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SIXTH AMENDMENT TO NOTE AND REAL ESTATE MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES

Executed to be Effective
September 15, 1993

Chicago, Illinois

THIS SIXTH AMENDMENT TO NOTE AND REAL ESTATE MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES, dated and executed September 27th, 1993, (hereinafter referred to as "Sixth Amendment") is between Dearborn Prairie Homes Corporation, an Illinois corporation, having its principal office at 1337 West Fullerton Avenue, Chicago, Illinois 60614 (hereinafter referred to as "Borrower"), Daniel E. McLean, also doing business at 1337 West Fullerton Avenue, Chicago, Illinois 60614 (hereinafter referred to as "Guarantor"), and National City Bank, Indiana, as successor to Merchants National Bank and Trust Company of Indianapolis, a national banking association, having its principal banking office at 101 West Washington Street, Indianapolis, Indiana 46255 ("Lender").

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I

Recitals

1.1 Description of Loan Agreement. Lender entered into a certain Construction Loan Agreement dated February 28, 1989 (hereinafter referred to as "Loan Agreement") with VMS/MCL Dearborn Park II Venture, an Illinois joint venture (hereinafter referred to as "Venture"). In the Loan Agreement, Lender, inter alia, established a revolving line of credit for the Venture in the principal amount of Fifteen Million and 00/100 Dollars ($15,000,000.00) with a maturity of February 28, 1991 (hereinafter referred to as the "Loan"). The purpose of the Loan was to fund the cost of a certain residential development project known as The Prairie Homes of Dearborn Park II (referred to in the Loan Agreement and hereinafter also referred to as the "Project"). Borrower was a Venture partner at such time, and now is the surviving Venture partner having assumed all of Venture's liabilities, obligations, and responsibilities in connection with the Loan and the loan documents (as defined in Section 1.7 below) as more fully discussed in Section 1.13 below.

93785119

THIS INSTRUMENT PREPARED BY,
AND AFTER RECORDING, PLEASE RETURN TO:

Allan Goldberg
Arnstein & Lehr
120 South Riverside Plaza
Chicago, Illinois 60606

RECORDER'S BOX 378

1.2 Description of Note. The Loan was evidenced by a certain Promissory Note dated February 28, 1989 executed by Venture to Lender in the original principal amount of $15,000,000.00 (hereinafter referred to as the "Note"). In the Note, Venture promised to pay to the order of Lender the principal amount therein stated and interest thereon as therein provided.

1.3 Description of Mortgage. To secure the Note, Venture executed a certain Real Estate Mortgage and Assignment of Rents and Leases dated February 28, 1989, and recorded March 1, 1989 as Document No. 89090221 in the Office of the Recorder of Deeds of Cook County, Illinois relative to the real estate described in Exhibit "A" (hereinafter referred to as the "Mortgage").

1.4 Description of Limited Continuing Guaranty. To further secure the Note, Guarantor executed and delivered to Lender a certain Limited Continuing Guaranty dated February 28, 1989, unconditionally guaranteeing the payment and performance of the Venture's obligations to Lender under the Note and Loan Agreement upon the terms and conditions provided in such guaranty (the "Guaranty").

1.5 First Amendment to Note and Real Estate Mortgage. The Note and the Mortgage were each amended by a certain Amendment to Note and Real Estate Mortgage and Assignment of Rents and Leases dated and executed April 17, 1991, to be effective as of February 28, 1991, by and between Venture and Lender, and recorded April 18, 1991 as Document No. 91177794 in the Office of the Recorder of Deeds of Cook County, Illinois, (hereinafter referred to as the "First Amendment"). The First Amendment modified the Note, by amending inter alia, (i) the principal loan balance to $11,000,000.00, and (ii) the interest rate on the principal Loan balance to a rate per annum 150 basis points above Lender's Base Rate.

1.6 Second Amendment to Note and Real Estate Mortgage. The Note, the Mortgage, and the First Amendment were each amended further by a certain Second Amendment to Note and Real Estate Mortgage and Assignment of Rents and Leases, Amendment to Loan Documents, and Acknowledgment and Confirmation, dated and executed April 29, 1991, to be effective as of April 19, 1991, by and among Venture, Borrower, Daniel E. McLean, VMS Financial Guarantee Limited Partnership and Lender, and recorded May 1, 1991 as Document No. 91201898 in the Office of the Recorder of Deeds of Cook County, Illinois (hereinafter referred to as the "Second Amendment"). The Second Amendment provided, inter alia, for the payment to Lender of Additional Interest (as therein defined) upon the terms and conditions fully set forth in Paragraph 4 of the Second Amendment.

