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SECOND AMENDMENT TO CONSTRUCTION LOAN AGREEMENT,
FOURTH AMENDMENT TO MORTGAGE NOTE,
SIXTH AMENDMENT TO MORTGAGE,
THIRD AMENDMENT TO GUARANTY, AND
AMENDMENT TO OTHER LOAN DOCUMENTS

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THIS SECOND AMENDMENT TO CONSTRUCTION LOAN AGREEMENT, FOURTH AMENDMENT TO MORTGAGE NOTE, SIXTH AMENDMENT TO MORTGAGE, THIRD AMENDMENT TO GUARANTY, AND AMENDMENT TO OTHER LOAN DOCUMENTS (the "Amendment Document") is made as of this 1st day of May, 1991 by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust Agreement dated March 1, 1988 and known as Trust No. 104887-08 (the "Trust"), MAUD-CLYBOURN PROJECT LIMITED PARTNERSHIP, an Illinois limited partnership (the "Partnership"), being the sole beneficiary of the Trust (the Trust and the Partnership being hereinafter jointly referred to as "Borrower"), DAYTON RESOURCES, LTD., an Illinois corporation (the "Corporation"), STEPHEN R. BALLIS, JOHN L. KUHN (Messrs. Ballis and Kuhn being hereinafter jointly referred to as the "Guarantors"), and LASALLE NATIONAL BANK, a national banking association, formerly known as Exchange National Bank of Chicago ("Lender").

RECITALS:

A. On or about March 25, 1988, Borrower and Lender entered into a certain Construction Loan Agreement (the "Original Loan Agreement"), pursuant to which Lender agreed to make a construction loan (the "Original Loan") to Borrower, upon and subject to the terms and conditions contained in the Original Loan Agreement. The Original Loan Agreement has been amended by that certain First Amendment to Construction Loan Agreement, Third Amendment to Mortgage Note, Fifth Amendment to Mortgage, Second Amendment to Guaranty, and Amendment to Other Loan Documents (the "Prior Amendment Document") dated as of November 1, 1989 among Borrower, the Corporation, the Guarantors and Lender and recorded in the Office of the Cook County, Illinois Recorder of Deeds (the "Recorder") as Document No. 90450198.

B. The Original Loan is evidenced by a certain Mortgage Note (the "Original Note") dated April 27, 1987 made by the Corporation and American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement dated April 23, 1987 and known as Trust No. 102309-09 (the "Original Trust") to the order of Lender, pursuant to which the Original Trust and the Corporation, being the sole beneficiary of the Original Trust, jointly and severally agreed to pay to the order of Lender the principal sum of Six Million Four Hundred Thousand Dollars (\$6,400,000) at the place and in the manner therein provided, together with interest on said principal sum at the rates set forth therein. The Original Note has been amended by (i) that certain First Amendment to Mortgage Note dated as of March 25, 1988 made by the Trust, the Partnership and the Corporation, jointly and severally, to and for the benefit of Lender, pursuant to which, inter alia, the Trust, the Partnership and the Corporation agreed to be jointly and severally liable for and bound by all obligations and liabilities of the Original Trust and the Corporation under the Original Note, (ii) that certain Second Amendment to Mortgage Note and Third Amendment to Mortgage dated as of June 24, 1988

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made among the Trust, the Partnership and Lender, and (iii) the Prior Amendment Document. The Original Note, as so amended, is hereinafter referred to as the "Note".

C. The Note is secured, inter alia, by the following (collectively, with the Note and the Loan Agreement, the "Loan Documents"):

(i) Mortgage and Assignment of Leases and Rents dated April 27, 1987 made by the Original Trust in favor of Lender and recorded in the Office of the Recorder as Document No. 87238308, as amended by (1) that certain First Amendment to Mortgage dated as of March 25, 1988 made by the Trust and the Partnership in favor of Lender and recorded in the Office of the Recorder as Document No. 88143653, (2) that certain Mortgage Amendment and Cross Collateralization Agreement dated as of March 25, 1988 made by the Trust, the Partnership, the Guarantors and others to and for the benefit of Lender and recorded in the Office of the Recorder as Document No. 88143654, (3) that certain Second Amendment to Mortgage Note and Third Amendment to Mortgage dated as of June 24, 1988 made by the Trust and the Partnership to and for the benefit of Lender and recorded in the Office of the Recorder as Document No. 88408042, (4) that certain Fourth Amendment to Mortgage dated as of July 19, 1989 made by the Trust and the Partnership to and for the benefit of Lender and recorded in the Office of the Recorder as Document No. 89407834, and (5) the Prior Amendment Document (said Mortgage and Assignment of Leases and Rents, as so amended, is hereinafter referred to as the "Mortgage"). The Mortgage presently encumbers the real estate legally described in Schedule 1 attached hereto:

(ii) Combined Security Agreement and Collateral Assignment of Beneficial Interest in Land Trust dated as of March 25, 1988 made by the Partnership in favor of Lender, as amended by the Prior Amendment Document;

