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

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Cook County Recorder of Deeds
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For Recorder's Use Only

MODIFICATION AND EXTENSION AGREEMENT

THIS MODIFICATION AND EXTENSION AGREEMENT is made as of the 5th day of May, 2006, by and between PRAIRIE BANK AND TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated October 3, 2001, and known as Trust No. 01-089 (the "**Trust**"), and PRAIRIE BANK AND TRUST COMPANY, an Illinois banking corporation ("**Lender**").

WITNESSETH:

WHEREAS, on or about November 5, 2004, Lender made a construction loan (the "**Loan**") to the Trust and the Beneficiary of the Trust (the "**Beneficiary**") in the original principal amount of TWO MILLION FOUR HUNDRED SIXTY-FIVE THOUSAND FOUR HUNDRED NINETEEN AND NO/100 DOLLARS (\$2,465,419.00) to finance construction and development of a twenty-unit residential condominium building (the "**Project**") upon the parcel or parcels of real property commonly known as 2323 West 183rd Street, Homewood, Cook County, Illinois 60430, as legally described on Exhibit A attached hereto (the "**Land**"); and

WHEREAS, the Beneficiary owns one hundred percent (100%) of the beneficial interest and power of direction in the Trust; and

WHEREAS, the Beneficiary and the Trust are sometimes hereinafter jointly referred to as "**Borrower**"; and

WHEREAS, the Loan is evidenced and secured by the following instruments, each dated as of November 5, 2004, unless otherwise noted (hereinafter collectively referred to as the "**Loan Instruments**"):

1. Construction Loan Agreement between Borrower and Lender (the "**Loan Agreement**");
2. Construction Note made by Borrower and payable to Lender in the original principal amount of TWO MILLION FOUR HUNDRED SIXTY-FIVE THOUSAND FOUR HUNDRED NINETEEN AND NO/100 DOLLARS (\$2,465,419.00) (the "**Note**");
3. Construction Mortgage executed by the Trust to and for the benefit of Lender covering the Land, and recorded in the Cook County Recorder's Office, Cook County, Illinois on November 19, 2004, as Document No. 0432446209 (the "**Mortgage**");

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4. Assignment of Rents and Leases executed by the Trust to and for the benefit of Lender, and recorded in the Cook County Recorder's Office, Cook County, Illinois on November 19, 2004, as Document No. 0432446210 (the "**Assignment of Rents**");
5. Guaranty executed by certain guarantors of the Loan ("**Guarantors**") to and for the benefit of Lender (the "**Guaranty**");
6. Guaranty of Completion and Performance executed by Guarantors to and for the benefit of Lender;
7. Environmental Indemnity Agreement executed by the Beneficiary and Guarantors to and for the benefit of Lender;
8. Security Agreement (Assignment of Beneficial Interest) given by the Beneficiary to and for the benefit of Lender, collaterally assigning to Lender one hundred percent (100%) of the beneficial interest and power of direction in the Trust;
9. Collateral Assignment of Construction Contract executed by the Beneficiary to and for the benefit of Lender;
10. Collateral Assignment of Architect's Contract executed by the Beneficiary to and for the benefit of Lender;
11. Subordination Agreement executed by Lender, as Senior Mortgagee, and Joanne Yangas, as Independent Executor of the Estate of Anna O. Yangas, as successor-in-interest and heir to the Estate of Louis P. Yangas, as Junior Mortgagee, recorded in the Cook County Recorder's Office, Cook County, Illinois, on November 19, 2004, as Document No. 0432446211;
12. UCC-1 Financing Statement perfecting Lender's security interest in the beneficial interest in the Trust, filed with the Illinois Secretary of State's Office;
13. Disbursement Authorization executed by the Beneficiary; and
14. Any and all other documents and instruments evidencing and securing the Loan.

WHEREAS, as of the date hereof, there is an outstanding principal balance on the Loan in the amount of ONE MILLION SIX HUNDRED EIGHTY-EIGHT THOUSAND FIVE HUNDRED TWENTY-ONE AND 78/100 DOLLARS (\$1,688,521.78); and

WHEREAS, Lender and the Trust have agreed to modify and amend the Loan Instruments as hereinafter provided;

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

1. **Loan Fee.** Upon the execution of this Agreement, the beneficiary of Borrower shall pay to Lender a non-refundable Loan Fee in the amount of ONE THOUSAND NINE HUNDRED NINETY-FIVE AND 81/100 DOLLARS (\$1,995.81).

