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

Richard C. Jones, Jr., Esq.
Tina M. Jacobs, Esq.
JONES & JACOBS
77 West Washington Street
Suite 2100
Chicago, Illinois 60602
(312) 419-0700



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Cook County Recorder of Deeds
Date: 09/19/2007 12:57 PM Pg: 1 of 9

For Recorder's Use Only

**THIRD MEMORANDUM OF MODIFICATION
AND EXTENSION AGREEMENT**

THIS THIRD MEMORANDUM OF MODIFICATION AND EXTENSION AGREEMENT is executed as of the 23rd day of April, 2007, by and between LDC/BRYN MAWR-LINCOLN LLC, an Illinois limited liability company ("**Borrower**"), and HERITAGE COMMUNITY BANK, an Illinois banking corporation ("**Lender**").

WITNESSETH:

WHEREAS, on or about February 23, 2005, Lender made a commercial mezzanine equity loan (the "**Loan**") to Borrower in the principal amount of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00) to fund equity financing for the acquisition of the real property located at 5588 North Lincoln Avenue, Chicago, Illinois 60625, as legally described on Exhibit A attached hereto (the "**Land**"), upon which Borrower is constructing and developing a 39-unit mixed-use condominium building (the "**Project**"); and

WHEREAS, the Loan is evidenced and secured by the following instruments, each dated as of February 23, 2005, unless otherwise noted (the "**Loan Instruments**"):

1. Mezzanine Loan Agreement between Borrower and Lender (the "**Loan Agreement**");
2. Promissory Note executed by Borrower, as Maker, payable to Lender, as Payee, in the principal amount of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00) (the "**Note**");
3. Mortgage executed by Borrower, as Mortgagor, to and for the benefit of Lender, as Mortgagee, covering the Land, and recorded in the Cook County Recorder's Office, Cook County, Illinois on February 28, 2005, as Document No. 0505919118 (the "**Mortgage**");
4. Assignment of Rents and Leases executed by Borrower, as Assignor, to and for the benefit of Lender, as Assignee, recorded in the Cook County Recorder's Office, Cook County, Illinois, on February 28, 2005, as Document No. 0505919119 (the "**Assignment of Rents**");

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5. Guaranty made by certain guarantors of the Loan (the “**Guarantors**”) to and for the benefit of Lender (the “**Guaranty**”);
6. Environmental Indemnity Agreement covering the Land executed by Borrower and Guarantors to and for the benefit of Lender;
7. Guarantor’s Certificate executed by Guarantors to and for the benefit of Lender;
8. Collateral Assignment of Membership Interest (Security Agreement) executed by LDC/HOLDING L.L.C., an Illinois limited liability company, to and for the benefit of Lender, assigning all of its membership interest in and to Borrower to Lender;
9. Hypothecation Agreement executed by RICHARD M. LETTVIN and CHERYL LETTVIN, husband and wife, as Pledgor, to and for the benefit of Lender, granting a security interest in the real property located at 3765 Timbers Edge Drive, Glenview, Illinois, and legally described on Exhibit B attached hereto (the “**Glenview Property**”);
10. Mortgage, Security Agreement and Financing Statement executed by RICHARD M. LETTVIN and CHERYL LETTVIN, husband and wife, as Mortgagors, to and for the benefit of Lender, as Mortgagee, covering the Glenview Property and recorded in the Cook County Recorder’s Office, Cook County, Illinois, on February 28, 2005, as Document No. 0505919121 (the “**Glenview Mortgage**”);
11. Assignment of Life Insurance Policy as Collateral executed by RICHARD M. LETTVIN assigning to Lender that certain Life Insurance Policy No. 3313976 issued by Continental Assurance Company / Valley Forge Life Insurance Company in the face amount of \$275,000.00;
12. UCC Financing Statement recorded in the Cook County Recorder’s Office, Cook County, Illinois, on February 28, 2005, as Document No. 0505919120;
13. Disbursement Authorization executed by Borrower; and
14. Any and all other documents or instruments given at any time to evidence and secure the Loan.