(iii) Security Agreement (Chattel Mortgage) dated as of March 25, 1988 made by the Trust and the Partnership in favor of Lender, as amended by the Prior Amendment Document;

(iv) Assignment of Sales Contracts dated as of March 25, 1988 made by the Trust and the Partnership in favor of Lender, as amended by the Prior Amendment Document;

(v) Assignment of Plans, Specifications, Construction and Service Contracts dated as of March 25, 1988 made by the Trust, the Partnership and the Corporation in favor of Lender, as amended by the Prior Amendment Document; and

(vi) Guaranty dated as of April 27, 1988 made by the Guarantors in favor of Lender, as amended by (1) that certain First Amendment to Guaranty dated March 25, 1988 made by the Guarantors in favor of Lender, and (2) the Prior Amendment Document (said Guaranty, as so amended, is hereinafter referred to as the "Guaranty").

D. On or about March 25, 1988, the Partnership and the Guarantors executed and delivered to Lender a certain Environmental Indemnity Agreement, as amended by the Prior Amendment Document (said Environmental Indemnity Agreement, as so amended, is hereinafter referred to as the "Environmental Indemnity").

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E. The Trust, the Partnership, the Corporation, the Guarantors and Lender desire to make certain amendments to the terms and conditions of the Loan, including without limitation, (i) the reduction of the amount of the Original Loan from \$6,400,000 to \$5,150,000, (ii) the extension of the maturity date of the Original Loan from May 1, 1991 to December 31, 1991, and (iii) the grant by Lender to Borrower of the right, subject to the satisfaction by Borrower of terms, conditions and provisions contained in this Amendment Document, to further extend the maturity date of the Original Loan from December 31, 1991 to June 30, 1992.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows. All capitalized terms not otherwise defined in this Amendment Document shall have the same meanings as are ascribed to them in the Loan Agreement.

I. Construction Loan Agreement.

1. The Trust and the Partnership hereby ratify and confirm the truth and accuracy of each of the representations and warranties made in Article 2 of the Loan Agreement, except that the budget attached to the Loan Agreement as Exhibit D-1 is deleted and the revised budget contained in Exhibit D-2 attached to this Amendment Document is substituted in lieu thereof. All references contained in the Loan Agreement to the "Budget" shall be deemed to refer to the revised budget contained in Exhibit D-2 attached to this Amendment Document.

2. Paragraph 3 of the Loan Agreement is amended by deleting the words and number "Six Million Four Hundred Thousand and No/100 Dollars (\$6,400,000)" contained in the third and fourth lines thereof and substituting the words and number "Five Million One Hundred Fifty Thousand and No/100 Dollars (\$5,150,000)" in lieu thereof. All references contained in the Loan Agreement to the "Loan" shall be deemed to refer to the Original Loan, as the amount thereof has been reduced from \$6,400,000 to \$5,150,000 pursuant to this Amendment Document.

3. Subparagraph (ii) of Paragraph 5.1(b) of the Loan Agreement is amended by deleting the number "\$6,400,000" contained in the fifth line thereof and substituting the number "\$5,150,000" in lieu thereof.

4. Paragraph 8.1 of the Loan Agreement is amended by adding the following after the portion thereof which was added pursuant to the Prior Amendment Document:

"Pursuant to the terms, provisions and conditions contained in that certain Second Amendment to Construction Loan Agreement, Fourth Amendment to Mortgage Note, Sixth Amendment to Mortgage, Third Amendment to Guaranty and Amendment to other Loan Documents (the "Amendment Document") dated as of May 1, 1991 among the Trust, the Partnership, the Corporation, the Guarantors and Lender, Lender has agreed to extend the maturity date of the Loan from May 1, 1991 to December 31, 1991 (the "Third Extended Maturity Date")."

Notwithstanding anything to the contrary contained in this Agreement, Borrower shall have an additional one-time right (the "Additional Extension Right") to extend the term of the Loan for an additional 6-month period, with a final payment of the unpaid principal balance of the Loan and all accrued and unpaid interest thereon, if not sooner declared

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to be due in accordance with the terms hereof, due and payable on June 30, 1992 (the "Fourth Extended Maturity Date"), upon the following terms and conditions:

(a) Borrower gives Lender written notice (the "Notice") of Borrower's election to exercise the Additional Extension Right not later than November 1, 1991;

(b) Concurrently with the delivery of the Notice, Borrower shall pay to Lender an extension fee in an amount equal to the sum of (i) the product of .5%, multiplied by the outstanding principal balance of the Note as of the date that Borrower delivers the Notice, plus (ii) the product of .5%, multiplied by the undisbursed balance of the Loan, as reflected in the Budget and in Borrower's then most recent Sworn Owner's Statement submitted to and approved by Lender;

(c) No default or event which with the passage of time, the giving of notice, or both, would constitute a default, exists under the Note, this Agreement or any of the other Loan Documents, either on the date that Borrower delivers the Notice or on the Third Extended Maturity Date and the Loan is "in balance" (as such term is defined in this Agreement) both on the date that Borrower delivers the Notice and on the Third Extended Maturity Date;