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2. **Modification of Loan Instruments.** Subject to the terms and provisions herein contained, and subject to the payment of the Loan Fee as set forth in Paragraph 1, above, the terms and provisions of the Loan Agreement, and the corresponding provisions of the other Loan Instruments, are hereby 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 November 5, 2006.

(b) **Loan Amount.** The amount of the Loan is hereby increased to TWO MILLION SIX HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$2,665,000.00).

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

4. **Attorneys Fees and Costs.** 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.

5. **Counterparts.** This instrument 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.

6. **Trustee's Exculpation.** This instrument is executed by Prairie Bank and Trust Company, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Prairie Bank and Trust Company hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Prairie Bank and Trust Company personally to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every such person now or hereafter claiming any right or security hereunder.

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

EXCULPATORY CLAUSE

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 force and effect shall be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee 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 said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no personal liability or personal responsibility is assumed by her shall at any time be asserted or enforceable against PRAIRIE BANK AND TRUST COMPANY under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

PRAIRIE BANK AND TRUST COMPANY

PRAIRIE BANK AND TRUST COMPANY,
not personally but as Trustee as aforesaid

By: *Sandra J. Russee*

Its Trust Officer

ATTEST:

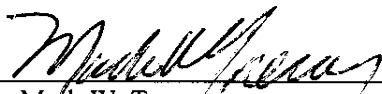
By: *Quen M. Stein*

Its Assistant Trust Officer

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

**PRAIRIE BANK AND TRUST
COMPANY**, an Illinois banking corporation

By: 
Mark W. Trevor
Executive Vice President

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ACKNOWLEDGEMENT AND CONSENT BY JUNIOR MORTGAGEE

The undersigned hereby acknowledges and agrees that JOANNE YANGAS, as Independent Executor of the Estate of ANNA O. YANGAS, as successor-in-interest and heir to the Estate of LOUIS P. YANGAS ("Junior Mortgagee"), as Junior Mortgagee under that certain Subordination Agreement executed by and between Junior Mortgagee and PRAIRIE BANK AND TRUST COMPANY, an Illinois banking corporation ("Senior Mortgagee"), recorded in the Cook County Recorder's Office, Cook County, Illinois, on November 19, 2004, as Document No. 0432446211 (the "Subordination Agreement"), hereby consents to the terms and conditions of the foregoing Modification and Extension Agreement dated as of May 5, 2006 (the "Modification Agreement"), which modifies and amends the Loan Instruments evidencing and securing the Loan from Senior Mortgagee to PRAIRIE BANK AND TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated October 3, 2001, as Trust No. 01-089 (the "Trust"), and the Beneficiary of the Trust (the Trust and the Beneficiary of the Trust are jointly referred to herein as "Borrower"), in the original principal amount of TWO MILLION FOUR HUNDRED SIXTY-FIVE THOUSAND FOUR HUNDRED NINETEEN AND NO/100 DOLLARS (\$2,465, 419.00). Said Modification Agreement modifies and amends the terms of the Loan Instruments so as to extend the Maturity Date of the Loan to November 5, 2006, and increase the Loan Amount to \$2,665,000.00.

Junior Mortgagee hereby reaffirms and incorporates herein by reference each and every term, provision, representation and warranty contained in the Subordination Agreement, and further agrees that said terms, provisions, representations and warranties shall remain in full force and effect.

JUNIOR MORTGAGEE:

JOANNE YANGAS, as Independent
Executor of the Estate of ANNA O.
YANGAS, as successor-in-interest and
Heir to the Estate of LOUIS P. YANGAS

By: 

Joanne Yangas
Independent Executor

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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 Sandra T. Russell as Trust Officer, and Karen M. Fine, as Asst. Trust Officer of **PRAIRIE BANK AND TRUST COMPANY**, an Illinois banking corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Asst. Trust Officer 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 Trustee as aforesaid, for the uses and purposes therein set forth; and the said Asst. Trust Officer then and there acknowledged that the Asst. Trust Officer as custodian of the corporate seal of said Trustee, did affix the seal of said Trustee to said instrument as the free and voluntary act of said Asst. Trust Officer and as the free and voluntary act of said Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of June, 2009.