1.7 Withdrawal of One of Venture Partners and Assumption of Obligations By Borrower As Survivor. Also as a result of the Second Amendment, on April 29, 1991, VMS Dearborn Park II, Inc., an Illinois corporation, one of the two joint venture partners of, VMS/MCL Dearborn Park II Venture, an Illinois joint venture, withdrew from the Venture and, pursuant to a certain Agreement and Assignment and Assumption of Partnership Interest also dated April 29, 1991, the Venture transferred and assigned to the remaining joint venture partner, Dearborn Prairie Homes Corporation, an Illinois corporation, all of its right, title, and interest in and to the Venture property. Therefore, Dearborn Prairie Homes Corporation, Borrower herein, as the remaining surviving Venture partner, accepted and assumed all of the interests of VMS Dearborn Park II, Inc., and assumed all of the liabilities, obligations, and responsibilities of said corporation with respect to the Venture.

1.8 Third Amendment to Note and Real Estate Mortgage. The Note, the Mortgage, the First Amendment, and the Second Amendment were each amended further by a certain Third Amendment to Note and Real Estate Mortgage and Assignment of Rents and Leases, dated and executed June 11, 1991, to be effective as of April 30, 1991, by and among Borrower, Guarantor, and Lender, and recorded June 13, 1991 as Document No. 91286116 in the Office of the Recorder of Deeds of Cook County, Illinois (hereinafter referred to as the "Third Amendment"). The Third Amendment provided, inter alia, (i) an extension of the final date for payment of the entire unpaid principal balance and all accrued and unpaid interest to February 28, 1993, (ii) an amendment to the Additional Interest provisions, (iii) a provision for periodic financial reporting requirements, (iv) procedures for the advancement by Lender of a portion of the Loan and the Cash Collateral Account (as defined in the Loan Agreement), (v) the establishment of an Earnest Money Account as defined and more fully described in Paragraph 2.5 of the Third Amendment, and (vi) a modification to the pre-sale requirements and the creation of certain limitations upon the number of unsold residential units Borrower is allowed to have in any stage of construction completion from time to time, all as more fully set forth in Paragraph 2.6 of the Third Amendment.

1.9 Fourth Amendment to Note and Real Estate Mortgage. The Note, the Mortgage, the First Amendment, the Second Amendment, and the Third Amendment were each amended further by a certain Fourth Amendment to Note and Real Estate Mortgage and Assignment of Rents and Leases, dated and executed August 29, 1991, by and among Borrower, Guarantor, and Lender, and recorded September 3, 1991 as Document No. 91452931 in the Office of the Recorder of Deeds of Cook County, Illinois (hereinafter referred to as the "Fourth Amendment"). The Fourth Amendment provided, inter alia, for Borrower to give to Lender a second mortgage ("Second Mortgage") on certain real property owned by Guarantor, commonly known as W1773 Bloomfield Road, Lake Geneva, Walworth County, Wisconsin 53147, as security for certain earnest money and

customer upgrade deposits previously pledged to Lender by Borrower pursuant to the Third Amendment.

1.10 Second Mortgage. At the time of making and delivering the Fourth Amendment, the Borrower offered and Lender accepted, as additional consideration for, and an inducement to, the Lender's deferring the exercise of certain of Borrower's obligations under the Loan, the Second Mortgage as hereinabove described, which was recorded August 30, 1991 as Document No. 217533, Volume 533 of Records on Page 1 through 21, in the Office of Registrar of Deeds of Walworth County, Wisconsin. The Second Mortgage and the Fourth Amendment were made, executed, and delivered concurrently on August 29, 1991. The Second Mortgage was originally for Nine Hundred and Forty Six Thousand Thirty-Two and 00/100 Dollars ($946,032.00) which balance has decreased from time to time as certain deposits and deferred proceeds were repaid pursuant to the terms of Section 2.2 of the Fourth Amendment. However, it was understood and agreed by the Borrower that at no time would the minimal amounts secured by the Second Mortgage be less than Five Hundred Thousand and 00/100 Dollars ($500,000.00), as more fully provided in Section 2.3 of the Fourth Amendment.