(d) On or prior to the date that Borrower delivers the Notice, Borrower shall have consummated the sale of each of the six Units listed in Exhibit H attached to the Amendment Document for the applicable gross sales prices for each such Unit listed in such Exhibit H and Lender shall have received the applicable release payment for each such Unit as provided in Paragraph 14.3 below, or in the alternative, Borrower shall have consummated the sale of any other combination of six Units between the date of the execution and delivery of the Amendment Document and the date on which Borrower delivers the Notice, with the aggregate of the gross sales prices of such six Units being equal to or exceeding the sum of the aggregate of the gross sales prices listed on Exhibit H; and Lender shall have received the applicable release payments for all such Units;

(e) On or prior to the date that Borrower delivers the Notice, Borrower shall have "sold" (as such term is defined in this Agreement) two Units which have not been "sold" as of the date of the execution and delivery of the Amendment Document; provided, however, that if Borrower shall have consummated the sale of eight or more Units in accordance with the terms and conditions applicable thereto contained in this Agreement between the date of the execution and delivery of the Amendment Document and the date on which Borrower delivers the Notice, Lender shall have received the applicable release payments for all such Units and Borrower shall have otherwise satisfied the requirements of subparagraph (d) above, then this subparagraph (e) shall be deemed to have been satisfied; and

(f) Except as expressly provided to the contrary in this Paragraph 8.1, all of the other terms and provisions of the Note, this Agreement and the other

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Loan Documents shall remain in full force and effect in accordance with their respective terms, including the obligation to make monthly payments of interest at the then applicable Loan Rate.

All payments on account of the Loan shall be applied first against any accrued and unpaid interest then outstanding, with the balance applied against the unpaid principal balance thereof."

5. The schedule of minimum sales prices contained in Exhibit F-1 attached to the Prior Amendment Document is deleted and the revised schedule of minimum sales prices contained in Exhibit F-2 attached to this Amendment Document is substituted in lieu thereof.

6. The schedule of minimum release prices contained in Exhibit G-1 attached to the Prior Amendment Document is deleted and the revised schedule of minimum release prices contained in Exhibit G-2 attached to this Amendment Document is substituted in lieu thereof.

7. All references contained in the Loan Agreement to "this Agreement" shall be deemed to refer to the Loan Agreement, as amended by this Amendment Document.

8. All references contained in the Loan Agreement to the Note, the Mortgage, the Guaranty, any of the other Loan Documents or the Environmental Indemnity shall be deemed to refer to the Note, the Mortgage, the Guaranty, said other Loan Documents and the Environmental Indemnity, as amended by this Amendment Document.

II. Mortgage Note.

1. The number "\$6,400,000" contained in the upper left hand corner of the first page of the Note is deleted and the number "\$5,150,000" is substituted in lieu thereof.

2. The words and number "Six Million Four Hundred Thousand and No/100 Dollars (\$6,400,000)" contained in the tenth and eleventh lines of the first paragraph of the Note are deleted and the words and number "Five Million One Hundred Fifty Thousand and No/100 Dollars (\$5,150,000)" are substituted in lieu thereof.

3. The following is added after the comma following the words "if applicable" contained in the sixth line of the second paragraph of the Note:

"or the Third Extended Maturity Date (as hereinafter defined) or the Fourth Extended Maturity Date (as hereinafter defined), if applicable, . . .".

4. The following is added after the comma following the words "if applicable" contained in the fifth line of subparagraph (i) contained on page 1 of the Note:

"or the Third Extended Maturity Date or the Fourth Extended Maturity Date, if applicable, . . .".

5. The following is added as subparagraph (v) of the Note after subclause (D) contained on the top of page 3 thereof:

"(v) Pursuant to the terms, provisions and conditions contained in that certain Second Amendment to Construction Loan Agreement, Fourth Amendment to Mortgage Note, Sixth Amendment to Mortgage, Third Amendment to Guaranty and

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Amendment to Other Loan Documents (the "Amendment Document") dated as of May 1, 1991 among each Maker, the guarantors of this Note and Lender, Lender has agreed to extend the maturity date of this Note from May 1, 1991 to December 31, 1991 (the "Third Extended Maturity Date"). Notwithstanding anything to the contrary contained in this Note, Maker shall have an additional one-time right (the "Additional Extension Right") to extend the term of this Note for an additional 6-month period (the "Additional Extension Period") commencing on December 31, 1991, with a final payment of the unpaid principal balance of this Note, together with all accrued and unpaid interest thereon, if not sooner declared to be due in accordance with the terms hereof, due and payable on June 30, 1992 (the "Fourth Extended Maturity Date"), upon the following terms and conditions:

(A) Maker gives Lender written notice (the "Notice") of Maker's election to exercise the Additional Extension Right not later than November 1, 1991;

(B) Concurrently with the delivery of the Notice, Maker shall pay to Lender an extension fee in an amount equal to the sum of (i) the product of .5%, multiplied by the outstanding principal balance of the Note as of the date that Maker delivers the Notice, plus (ii) the product of .5%, multiplied by the undisbursed balance of the loan evidenced by this Note, as reflected in the Budget (as defined in the Loan Agreement) and in Maker's then most recent Sworn Owner's Statement submitted to and approved by Lender;