Peggy Crosby
NOTARY PUBLIC

My Commission Expires:
4-28-10

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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 MARK W. TREVOR, personally known to me to be the Executive Vice President of **PRAIRIE BANK AND TRUST COMPANY**, an Illinois banking corporation, 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 29th day of June, 2006.



Andrea Gutierrez Sala
NOTARY PUBLIC

My Commission Expires:

3/11/07

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STATE OF ILLINOIS)
) SS
COUNTY OF IL)

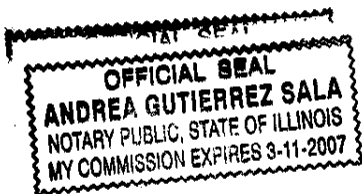
I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that **JOANNE YANGAS**, is personally known to me to be the **Independent Executor of the Estate of ANNA O. YANGAS, as successor-in-interest and heir to the Estate of LOUIS P. YANGAS**, and is the same person whose name is subscribed to the foregoing instrument as such Independent Executor, 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 and as her free and voluntary act as Executor of the Estate of ANNA O. YANGAS as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of June, 2006.

Andrea Gutierrez Sala
NOTARY PUBLIC

My Commission Expires:

3-11-07



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EXHIBIT A

LEGAL DESCRIPTION - THE LAND

THAT PART OF LOTS 1 AND 2 IN THE SUBDIVISION OF THE NORTH 462 FEET OF THAT PART OF THE NORTHWEST ¼ LYING WESTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD AND THAT PART OF THE NORTHWEST ¼ OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE 33 FEET SOUTH (MEASURED AT RIGHT ANGLES) OF THE NORTH LINE OF THE NORTHWEST ¼ OF SECTION 6 WITH A LINE 560 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST ¼ OF SECTION 6; THENCE SOUTH ON SAID PARALLEL LINE A DISTANCE OF 120 FEET TO A POINT; THENCE WEST ON A LINE 153 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST ¼ OF SECTION 6 A DISTANCE OF 60 FEET TO A POINT; THENCE SOUTH ON A LINE 500 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST ¼ OF SECTION 6, A DISTANCE OF 30 FEET TO A POINT; THENCE WEST ON A LINE 183 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST ¼ OF SECTION 6, A DISTANCE OF 110 FEET TO A POINT; THENCE SOUTH ON A LINE 390 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST ¼ OF SECTION 6, A DISTANCE OF 279.10 FEET TO A POINT; THENCE WEST ON A STRAIGHT LINE WHICH MAKES AN ANGLE OF 89 DEGREES 58 MINUTES 15 SECONDS WITH THE LAST NAMED PARALLEL LINE WHEN TURNED FROM NORTH TO WEST, A DISTANCE OF 38.59 FEET TO A POINT; THENCE SOUTH ON A LINE 350.81 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST ¼ OF SECTION 6, TO THE POINT OF INTERSECTION WITH A LINE 180 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF FLOSSWOOD SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SAID SECTION 6; THENCE EASTERLY ON THE LAST NAMED PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 581 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST ¼ OF SECTION 6; THENCE NORTH ON THE LAST NAMED PARALLEL LINE, A DISTANCE OF 286.95 FEET TO A POINT; THENCE EASTERLY ON A STRAIGHT LINE, SAID LINE WHICH IS 467 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF FLOSSWOOD SUBDIVISION, A DISTANCE OF 68 FEET TO A POINT; THENCE NORTHERLY ON A STRAIGHT LINE, SAID LINE WHICH IS 649 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 6, TO THE POINT OF INTERSECTION WITH A LINE 33 FEET SOUTH (AS MEASURED AT RIGHT ANGLES) OF THE NORTH LINE OF THE NORTHWEST ¼ OF SECTION 6; THENCE WESTERLY ON THE LAST NAMED LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common address: 2323 West 183rd Street
Homewood, Illinois 60430

Permanent Index Nos.: 32-06-100-072-0000
32-06-100-076-0000