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SECURED LOAN EXTENSION AND MODIFICATION AGREEMENT II

This Agreement made this 17th day of August, 1992, by and between HARRIS BANK GLENCOE-NORTHBROOK, N.A., the holder of the Note and Mortgage securing said Note as hereinafter described First American Bank, as Trustee UTA dated December 1, 1989 aka Land Trust No. FB9-173, Brandess Home Builders, Inc., Leo Brandess and Janet Brandess, (Debtors).

WITNESSETH

The parties hereto hereby agree as follows:

1. Original Loan.
   a. Date of Loan: May 15, 1990
   b. Principal Indebtedness: $600,000.00
   c. Interest rate: Prime + .50% Floating
   d. Maturity date: May 16, 1992
   e. Document identification No.: 0219010716-00-10496

2. Original Mortgage of Trust Deed Security Original Loan
   a. Date of Mortgage or Trust Deed: 5/15/90
   b. Date of Recording: 5/22/90
   c. Place of recording: Cook County, Illinois
   d. Document recording no.: 90236457
   e. Document indentification No.: N/A
   f. Common street address of property: 1600, 1603, 1624 & 1627 Voltz Court, Northbrook, IL.
   g. Legal description: PIN: 04-15-201-009,010,013,014 Lots 1, 2, 5 and 6 both inclusive in James P. Palms Subdivision as per plat recorded as document 87647668 of part of the East 1/2 of the North East 1/4 of Section 15, Township 42 North, Range 12 East of the Third Principal Meridian, in cook County, Illinois.

3. Loan Modification Terms:
   a. Remaining principal indebtedness as of the date of this Agreement: $600,000.00
   b. New maturity date of loan: February 17, 1994
   c. The subject loan may be paid on or before maturity without penalty:
   d. Interest rate on principal indebtedness during extension period of loan: Prime + 1.50% Floating
   e. Installment payments due on loan prior to maturity: 17 Principal payments in the amount of $5,000.00 plus accrued Interest is due monthly beginning September 17, 1992 and continuing on monthly time intervals thereafter. . A Final payment of the unpaid Principal balance plus accrued Interest is due and payable on Maturity, February 17, 1994.

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f. Interest rate on delinquent payments: $5.00 or 5% whichever is lesser as permitted by law.
g. Interest rate on principal sum after maturity until paid: 6% over the otherwise applicable rate on the Promissory Note.
h. Place of payment of loan: payments shall be made at HARRIS BANK GLENCOE-NORTHBROOK, N.A., 333 PARK AVENUE, GLENCOE, ILLINOIS 60022, or at such other place as holder (s) of the subject principal note or notes may from time to time designate in writing.

4. Acceleration of Indebtedness. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the Debtor shall continue for twenty days after written notice thereof, the entire principal sum secured by said mortgage or trust deed, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal note or notes, become and be due and payable, in the same manner as if this extension had not been granted.

5. Due on Sale Provisions. In the event of any sale of the premises securing the subject debt whether by contract sale, direct transfer of title, lease in excess of one year with an option to purchase, lease in excess of five years with or without an option to purchase, assignment of beneficial interest in a land trust, or other such transfer of interest, the entire unpaid principal balance plus interest shall become due and payable.

6. Incorporation of Original Agreement. This agreement is supplementary to the original note or notes and the mortgage or trust deed securing same. All the provisions contained in said documents, including the right to declare principal and accrued interest due for any cause specified therein, are incorporated by reference herein, and shall remain in full force and effect except as herein expressly modified.

IN TESTIMONY WHEREOF, the parties hereto have executed this agreement the day and year first written herein.

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DEBTOR'S ACKNOWLEDGEMENT

Brandess Home Builders, Inc.

BY: (Leo Brandess)
Leo Brandess, Chairman of the Board

BY: (Janet Brandess)
Janet Brandess, President

CORPORATE
SEAL

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 the above named Leo Brandess, and Janet Brandess of the Debtor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Chairman of the Board and 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 free and voluntary act of said Corporation, for the uses and purposes therein set forth, and the said Debtor then and there acknowledged that, as custodian of the corporate seal of said Company, they did affix the corporate seal of said Corporation to 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 27th day of September, 1992.

NOTARY PUBLIC
My commission expires

"OFFICIAL SEAL"
LAURENCE C. PASQUESI
Notary Public, State of Illinois
My Commission Expires 01/31/95

"OFFICIAL SEAL"
LAURENCE C. PASQUESI
Notary Public, State of Illinois
My Commission Expires 01/11/95

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INDIVIDUAL'S ACKNOWLEDGEMENT

INDIVIDUAL DEBTOR (S):

Leo Brandess

Janet Brandess

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY that Leo Brandess and Janet Brandess personally known 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 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 27th day of September, 1992.

NOTARY PUBLIC
My commission expires _____

"OFFICIAL SEAL"
LAURENCE C. PASQUESI
Notary Public, State of Illinois
My Commission Expires 01/31/95

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LAND TRUST'S ACKNOWLEDGEMENT

IN TESTIMONY WHEREOF, the parties hereto have executed this agreement the day and year written herein.