(C) No default or event which with the passage of time, the giving of notice, or both, would constitute a default, exists under this Note or any of the Loan Documents either on the date that Maker delivers the Notice or on the Third Extended Maturity Date and the Loan evidenced by this Note is "in balance" (as such term is defined in the Loan Agreement) both on the date that Maker delivers the Notice and on the Third Extended Maturity Date;

(D) On or prior to the date that Maker delivers Notice, Maker shall have consummated the sale of each of the six Units (as defined in the Loan Agreement) listed in Exhibit H attached to the Amendment Document for the applicable gross sales price for each such Unit listed in such Exhibit H and Lender shall have received the applicable release payment for each such Unit as provided in Paragraph 14.3 of the Loan Agreement, or in the alternative, Maker shall have consummated the sale of any other combination of six Units between the date of the execution and delivery of the Amendment Document and the date on which Maker delivers the Notice, with the aggregate of the gross sales prices of such six Units being equal to or exceeding the sum of the aggregate of the gross sales prices listed on Exhibit H and Lender shall have received the applicable release payments for all such Units;

(E) On or prior to the date that Maker delivers the Notice, Maker shall have "sold" (as such term is defined in the Loan Agreement) two Units which have not been "sold" as of the date of the execution and delivery of the Amendment Document; provided, however, that if Maker shall have consummated the sale of eight or more Units in accordance with the terms and

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conditions applicable thereto contained in the Loan Agreement between the date of the execution and delivery of the Amendment Document and the date on which Maker delivers the Notice, Lender shall have received the applicable release payments for all such Units and Maker shall have otherwise satisfied the requirements of subparagraph (D) above, then this subparagraph (E) shall be deemed to have been satisfied; and

(F) Except as expressly provided to the contrary in this subparagraph (v), all the other terms and provisions of this Note and the Loan Documents shall remain in full force and effect in accordance with their terms and provisions of this Note of the Loan Documents shall remain in full force and effect in accordance with their respective terms, including the obligation to make monthly payments of interest at the then applicable Loan Rate."

6. All references contained in the Note to the Loan Agreement shall be deemed to the Loan Agreement, as amended by this Amendment Document.

7. All references contained in the Note to the Mortgage and the other Loan Documents shall be deemed to refer to the Mortgage and said other Loan Documents, as amended by this Amendment Document.

III. Mortgage, Guaranty and other Loan Documents.

1. The words and number "Six Million Four Hundred Thousand and No/100 Dollars (\$6,400,000)" contained in the Mortgage, the Guaranty, the other Loan Documents and the Environmental Indemnity are deleted and the words and number "Five Million One Hundred Fifty Thousand and No/100 Dollars (\$5,150,000)" are substituted in lieu thereof.

2. The Mortgage and the other Loan Documents are amended to secure the obligations and liabilities evidenced by the Note, as amended by this Amendment Document.

3. All references contained in the Mortgage, the Guaranty, the other Loan Documents and the Environmental Indemnity to the "Loan" shall be deemed to refer to the Original Loan, as the amount thereof has been reduced from \$6,400,000 to \$5,150,000 pursuant to this Amendment Document.

4. The second sentence of the Recital paragraph of the Mortgage is deleted and the following substituted in lieu thereof:

"The unpaid principal amount and all accrued and unpaid interest due under the Note, if not sooner paid, shall be due on December 31, 1991, subject to the right of Mortgagor and Mortgagor's beneficiary to extend said maturity date to June 30, 1992, subject to the terms and conditions contained in the Note."

5. All references contained in the Mortgage, the Guaranty, the other Loan Documents and the Environmental Indemnity to the Loan Agreement shall be deemed to refer to the Loan Agreement, as amended by this Amendment Document.

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6. All references contained in the Mortgage, the Guaranty, the other Loan Documents and the Environmental Indemnity to the Note shall be deemed to refer to the Note, as amended by this Amendment Document.

7. All references contained in the Mortgage, the Guaranty, the other Loan Documents and the Environmental Indemnity to any other Loan Document or the Environmental Indemnity shall be deemed to refer to such other Loan Document or the Environmental Indemnity, as amended by this Amendment Document.

IV. Miscellaneous.

1. In order to induce Lender to enter into this Amendment Document, the Trust, the Partnership, the Corporation and each Guarantor represent and the Partnership, the Corporation and each Guarantor warrant to Lender as follows:

(a) The Trust, the Partnership, the Corporation and each Guarantor have full power and authority to execute and deliver this Amendment Document and to perform their respective obligations hereunder. Upon the execution and delivery thereof, this Amendment Document will be valid, binding and enforceable upon the Trust, the Partnership, the Corporation and each Guarantor in accordance with its terms. Execution and delivery of this Amendment Document do not and will not contravene, conflict with, violate or constitute a default under (i) the Partnership Agreement, (ii) the articles of incorporation and by-laws governing the Corporation, or (iii) any applicable law, rule, regulation, judgment, decree or order or any agreement, indenture or instrument to which the Trust, the Partnership, the Corporation or either Guarantor is a party or is bound or which is binding upon or applicable to the Project or any portion thereof.

