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THIS INSTRUMENT PREPARED BY
AND PLEASE RETURN TO:

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Doc#: 0720018048 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/19/2007 01:01 PM Pg: 1 of 6

SECOND AMENDMENT TO FORBEARANCE AGREEMENT

THIS SECOND AMENDMENT TO FORBEARANCE AGREEMENT ("Amendment"), dated as of the 16th day of July, 2007, is made by and between **Northstar Trust Company**, as Trustee under Trust Agreement dated June 12, 2003 and known as Trust 03-6200 ("Trustee"), Gettysburg Development Corporation, an Illinois corporation ("Beneficiary"), **Larry M. McKone** ("McKone" or "Guarantor") (Trustee and Beneficiary are sometimes referred to collectively as "Borrower") and **MR FINANCIAL BANK, N.A.** ("Lender"; Lender, Beneficiary, Trustee and Guarantor being sometimes referred to individually herein as a "Party" and collectively as "Parties").

RECITALS

A. The Parties entered into that certain Forbearance Agreement dated December 29, 2006 recorded with the Cook County Recorder of Deeds on January 31, 2007 as Document 0703122082 (the "**Forbearance Agreement**"). All initially capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Forbearance Agreement.

B. The Forbearance Agreement was amended by an Amendment to Forbearance Agreement dated May 18, 2007 and recorded with the Cook County Recorder of Deeds on May 31, 2007 as Document 0715139121. ("First Amendment")

C. The Trustee is currently the owner of record of the land on which the Project was developed legally described in **Exhibit 1** attached hereto, commonly known as 601 and 701 W. Rand Road, Arlington Heights, Illinois.. The Beneficiary is the sole beneficiary of Trust 03-6200.

D. Trustee, Beneficiary and Guarantor have requested and Lender has agreed to, an extension of the term of the Forbearance Agreement, and the Parties have agreed to amend the Forbearance Agreement and related documents on the terms and conditions as herein after provided.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, and the above recitals which are by this reference incorporated herein, the sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. Amendment to Forbearance Agreement. The Forbearance Agreement as amended by the First Amendment is amended by deleting "June 5, 2007" from Paragraph 8(b) and substituting therefor September 3, 2007.

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2. Restatement of Warranties and Representations. Borrower and Guarantor restate and reaffirm all of the warranties and representations in the Forbearance Agreement as being true and correct as of the date hereof.

3. Other Provisions in Effect. All other provisions of the Forbearance Agreement as amended by the First Amendment not modified hereby shall remain in full force and effect. Borrower and Guarantor hereby affirm and agree to perform every covenant, obligation and provision set forth in the Forbearance Agreement and Loan Documents as herein modified.

4. Conflict or Inconsistencies. In the event of any conflicts or inconsistencies between the provisions hereof and those of the Forbearance Agreement, the provisions hereof shall control.

5. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties hereto agree that the use of facsimile signatures for the negotiation and execution of this Amendment shall be legal and binding and shall have the same full force and effect as if originally signed.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

BENEFICIARY:

GETTYSBURG DEVELOPMENT CORPORATION, an Illinois corporation

By: Larry M. McKone
Larry M. McKone

GUARANTOR:

Larry M. McKone
LARRY M. MCKONE

LENDER:

MB FINANCIAL BANK, N.A., a national Banking Association

By: William J. G... VP

TRUSTEE:

NORTHSTAR TRUST COMPANY, as Trustee under Trust Agreement dated June 12, 2003 and known as Trust 03-6200

By: M... Castillo

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Lucia Hale, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that LARRY MCKONE, as President of GETTYSBURG DEVELOPMENT CORPORATION, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of said corporation, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her 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 16 day of July, 2007.



Lucia Hale
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MARIANNE FONSIKO, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WILLIAM BER, as Vice-President of MB FINANCIAL BANK, N.A., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice-President of said Bank, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her 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 16 day of July, 2007.

Marianne Fonsiko
Notary Public



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Lucia Hale, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LARRY M. MCKONE, as Guarantor appeared before me this day in person and acknowledged that he signed and sealed 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 16 day of July, 2007.

