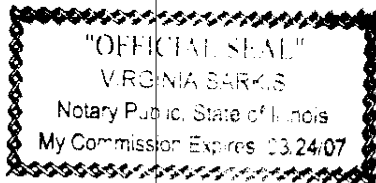
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **KENNETH J. WEBER**, the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of August, 2004.

Virginia Sallis
NOTARY PUBLIC

My Commission Expires:
03-24-07



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

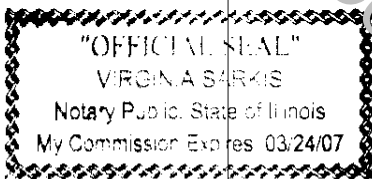
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **KATHERINE G. WEBER**, the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of August, 2004.

Virginia Saluis
NOTARY PUBLIC

My Commission Expires:

03-24-07



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

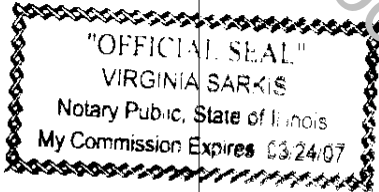
I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that PATRICK G. FANNING, personally known to me to be the Senior Vice President of **HERITAGE COMMUNITY BANK**, an Illinois banking association, personally appeared before me this day in person and acknowledged to me that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of August, 2004.

Virginia Sarkis
NOTARY PUBLIC

My Commission Expires:

03-24-07



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EXHIBIT A

THE LAND

THE WEST ½ OF THE EAST ½ OF LOT 6 IN BLOCK 33 IN ORIGINAL TOWN OF CHICAGO
IN THE SOUTHEAST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 178 West Randolph Street
Chicago, Illinois

Permanent Index Nos.: 17-09-433-010-8001
17-09-433-010-8002

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