(b) There is not any condition, event or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending, or to Borrower's knowledge, threatened, affecting the Trust, the Partnership, the Corporation, either Guarantor or the Project, or which would prevent the Trust, the Partnership, the Corporation or either Guarantor from complying with or performing its or his respective obligations under the Loan Agreement, the Note, the Guaranty or any of the other Loan Documents, all as amended by this Amendment Document, within the time limits set forth therein for such compliance or performance, and no basis for any such matter exists.

(c) No default or event or circumstance which with the giving of notice, the passage of time, or both, would constitute a default exists under the Loan Agreement, the Note or any of the other Loan Documents.

(d) The transaction contemplated by this Amendment Document is not a transfer subject to the Illinois Responsible Property Transfer Act, Ill. Rev. Stat. ch. 30, par. 201 et seq. ("IRPTA"), and delivery and recording of a disclosure document is not required. In the event it is determined that IRPTA does apply to this transaction, Borrower covenants and agrees to comply with the provisions of IRPTA and pay all costs and expenses associated therewith, including but not limited to, the costs associated with the recording of said disclosure document.

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2. The obligation of Lender to enter into this Amendment Document shall be subject to Borrower and others having delivered or caused to be delivered to Lender, the following, all of which shall be in form and substance acceptable to Lender:

- (a) This Amendment Document;
- (b) A clean, irrevocable stand-by letter of credit (the "LC") in the amount of \$50,000 issued by a bank acceptable to Lender and otherwise acceptable in form and substance to Lender;
- (c) An extension fee in the amount of \$25,750;
- (d) An opinion of counsel for the Trust, the Partnership, the Corporation and the Guarantors as to the matters described in paragraph 5.19 of the Loan Agreement and expressly referring to this Amendment Document; and
- (e) A date-down endorsement to the Title Policy updating the effective date of the Title Policy to the date of recording of this Amendment Document and amending the description of the insured mortgage to reflect the recording of this Amendment Document.

3. Lender agrees to hold the LC as additional collateral for the Loan and Lender shall have the absolute and unconditional right at any time and from time to time prior to repayment in full of the Loan to make full or partial draws on the LC and to apply the amounts so drawn to any amounts which may become due and owing from Borrower, the Corporation or the Guarantors to Lender under the Loan Agreement, the Note or the Loan Documents, including without limitation, Borrower's obligation to pay to Lender any amounts required to keep the Loan "in balance" pursuant to Paragraph 6.5 of the Loan Agreement.

4. In addition to the Loan Expenses described in Article 10 of the Loan Agreement and the loan expenses described in the Prior Amendment Document, Borrower agrees to pay all expenses, charges, costs and fees incurred in connection with the negotiation and documentation of the agreements contained in this Amendment Document (collectively, the "Additional Loan Expenses"). The Additional Loan Expenses shall be paid by Borrower forthwith upon demand, or may be paid by Lender at any time by disbursement of proceeds of the Loan, and shall bear interest from the date which is ten days after demand for payment is made by Lender to Borrower until paid by Borrower at the Default Rate.

5. The Trust, the Partnership and the Corporation hereby ratify and confirm their respective obligations and liabilities under the Loan Agreement, the Note, the Mortgage, the other Loan Documents and the Environmental Indemnity, all as amended by this Amendment Document, and the liens and the security interests created thereby and acknowledge that as of the date of delivery of this Amendment Document to Lender, none of the Trust, the Partnership or the Corporation has any defenses, claims or set-offs to the enforcement by Lender of the obligations and liabilities of each of them under the Loan Agreement, the Note, the Mortgage, the other Loan Documents and the Environmental Indemnity, all as so amended.

6. The Guarantors hereby consent to the execution and delivery by the Trust, the Corporation and the Partnership of this Amendment Document. The Guarantors acknowledge and agree that their respective duties, obligations and liabilities under the Guaranty and the Environmental Indemnity, both as amended by

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this Amendment Document, shall not in any manner be impaired, discharged or released by the execution and delivery of this Amendment Document. The Guarantors hereby ratify and confirm their respective obligations and liabilities under the Guaranty and the Environmental Indemnity, both as amended by this Amendment Document, and acknowledge that as of the date of delivery of this Amendment Document to Lender, neither of them has any defenses, claims or set-offs to the enforcement by Lender of the obligations and liabilities of the Guarantors under the Guaranty and the Environmental Indemnity, both as so amended.

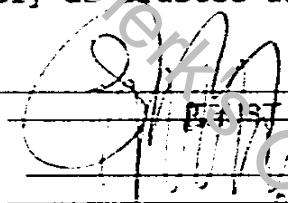
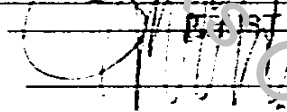
7. This Amendment Document shall be binding on and enforceable against the Trust, the Partnership, the Corporation, the Guarantors and their respective heirs, legatees, legal representatives, successors and assigns and shall inure to the benefit of Lender, its successors and assigns.