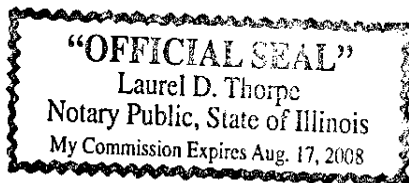


Lucia Hale
Notary Public

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 Maritza Castillo as Trust Officer of NORTHSTAR TRUST COMPANY, as Trustee under Trust Agreement dated June 12, 2003 and known as Trust 03-6200, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer of said Trust, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Trust for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10th day of July, 2007.



Laurel D. Thorpe
Notary Public

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P. 15

LEGAL DESCRIPTIONPARCEL 1:

THAT PART OF THE NORTHEASTERLY 300.0 FEET AS MEASURED AT RIGHT ANGLES TO THE NORTHEASTERLY LINE THEREOF OF THAT PART OF THE EAST 673.83 FEET AS MEASURED ON THE SOUTH LINE THEREOF OF THE WEST ¼ OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF RAND ROAD BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF RAND ROAD WHICH IS 200.0 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE OF RAND ROAD WITH THE EAST LINE OF THE WEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 18; THENCE SOUTHWESTERLY 303.29 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 300.0 FEET WHICH IS 425.0 FEET NORTHWESTERLY, AS MEASURED ALONG SAID SOUTHWESTERLY LINE OF THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 300.0 FEET WITH THE EAST LINE OF THE WEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 18; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 300.0 FEET, 280.80 FEET TO A POINT ON SAID LINE WHICH IS 200.0 FEET SOUTHEASTERLY, AS MEASURED ALONG SAID SOUTHWESTERLY LINE OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE WEST LINE OF THE EAST 673.83 FEET OF THE WEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 18; THENCE NORTHEASTERLY 307.95 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF RAND ROAD WHICH IS 400.0 FEET SOUTHEASTERLY AS MEASURED ALONG SAID SOUTHWESTERLY LINE OF THE INTERSECTION OF THE SOUTHWESTERLY LINE OF RAND ROAD WITH THE WEST LINE OF THE EAST 673.83 FEET OF THE WEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 18; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF RAND ROAD, 305.80 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHEASTERLY 300.0 FEET AS MEASURED AT RIGHT ANGLES TO THE NORTHEASTERLY LINE THEREOF OF THAT PART OF THE EAST 673.83 FEET AS MEASURED ON THE SOUTH LINE THEREOF OF THE WEST ¼ OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF RAND ROAD BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 18 WITH THE SOUTHWESTERLY LINE OF RAND ROAD; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF RAND ROAD, 200.0 FEET; THENCE SOUTHWESTERLY 303.29 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 300.0 FEET WHICH IS 425.0 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE EAST LINE OF THE WEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 18; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 300.0 FEET, 425.0 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE WEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 18; THENCE NORTH ALONG SAID EAST LINE, 403.28 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.



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P 12/12

P. 16

FROM: SEMNEPL FROM: SEMNEPL FROM: SEMNEPL (847) 337-7411

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PARCEL 3:

THAT PART OF THE NORTHEASTERLY 300.0 FEET AS MEASURED AT RIGHT ANGLES TO THE NORTHEASTERLY LINE THEREOF OF THAT PART OF THE EAST 673.83 FEET AS MEASURED ON THE SOUTH LINE THEREOF OF THE WEST ¼ OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF RAND ROAD BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 18 WITH THE SOUTHWESTERLY LINE OF RAND ROAD; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF RAND ROAD, 200.0 FEET; THENCE SOUTHWESTERLY 303.29 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 300.0 FEET, WHICH IS 425.0 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE EAST LINE OF THE WEST ¼ OF NORTHEAST ¼ OF SAID SECTION 18; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 300.0 FEET, 425.0 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE WEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 18; THENCE NORTH ALONG SAID EAST LINE, 403.28 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

FIN: 03-18-203-005
 03-18-203-006
 03-18-203-007

Cook County Clerk's Office