1.11 Fifth Amendment to Note and Real Estate Mortgage. The Note, the Mortgage, the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment were each amended further by a certain Fifth Amendment to Note and Real Estate Mortgage and Assignment of Rents and Leases, dated and executed March 29, 1993, by and among Borrower, Guarantor, and Lender, and consented to by MCL Realty, Inc., and recorded April 5, 1993 as Document No. 93247511 in the Office of the Recorder of Deeds of Cook County, Illinois (hereinafter referred to as the "Fifth Amendment"). The Fifth Amendment provided inter alia, (i) a reduction in the maximum outstanding principal loan balance to $8,500,000.00, (ii) an extension of the final date for payment of the entire unpaid principal balance and all accrued and unpaid interest to February 28, 1994, (iii) a deferment of a portion of the Loan repayment due from certain closings on residential sales in the Project, all as more fully set forth in Section 2.2 of the Fifth Amendment, (iv) an amendment of the Second Mortgage and the amounts secured thereby, (v) the grant of a security interest in favor of Lender in the Earnest Money Accounts, and (vi) provisions for delivery of certain budgets and appraisals.

1.12 Amended Second Mortgage. At the time of making and delivering the Fifth Amendment, Borrower offered and Lender accepted, an Amended and Restated Second Mortgage and Security Agreement which was recorded April 2, 1993 as Document No. Volume 254397 of Records on Page 290 in the Office of Registrar of Deeds of Walworth County, Wisconsin ("Amended Second Mortgage"). The Amended Second Mortgage provided, inter alia, that the amount secured by the Amended Second Mortgage would be no less than $950,000.00. The Amended Second Mortgage was made, executed, and delivered as additional consideration for Lender's agreement to

renew the Loan in accordance with the provisions set forth in Section 2.4 of the Fifth Amendment. The Amended Second Mortgage was given as additional collateral to secure the Fifth Amendment, and shall at all times be pledged to secure the Guaranty and the Loan.

1.13 Description of Other Lien Agreements. Venture also executed and delivered to Lender a certain Subordination Agreement, (the "Subordination Agreement"), and a certain Security Agreement (the "Security Agreement"), each dated February 28, 1989 (the Loan Agreement, the Note, the Mortgage, the Guaranty, the Subordination Agreement, Security Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Second Mortgage, the Fifth Amendment, and the Amended Second Mortgage, together with any and all other documents evidencing or securing the obligations of Venture and Borrower, either individually, jointly, or severally, to Lender are hereinafter collectively referred to as the "Loan Documents"). This Sixth Amendment and the two Collateral Assignment and Security Agreements referred to in Section 2.3 hereof shall hereafter be deemed to be included within the definition of the Loan Documents.

1.14 Description of Other Parties. Guarantor is the sole shareholder and director, and an officer of Borrower, and is also the sole shareholder and director, and an officer of MCL Development Corporation, an Illinois corporation (hereinafter "MCL Development"), MCL Construction Corporation, an Illinois corporation (hereinafter "MCL Construction"), and MCL Realty Corp., an Illinois corporation ("MCL Realty"). Guarantor has a direct financial interest in and relationship with the Project because (i) MCL Development is the general contractor of certain of the improvements which have been developed and constructed at the Project, (ii) MCL Construction is the current general contractor of the improvements which have been and will continue to be developed and constructed at the Project, and (iii) MCL Realty is the sales and marketing agent for the Project.

In the Fourth Amendment, at Borrower's request, Guarantor agreed to pledge certain net commissions (as defined in Section 2.2 therein) earned from the current and future sales of residential units to the extent necessary to retire the outstanding balance of certain Deposits. MCL Realty, therefore, joined in the execution of the Fourth Amendment and the Fifth Amendment thereby ratifying its agreement with, and consent to, the provisions therein respecting net commissions earned from current and future sales of residential units in the Project. Borrower has again requested that Guarantor pledge such net commissions (as defined in Section 2.3 of the Fifth Amendment) as additional consideration for this Sixth Amendment, and Guarantor has, accordingly, joined in the execution of this Sixth Amendment.