8. Except as expressly provided herein, the Loan Agreement, the Note, the Mortgage, the Guaranty, the other Loan Documents and the Environmental Indemnity shall remain in full force and effect in accordance with their respective terms.

9. This Amendment Document is executed by American National Bank and Trust Company of Chicago, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee, and it is expressly understood and agreed that nothing in this Amendment Document shall be construed as creating any personal liability on said Trustee to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, this Amendment Document has been entered into as of the date first above written.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not personally,
but solely as Trustee as aforesaid

By:  GREGORY S. Kasprzyk
Title: TRUST OFFICER
Attest:  MICHAEL WENZEL
Title: ASSISTANT SECRETARY

MAUD-CLYBOURN PROJECT LIMITED
PARTNERSHIP, an Illinois limited
partnership

By: 
Stephen R. Ballis,
General Partner

By: 
John L. Kuhn, General Partner

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DAYTON RESOURCES, LTD., an Illinois corporation

By: [Signature]
Title: [Signature]

Attest: [Signature]
Title: VP

[Signature]
Stephen R. Ballis

[Signature]
John L. Kuhn

LASALLE NATIONAL BANK

By: [Signature]
Title: **COMMERCIAL BANKING OFFICER**

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THIS INSTRUMENT PREPARED BY
and after recording shall be
returned to:

Merle Teitelbaum Cowin, Esq.
Greenberger, Krauss & Jacobs, Chtd.
180 North LaSalle Street, Suite 2700
Chicago, Illinois 60601

Permanent Real Estate Tax
Numbers:
See Schedule 7

Street Address:
See Schedule 7

BOX 333 - 70

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COMMERCIAL BANKING OFFICER

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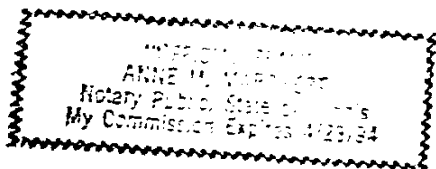
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, ANNE M. MARCHERT, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT George S. Marchert, the President of American National Bank and Trust Company of Chicago (the "Bank"), and T. HERMAN SULLAN, the Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such and and, respectively, appeared before me this day in person and severally 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 of Trust No. 104887-03, for the uses and purposes therein set forth; and the said George S. Marchert then and there acknowledged the he, as custodian of the seal of said Bank, did affix the seal of said Bank to 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 JUL 17 1991 day of July 1991.



[Signature]
Notary Public

(SEAL)

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STEVENS ZAR

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STEVENS ZAR

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Carole K. Towne, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT STEPHEN R. BALLIS and JOHN L. KUHN, the sole general partners of the Maud-Clybourn Project Limited Partnership (the "Partnership"), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as said general partners, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Partnership, for the uses and purposes therein set forth.

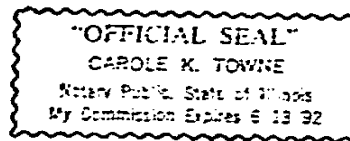
GIVEN under my hand and notarial seal, this 17th day of July, 1991.

[Signature]

Notary Public

(SEAL)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



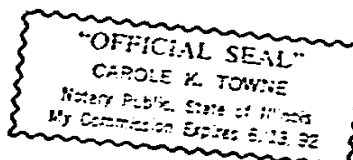
I, Carole K. Towne, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Stephen R. Ballis, the President of DAYTON RESOURCES, LTD., an Illinois corporation (the "Corporation"), and John L. Kuhn, the Vice President of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Vice President, 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.

GIVEN under my hand and notarial seal, this 17th day of July, 1991.

[Signature]

Notary Public

(SEAL)



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CLERK OF COURT
JAN 10 2010
CHICAGO, ILL.

CLERK OF COURT
JAN 10 2010
CHICAGO, ILL.

ENCLOSURE

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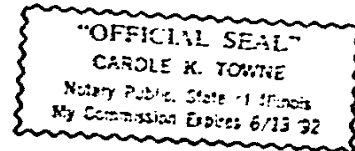
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Carole K. Towne, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT STEPHEN R. BALLIS and JOHN L. KUHN, who are 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, sealed 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 17th day of July, 1991.

[Signature]
Notary Public

(SEAL)



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, RAE RIVERO, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT John Hein the **COMMERCIAL BANKING OFFICER** of LESALE NATIONAL BANK (the "Bank"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such **COMMERCIAL BANKING OFFICER** 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 the Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 17th day of July, 1991.