THIS DOCUMENT IS MADE BY FIRST AMERICAN BANK, AS TRUSTEE, AND ACCEPTED UPON THE EXPRESS UNDERSTANDING THAT FIRST AMERICAN BANK ENTERS INTO THE SAME NOT PERSONALLY, BUT ONLY AS TRUSTEE AND THAT NO PERSONAL LIABILITY IS ASSUMED BY NOR SHALL BE ASSERTED OR ENFORCED AGAINST FIRST AMERICAN BANK BECAUSE OF, OR ON ACCOUNT OF, THE MAKING OR EXECUTING THIS DOCUMENT OR OF ANYTHING THEREIN CONTAINED, ALL SUCH LIABILITY, IF ANY BEING EXPRESSLY WAIVED, NOR SHALL FIRST AMERICAN BANK BE HELD PERSONALLY LIABLE UPON OR IN CONSEQUENCE OF ANY OF THE COVENANTS OF THIS DOCUMENT, EITHER EXPRESS OR IMPLIED.

IN WITNESS WHEREOF, FIRST AMERICAN BANK, NOT PERSONALLY BUT AS TRUSTEE, AS AFORESAID, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS V.P. AND ITS CORPORATE SEAL TO BE AFFIXED AND ATTESTED BY ITS A.V.P.

FIRST AMERICAN BANK
NOT PERSONALLY BUT AS TRUSTEE UNDER
TRUST NO.F89-173 ITA DATED 12/01/89

By: _____ (seal)
Vice President

Attest: _____ (seal)
ASSISTANT VICE PRESIDENT

Exoneration provision restricting any liability of First American Bank attached hereto is expressly made a part hereof.

STATE OF ILLINOIS)
)SS
COUNTY OF Kane)

I, the undersigned, a Notary Public in and for said county in the State aforesaid, DO HEREBY CERTIFY that Robert A. Creech, Trust Officer of FIRST AMERICAN BANK and Deborah L. Klingler, said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and A.V.P., 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said Trust Officer, then and there did affix the corporate seal of said Bank to said instrument as thier own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of September, 1992.

NOTARY PUBLIC
My commission expires 3/10/96

"OFFICIAL SEAL"
Marina L. Bledsoe
Notary Public, State of Illinois
My Commission Expires 3-10-96

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ACCEPTED AND APPROVED BY
HARRIS BANK GLENCOE-NORTHBROOK, N.A.

LENDER'S ACKNOWLEDGEMENT

BY: Laurence C. Pasquasi
Laurence C. Pasquasi, Vice President

ATTEST: Brian V. Masterson

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 Laurence C. Pasquasi, of HARRIS BANK GLENCOE-NORTHBROOK, N.A., an Illinois Corporation, and Brian V. Masterson, of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice 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 as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and the said Vice President then and there acknowledged that, as custodian of the corporate seal of said Corporation, they did affix the corporate seal of said Corporation to 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 28th day of September, 1992.

"OFFICIAL SEAL"
Susan O'Leary
Notary Public, State of Illinois
My Commission Expires 05/01/96

Susan O'Leary
NOTARY PUBLIC
My Commission expires 5/1/96

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"OFFICIAL SEAL"
Stefani O'Leary
Notary Public, State of Illinois
My Commission Expires 05/07/06

THIS DOCUMENT PREPARED BY:

LINDA COMERCI
HARRIS BANK GLENCOE-NORTHBROOK, N. A.
333 PARK AVENUE
GLENCOE, ILLINOIS 60022

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EXCULPATION OF TRUSTEE

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 form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of First American Bank as said Trustee, are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by First American Bank or any of its directors, officers, employees, or shareholders or for the purpose or with the intention of binding First American Bank or any of its directors, officers, employees, or shareholders 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 First American Bank not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable by any person against First American Bank or any of its directors, officers, employees, or shareholders on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such personal liability, if any, being expressly waived and released and any recovery therefor being limited to the property hereby conveyed and the enforcement of remedies under the documents and instruments creating, securing, or otherwise governing the obligations secured by this instrument; provided however, this clause shall not impair the enforceability or adversely affect the availability of any rights that may otherwise be available to Mortgagee or the obligations of any co-signer, endorser, or guarantor of the obligations secured by this instrument; and provided further, that the foregoing limitations on personal liability shall not impair the validity of the indebtedness secured by Mortgagee's collateral or the lien or security interest on the collateral or the right of Mortgagee as mortgagee or secured party to foreclose and/or enforce rights against the collateral after default by the Mortgagor. Subject to the foregoing, the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are made for the sole benefit of Mortgagee, and no other person or persons, other than Mortgagee's successors or permitted assigns, shall have any benefits, rights, or remedies by reason of such warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee. Nothing herein shall be deemed to be a waiver of any right which Mortgagee may have under sections 506(a), 506(b), 1111(b) or any other provision of the Bankruptcy Reform Act of 1978, as at any time amended or reinstated, to file a claim for the full amount of the debt owing to Mortgagee in the event Mortgagor or its beneficiary should become the subject of a petition for bankruptcy or reorganization or to require that all collateral shall continue to secure all of the indebtedness owing to Mortgagee in accordance with the documents and instruments creating, securing, or otherwise governing the obligations secured by this instrument.

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