Guarantor is also a class II limited partner of MCL/Central Station Limited Partnership, an Illinois limited partnership ("MCL/Central").

Guarantor is also a limited partner of Melk Development/MCL Dearborn Park L.P., an Illinois limited partnership ("Melk Development/MCL").

Lender has agreed to Borrower's request to extend the maturity of the Loan as further described in Section 2.2 below. As additional consideration therefor, and at Borrower's request, Guarantor has agreed to pledge certain additional collateral described in Section 2.3 hereof to the extent necessary to meet the Minimum Additional Principal Reduction payments (as defined in Section 2.2 hereof). MCL/Central and Melk Development/MCL, therefore, join in the execution of this Sixth Amendment, thereby ratifying their respective agreement with, and consent to, the provisions of Sections 2.2 and 2.3 hereof.

1.15 Sixth Amendment. Borrower has requested (i) an extension of the maturity of the Loan from February 28, 1994 to July 1, 1995, and (ii) in order to protect and preserve the marketability of the Project from possible adverse publicity, that Lender dismiss the complaint filed in National City Bank, Indiana v. Canyon Strategic Land Trust, Case Number 91L03577, filed in the Circuit Court of Cook County (the "Complaint"). Therefore, in consideration of and at Borrower's request, Lender has agreed to extend the maturity of the Loan and to dismiss the Complaint with prejudice and without costs upon certain terms and conditions which are satisfactory to both Lender and Borrower.

1.16 Ratification of Loan Documents. Borrower and Guarantor acknowledge each of the Loan Documents secures, extends to, includes, and is effective with respect to all past, present, and future indebtedness and obligations to Lender by either of them notwithstanding Borrower's assumption, as surviving partner, of all liabilities, obligations, and responsibilities with respect to the Venture, as aforesaid, including, but not limited to, the Loan as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, this Sixth Amendment, and the Second Mortgage and the Amended Second Mortgage as well as by any future extensions, renewals, increases, amendments, or modifications thereof.

1.17 Modification Agreement. Borrower and Lender desire to modify certain terms and provisions under the Note and the other Loan Documents.

II

Modification Covenants and Representations

To secure the payment and performance of all present and future indebtedness and obligations of Borrower to Lender including, but not limited to (i) the indebtedness evidenced by the Note and all renewals, extensions, modifications, and replacements thereof, and (ii) to the agreements of Borrower contained herein and in the other Loan Documents. Borrower and Lender, in consideration of the premises and of the mutual covenants, agreements, and conditions herein contained, and for other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, agree as follows:

2.1 Incorporation by Reference. The recitals hereto set forth are incorporated herein and made a part hereof.

2.2 The Note. The Note, as heretofore amended from time to time, shall be and is hereby modified by (i) the final date for payment of the entire unpaid principal balance, and all accrued and unpaid interest, shall be due and payable on or before July 1, 1995, and (ii) additional principal reduction payments shall be due and payable as follows:

$220,000.00 on or before the date hereof;

$280,000.00 on or before December 15, 1993;

$500,000.00 on or before June 15, 1994;

$500,000.00 on or before December 15, 1994; and

$500,000.00 on or before June 15, 1995.

Such payment requirements shall be in addition to and not in lieu of Borrower's existing payment obligations and shall hereinafter be referred to as a "Minimum Additional Principal Reduction."

The source of funds for any Minimum Additional Principal Reduction payment shall be (i) the construction margin on units which margin shall be the actual sales price less (a) direct construction costs, (b) actual land value, and (c) actual closing costs, but not to exceed 8% of the sales price (the "Net Construction Margin"), or (ii) any other form of liquidity from a source, unaffiliated with the Project, but available to Borrower or Guarantor, other than (a) those certain eight town homes in Buildings 10 and 11 of the Project which are existing and completed as of the date hereof, (b) the sale, lease, or mortgage of undeveloped land within the Project, or (c) any cash advance to Borrower for direct construction costs.

To the extent the Net Construction Margin, in the aggregate

during any period, exceeds the Minimum Additional Principal Reduction during such period, then the excess Net Construction Margin funds shall be applied to the Minimum Additional Principal Reduction next due.