[Signature]
Notary Public

(SEAL)



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COMMERCIAL BANKING OFFICE

COMMERCIAL BANKING OFFICE

COMMERCIAL BANKING OFFICE

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SCHEDULE OF EXHIBITS

Exhibit D-2	Revised Budget
Exhibit F-2	Revised Schedule of Minimum Sales Prices
Exhibit G-2	Revised Schedule of Minimum Release Prices
Exhibit H	Schedule of Sold Units and Applicable Gross Sales Prices

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STATE OF ILLINOIS

JUNE 1, 1990

COUNTY OF COOK

PARCEL 400

THE AFFIANT, JOHN L. KUHN BEING FIRST DULY SWORN, ON OATH DEPOSES AND SAYS THAT HE IS BENEFICIARY OF TRUST NO. 109886-07 HELD BY AMERICAN NATIONAL BANK WHICH IS THE OWNER OF THE FOLLOWING PREMISES COOK COUNTY, ILLINOIS, TO WIT: 1934-1956 N MAUD ST., CHICAGO, IL

1. THAT HE IS THOROUGHLY FAMILIAR WITH ALL THE FACTS AND CIRCUMSTANCES CONCERNING THE PREMISES DESCRIBED ABOVE;
2. THAT DURING THE SIX MONTHS LAST PAST ONLY WHEN BOND OR MATERIALS FURNISHED IN CONNECTION WITH THE MENTIONED PREMISES ARE LISTED BELOW;
3. THAT THE ONLY CONTRACTS LET FOR THE FURNISHING OF FUTURE WORK OR MATERIALS RELATIVE TO THE CONTEMPLATED IMPROVEMENTS ARE AS LISTED BELOW;
4. THAT THIS STATEMENT IS A TRUE AND COMPLETE STATEMENT OF ALL SUCH CONTRACTS, PREVIOUS PAYMENTS AND BALANCES DUE, IF ANY.

DIVISION	BUDGET AMOUNT	ASST BUDGET CONTRACT	ENE FUNDED	ENRGT	THIS PERIOD	BALANCE
SOFT COSTS						
ROY KRUEE & ASSOC	35,000.00	37,000.00	20,400.00			0.00
BEICE, INC	70,000.00	70,000.00	58,500.00		9,500.00	2,500.00
INTERIM FINANCING	440,000.00	440,000.00	407,700.00			10,000.00
COMMITMENT	90,000.00	147,500.00	90,000.00			51,500.00
LEGAL	45,000.00	25,000.00	10,000.00		600.00	34,500.00
INSURANCE	38,000.00	38,000.00	38,000.00			0.00
ACCOUNTING	7,500.00	7,500.00	7,500.00			0.00
REAL ESTATE TAX	30,000.00	30,000.00	29,400.00			600.00
ADVERTISING	45,000.00	45,000.00	24,400.00		2,000.00	18,600.00
PRINTING/BROCHURE	6,000.00	6,000.00				6,000.00
MODEL/SALES OFFICE	0.00	300.00	300.00	300.00		0.00
PUBLIC RELATIONS	9,500.00	9,500.00	2,000.00	3,000.00	4,500.00	0.00
PERMITS/FEES	39,500.00	39,500.00	34,400.00		2,500.00	2,600.00
SURVEYS/TESTING	15,100.00	15,100.00	15,100.00			0.00
GENERAL OFFICE	2,000.00	2,000.00	1,700.00			300.00
CONTINGENC	21,000.00	0.00				0.00
SOFTCOST TOTALS	840,400.00	1,000,000.00	700,300.00	3,300.00	19,400.00	29,000.00
HARDCOSTS						
GENERAL REC.						
SUPERVISION			50,000.00		50,000.00	
MAINT/LABOR			66,555.88		10,555.88	
SCAVENGER			14,790.00		1,500.00	
OFFICE TRAILER			2,500.00		600.00	
JOB TOILET			800.00		0.00	
TEMPORARY FENCE						
SAFETY						
TESTING						
EQUIPMENT RENTAL			31.00			
HARDWARE/SUPPLIES			8,712.38		900.00	
UTILITIES-GAS			8,320.00		1,000.00	
UTILITIES-PHONE			871.65		291.75	