WHEREAS, the terms and provisions of the Loan Instruments were modified and amended by the Loan Modification and Extension Agreement dated as of August 23, 2006, and recorded in the Cook County Recorder’s Office, Cook County, Illinois, on October 2, 2006, as Document No. 0627557071 (the “**Modification Agreement**”), whereby the Maturity Date of the Loan was extended to March 23, 2007; and

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WHEREAS, the terms and provisions of the Loan Instruments were further modified and amended by the Second Memorandum of Modification Agreement dated as of December 14, 2006, and recorded in the Cook County Recorder's Office, Cook County, Illinois, on January 4, 2007, as Document No. 0700444103 (the "**Second Modification Agreement**"), whereby the Loan Amount was increased to \$2,000,000.00; and

WHEREAS, pursuant the terms and provisions of the Second Modification Agreement, Borrower executed a replacement Promissory Note dated December 14, 2006, payable to the order of Lender in the principal amount of \$2,000,000.00 (the "**Replacement Note**"); and

WHEREAS, as of the date of this Agreement, there is an outstanding principal balance due and owing on the Loan in the amount of ONE MILLION NINE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED FIFTY-SEVEN AND 37/100 DOLLARS (\$1,999,957.37); and

WHEREAS, Lender and Borrower have agreed to further 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. **Modification of Loan Instruments.** Subject to the terms and provisions herein contained, subject to the payment of the Loan Fee described in Paragraph 1 above, and subject to the terms and conditions of that certain Third Loan Modification and Extension Agreement of even date herewith, executed by and among Borrower, Guarantors and Lender (the "**Third Modification Agreement**"), the terms and provisions of which are incorporated herein by reference, 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 extend the Maturity Date of the Loan to September 23, 2007.

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

3. **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, the Third Modification Agreement and any other documents executed in connection therewith, including recording and title charges, if any.

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

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

LDC/BRYN MAWR LINCOLN LLC, an Illinois limited liability company

By: **LDC/HOLDING L.L.C.**, an Illinois limited liability company

Its: *Manager*

By: _____
Richard M. Lettvin
Managing Member

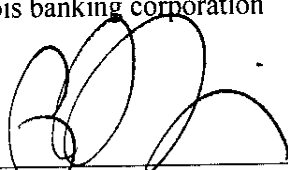
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IN WITNESS WHEREOF, Lender has caused the foregoing instrument to be executed the day and year first above written.

HERITAGE COMMUNITY BANK, an
Illinois banking corporation

By: 

Patrick G. Fanning
President

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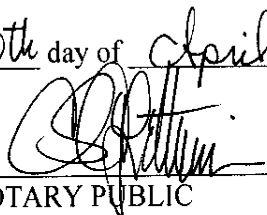
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STATE OF ILLINOIS)
)
COUNTY OF Cook) SS

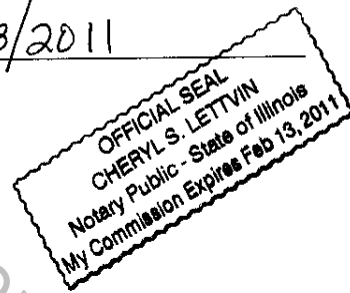
I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that RICHARD M. LETTVIN, known to me to be the Managing Member of LDC/HOLDING, L.L.C., an Illinois limited liability company, which is the Manager of LDC/BRYN MAWR-LINCOLN LLC, an Illinois limited liability company, and the same person whose name is subscribed to the foregoing instrument as such Managing Member, appeared before me this day in person and acknowledged to me that he signed and delivered the foregoing instrument as his own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of April, 2007.



NOTARY PUBLIC

My Commission Expires:
02/13/2011



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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, known to me to be President of **HERITAGE COMMUNITY BANK**, an Illinois banking corporation, and the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged to me that he signed and delivered the foregoing 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.

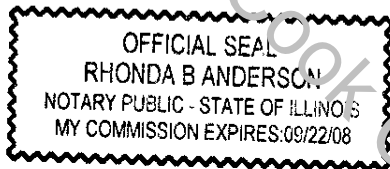
GIVEN under my hand and Notarial Seal this 11th day of September, 2007.

Rhonda B. Anderson

NOTARY PUBLIC

My Commission Expires:

09-22-08



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EXHIBIT A

LEGAL DESCRIPTION – THE LAND

LOTS 636, 637, 638, 639 AND 640 (EXCEPT FROM SAID LOTS THAT PART TAKEN FOR WIDENING LINCOLN AVENUE) AND ALL OF LOTS 641, 642 AND 643, IN WILLIAM H. BRITIGAN'S BUDLONG WOOD'S GOLF CLUB ADDITION NUMBER 3, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ AND PART OF THE NORTH ½ OF THE WEST ½ OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 5588 North Lincoln Avenue
Chicago, Illinois 60625

Permanent Index No.: 13-12-201-011 (Lot 643)
13-12-201-012 (Lot 642)
13-12-201-017 (Lot 637)
13-12-201-018 (Lot 636)
13-12-201-042 (Lots 638, 639, 640 and 641)

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EXHIBIT B

LEGAL DESCRIPTION – THE GLENVIEW PROPERTY

LOT 26 IN TIMBER'S EDGE SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 3765 Timbers Edge Drive
Glenview, Illinois

Permanent Index No.: 04-30-413-014, Volume 0133

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