In the event (i) cash flow is distributed or distributable to Guarantor from MCL/Central and/or Melk Development/MCL, (the "Cash Distribution"), and (ii) the value of the remaining Additional Collateral (as determined in accordance with Sections 2.3 and 2.4 below) is not equal to or greater than 1.15 times the total outstanding and unpaid Minimum Additional Principal Reduction amount, (the "Minimum Collateral Coverage") then Borrower and Guarantor shall:

(a) Apply, in advance, so much of the Cash Distribution to the Minimum Additional Principal Reduction payment next due to cause the Minimum Collateral Coverage to be met;

(b) Deposit the Cash Distribution in a cash collateral account to be held by Lender and applied to any amounts due and owing under the Loan as the same become due or payable; or

(c) Provide to Lender such alternative collateral, as may be acceptable to Lender in its sole discretion, so as to meet or exceed the Minimum Collateral Coverage required herein.

2.3 Additional Collateral for Minimum Additional Principal Reduction. At the request of Borrower and to induce Lender to enter into this Sixth Amendment, Guarantor has agreed to pledge to Lender for the benefit of Borrower the following additional collateral owned by Guarantor to secure the Loan and repayment of the Minimum Additional Principal Reduction payments periodically made and occurring throughout the Loan term:

(i) An assignment by Guarantor of his right to receive any and all cash flow and other cash and non-cash proceeds (including, without limitation, profits, distributable funds, distributions with respect to taxes, proceeds generated by any sale, refinancing, lease or other disposition of any property of MCL/Central, and any other distributions of any nature whatsoever) and the proceeds thereof, which are attributable to, allocated to, or result from Guarantor's existing limited partnership interest in, and any hereafter acquired partnership interest of Guarantor in, MCL/Central and/or the sale or other disposition of such partnership interest.

(ii) An assignment by Guarantor of his right to receive

any and all cash flow and other cash and non-cash proceeds (including, without limitation, profits, distributable funds, distributions with respect to taxes, proceeds generated by any sale, refinancing, lease or other disposition of any property of Melk Development/MCL and any other distributions of any nature whatsoever) and the proceeds thereof, which are attributable to, allocated to, or result from Guarantor's existing limited partnership interest in, and any hereafter acquired partnership interest of Guarantor in, Melk Development/MCL and/or the sale or other disposition of such partnership interest.

(Collectively, the "Additional Collateral").

The Additional Collateral shall secure the Minimum Additional Principal Reduction payments and Lender may attach, collect, assume, or enforce the Additional Collateral at any time that a default by Borrower or Guarantor occurs under the Loan Documents or there is a default in a Minimum Additional Principal Reduction. The Additional Collateral shall be pledged to Lender pursuant to two Collateral Assignment and Security Agreements, in form and substance satisfactory to Lender, to be executed and delivered by Guarantor to Lender contemporaneous with the execution hereof.

In no event shall the net amounts (net of amounts including collection and other costs, fees and expenses incurred by Lender) collected by Lender and applied to the Loan from the Additional Collateral exceed the lesser of (i) the total outstanding and unpaid Minimum Additional Principal Reduction amount, and (ii) $2,000,000.00, in the aggregate from any combination of the Additional Collateral.

2.4 Valuation of Additional Collateral. Borrower shall furnish or cause to be furnished to Lender, as of the date hereof and quarterly thereafter, certified financial statements and cash flow projections to evidence that the net present value of the undistributed cash flow for MCL/Central and Melk Development/MCL at all times during the applicable forthcoming 24 month period equals or is greater than the lesser of: (i) $2,000,000.00 in the aggregate, or (ii) the then existing amounts due under the Minimum Principal Reduction Schedule. A discount rate of 10% shall be applied in the calculations.

All of the foregoing financial statements and other information shall be submitted in reasonable detail, prepared for financial reporting purposes by the chief financial officer of Borrower, MCL/Central and Melk Development/MCL, as appropriate. In the event of a default by Borrower or Guarantor under the Loan Documents, then, at the option of Lender, all of the foregoing financial statements and other information shall be prepared in accordance with generally accepted accounting principles applied

on a consistent basis throughout the periods involved.