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UTILITIES-ELECTRIC	10,423.00	10,423.00	10,423.00	0.00	10,423.00	10,423.00
MISCELLANEOUS						
GEN BUDG TOTALS	236,400.00	236,400.00	198,504.19	0.00	24,091.81	12,334.87
CONTRACTORS						
SITENET						
RUSCITTI	64,635.00	60,645.00	60,645.00			0.00
URBAN PARADISE	40,000.00	40,000.00	1,700.00		16,500.00	17,700.00
CONCRETE						
LUNDBERG	150,335.00	150,469.00	151,764.00	700.00		0.00
MASONRY						
ALLIED MASONRY	550,000.00	550,000.00	550,000.00			0.00
GLEN-GERY CORP	40,000.00	37,144.84	36,500.00	344.84		1.00
METALS						
L-J IRON WORKS	15,000.00	15,465.00	13,850.00	1,400.00		215.00
WELBONE	46,000.00	49,775.00	49,775.00			0.00
TRU-LINE FENCE	17,000.00	12,836.00			4,441.00	3,397.00
CARPENTRY						
GUSTAFSON-LINDBERG	405,000.00	405,000.00	376,504.00		3,200.00	29,496.00
IMPERIAL COMPONENT	70,000.00	69,161.44	69,465.00			214.34
LAMINATED FRD	20,000.00	25,939.34	12,919.92		200.00	12,613.92
QUADREX INTERNATL	125,000.00	116,500.00	116,500.00			0.00
MOIST/THERM CONTROL						
BEST SEALANTS	9,000.00	8,155.00	8,155.00			0.00
REICHAL ANDERSON	24,000.00	5,872.66	5,872.66			0.00
A. LAVIN ROOFING	54,500.00	49,300.00	49,300.00			0.00
WATERPROOFING	7,400.00	7,400.00	7,400.00			0.00
DOORS/WINDOWS						
NORTHWEST MILLWHR	58,500.00	55,704.00	54,451.00			19,043.00
LANGQUIST & SON	15,000.00	20,423.00	20,423.00			0.00
RAYNOR DOOR	11,000.00	9,540.00	7,200.00			2,340.00
EVOC SUPPLY	100,000.00	93,707.00	94,999.00			1,438.00
MANSFORD GLASS	18,000.00	6,500.00	3,460.00			4,640.00
FINISHES						
THE LEVY CO	320,000.00	310,715.00	280,044.25		39,143.00	36,324.87
LYN-GEN TILE	134,000.00	134,000.00	31,473.40		4,543.00	97,783.40
CARPET	50,000.00	50,000.00	4,154.40		4,154.40	41,600.00
LEGACY FLOORS	60,000.00	55,000.00	51,250.50		0.00	23,747.50
SPECIALTIES						
CLOSETFACE	7,000.00	6,784.44	130.00		374.44	5,514.44
AECADIA	12,000.00	12,471.31	2,103.31		220.50	11,337.21
MONARCH	8,000.00	7,157.75	6,490.14			2,011.31
EQUIPMENT						
ADVANCE REFRIGERAT	50,000.00	70,309.20	6,407.50		6,407.50	60,299.20
ECC DISTRIBUTORS	6,000.00	12,710.00	10,000.00	2,710.00		0.00
MECHANICAL						
FRANI'S MECHANICAL	400,000.00	391,860.00	310,340.40		59,509.60	20,000.00
AIR-RITE	140,000.00	139,000.00	120,027.70			19,972.30
ELECTRICAL						
GERALD ELECTRIC	210,000.00	210,000.00	167,070.00		2,994.00	19,936.00
CHICAGO SECURITY	17,000.00	17,043.00	11,461.62			5,361.38
HARDWARE TOTALS	3,574,820.00	3,496,326.53	2,878,454.63	5,156.64	165,254.87	449,260.19
LAND ALLOCATION	800,000.00	800,000.00	400,000.00	400,000.00		0.00
CONTINGENCY	100,000.00	0.00				0.00
TOTAL COSTS	5,332,515.00	5,331,459.42	3,998,998.63	485,425.81	160,695.01	746,179.69

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EXHIBIT F-2

REVISED SCHEDULE OF MINIMUM SALES PRICES

<u>Unit #</u>	<u>Minimum Sales Price</u>
52 - 1938	\$ 555,000
53 - 1940	485,000
56 - 1946	530,000
57 - 1948	550,000
58 - 1950	530,000
59 - 1952	550,000
60 - 1954	530,000
61 - 1956	530,000
62 - 1958	530,000
63 - 1960	555,000

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EXHIBIT G-2

REVISED SCHEDULE OF MINIMUM RELEASE PRICES

<u>Unit #</u>	<u>Minimum Release Price</u>
52 - 1938	\$ 493,000
53 - 1940	460,000
56 - 1946	493,000
57 - 1948	488,250
58 - 1950	493,000
59 - 1952	488,250
60 - 1954	493,000
61 - 1956	493,000
62 - 1958	493,000
63 - 1960	493,000

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EXHIBIT H

SCHEDULE OF SOLD UNITS

UNIT	CONTRACT PRICE
52 - 1938	\$555,000
53 - 1940	\$485,000
54 - 1942	\$525,000
55 - 1944	\$535,000
57 - 1948	\$550,000
59 - 1952	\$555,000

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Schedule 1

LOTS 1, 2, 5, 6, 7, 8, 9, 10, 11 AND 12 IN MAUD AVENUE 3RD RESUBDIVISION, AND LOTS 1, 2, 3, 4, 5 AND 6 IN MAUD AVENUE 2ND RESUBDIVISION, BOTH OF SAID RESUBDIVISIONS BEING SUBDIVISIONS IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

1938 North Maud Street
1940 " "
1946 " "
1948 " "
1950 " "
1952 " "
1954 " "
1956 " "
1958 " "
1960 " "
1980 " "

P. I. N. 14-32-401-048
14-32-401-023
14-32-401-024
14-32-401-025
14-32-401-026
14-32-401-027
14-32-401-028
14-32-401-029
14-32-401-030

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12/18/2010

COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST.
CHICAGO, IL 60602
TEL: 312.603.4000
WWW.COOKCOUNTYCLERK.COM

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12/18/2010