2.5 Additional Interest. As provided in the Second Amendment, Borrower is obligated to pay to Lender the Additional Interest, as defined in Paragraph 4 of the Second Amendment. The provisions concerning the Additional Interest are hereby amended such that, in the event (i) the Loan has been paid in full due in part to the application to the Loan of amounts loaned to Borrower from sources other than Lender including amounts paid to Lender pursuant to the pledge of the Additional Collateral and the Second Mortgage which shall be deemed to be loaned to Borrower as it is paid to Lender ("Borrowed Source Repayment"), and (ii) the Project generates Cash Flow (as defined in Paragraph 4 of the Second Amendment) which is deemed Additional Interest payable to Lender, then Borrower shall first meet any Borrowed Source Repayment obligations only as described above or as Lender has pre-approved, and may deduct such amount, only to the extent thereof, from the Additional Interest due and payable to Lender.

2.6 Repayment of Deposits and Deferred Proceeds. As provided in the Fourth Amendment, Lender has again agreed to Borrower's request to defer a portion of the Loan repayment due from certain closings on residential sales ("Deferred Proceeds") in the Project, provided, however, that any such Deferred Proceeds shall be limited only to those residential sales transactions identified on Exhibit "B" attached to the Fourth Amendment or on any substituted Exhibit "B" agreed to in writing by Lender and Borrower. As provided in Section 1.12 of the Fourth Amendment, Guarantor agreed to pledge, for the benefit of Borrower, certain additional collateral owned by Guarantor to secure the Loan and repayment of the Deposits and Deferred Proceeds periodically made and occurring throughout the Loan term. Repayment of the Deposits and Deferred Proceeds will continue to be made from the following sources as provided in the Fourth Amendment:

(i) The net commissions (as defined herein) MCL Realty earns from the current and future sales of residential units to the extent necessary to retire the outstanding balance identified in Exhibit "B" attached to the Fourth Amendment or on any substituted Exhibit "B" agreed to in writing by Lender and Borrower. The net commissions are 6% of the gross sales price for each residential unit less, (a) 2% to be retained by MCL Realty, and (b) a commission of 3% paid to an unaffiliated real estate broker with respect to any such residential sale. In no event will the net commissions be less than 4% of the gross sales price for any particular residential sale not involving an unaffiliated third party broker, and

(ii) Any other form of liquidity or acceptable collateral from a source, unaffiliated with the Project (as defined in the Loan Agreement) but available to Borrower, and

(iii)Liquidation of the collateral pledged by way of the Amended Second Mortgage, amended and restated of even date herewith.

Any outstanding balance due and owing shall be declared due in full upon maturity of the Loan.

2.7 Escrow Account for Deposits. As provided in the Fourth Amendment, Borrower shall continue to place or cause to be placed all Deposits (i.e., earnest money deposits and customer upgrade deposits) into an escrow account ("Escrow Account") specifically established and amended hereby to be controlled by the law firm of Sachnoff & Weaver, Ltd. which will act as custodian for Lender and escrow agent for the parties ("Escrow Agent") subject to the terms and conditions of an escrow letter agreement dated August 29, 1991, as amended hereby. To the extent permitted by law, Borrower hereby grants to Lender a continuing security interest in the Escrow Account to be held, administered, and controlled by the Escrow Agent, and this Sixth Amendment shall constitute a Security Agreement upon the Escrow Account. Borrower agrees to execute and deliver to Lender from time to time such UCC Financing Statements as may be reasonably requested by Lender to perfect its security interest in the monies held in the Escrow Account.

2.8 Reporting Requirements. As also provided in the Fourth Amendment, Borrower shall continue to furnish or cause to be furnished to Lender monthly the following:

(i) Escrow Account. Borrower shall cause the Escrow Agent to furnish Lender with a detailed report identifying in ledger format each of the Deposits received, and advanced from the Escrow Account accompanied by the previous month's Escrow Account bank statement, on a monthly reporting form satisfactory to Lender's Commercial Auditing Department. The monthly report shall be furnished to Lender within five (5) business days of the Escrow Agent's receipt of its bank statement for such account.

(ii) Customer Upgrades. Each month Lender shall review Escrow Agent's monthly reports provided as aforesaid and shall compare the results to individual residential unit contract sale files held or maintained by Borrower or its sales representatives or agents. Escrow Agent shall deliver a check to Lender monthly for deposit to the Cash Collateral Account (as defined in the Loan Agreement) and as more fully provided in Section 2.4 of the Third Amendment, for customer upgrades deposited during the preceding month. Borrower shall continue to comply with the established Customer Upgrade Reporting Procedure in form and substance satisfactory to Lender's Commercial Auditing Department.

2.9 The Other Loan Documents. The Mortgage and each of the

other Loan Documents are hereby ratified and confirmed and remain in full force and effect.

2.10 Representations and Warranties As To Loan Agreement. Borrower and Guarantor each represent and warrant to Lender that all representations and warranties contained in Paragraph 8 of the Loan Agreement are true as of the date hereof, that there has been full compliance with the covenants contained in Paragraph 9 of the Loan Agreement and that as of the date hereof there exists no default or any condition that, with the giving of notice or lapse of time or both, would constitute a default under the Loan Agreement except as previously disclosed to Lender, including the withdrawal of one of the Venture partners.

2.11 Representations and Warranties As To Note and Other Loan Documents. Borrower and Guarantor each represent and warrant to Lender that all representations and warranties contained in each of the Note and the Loan Documents are true as of the date hereof, that there has been full compliance with the covenants contained in each of the Note and the Loan Documents and that as of the date hereof there exists no default or any condition that, with the giving of notice or lapse of time or both, would constitute a default under the Note and the Loan Documents except as previously disclosed to Lender.

2.12 No Forbearance or Waiver of Remedies. Except as specifically set forth herein, nothing contained herein shall be deemed to be an agreement by Lender to forbear in exercising any of its rights or remedies available under the Loan Documents, at law or in equity, and Lender expressly reserves any and all rights and remedies available to it under the Loan Documents, at law or in equity. No failure to exercise or delay by Lender in exercising any right, power, or privilege hereunder, under the Loan Documents, or at law or in equity, shall preclude any other or further exercise thereof, or the exercise of any other right, power, or privilege.

2.13 Expenses, Attorneys' Fees. Lender is hereby authorized to reimburse itself from the undisbursed portion of the Loan, and Borrower acknowledges that Lender has such right, all amounts incurred by or on behalf of Lender for attorneys' fees and all other expenses reasonably incurred by or on behalf of Lender by reason of the matters specified herein and for the preparation of this Sixth Amendment or any previous Amendments to or modifications of the Loan Documents as well for all other documents necessary and required to effectuate the provisions of this Sixth Amendment. In the event any dispute shall arise concerning the subject matter of this Sixth Amendment, then Lender shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection therewith, including without limitation, all costs of trial, appellate, and bankruptcy proceedings. The rights and remedies of Lender contained in this Section 2.13 or elsewhere in this Sixth Amendment shall be in addition to, and not in lieu of, the rights and remedies contained in the Loan

Documents and as otherwise provided by law or in equity.

2.14 Consent to Agreement. Borrower and Guarantor individually, jointly, and severally acknowledge that they have thoroughly read and reviewed the terms and provisions of this Agreement and that each is familiar with the same, that the terms and provisions herein contained are clearly understood by each and have been fully and unconditionally consented to by Borrower and Guarantor, have each had the full benefit and advice of counsel of their own selection, or the opportunity to obtain the benefit and advice of counsel, in regard to understanding the terms, meaning, and effect of this Sixth Amendment, and that this Sixth Amendment has been entered into by Borrower and Guarantor freely, voluntarily, with full knowledge, and without duress, and that in executing this Sixth Amendment, Borrower and Guarantor are relying on no other representations either written or oral, express or implied, made by Lender, or by any other party and that the consideration received by Borrower and Guarantor hereunder has been actual and adequate.

2.15 Title Company Approval. This Sixth Amendment shall be of no force and effect unless and until after the recordation hereof in the Office of the Recorder of Deeds of Cook County, Illinois. Chicago Title Insurance Company shall issue an endorsement to its previously issued Alta Loan Policy No. 71-98-536 under which it insures Lender that the Mortgage as amended hereby, constitutes a valid lien on the Real Estate described in said Mortgage subject only to the liens and encumbrances set forth on Exhibit "B" to the Mortgage and to current real estate taxes.

2.16 No Joint Venture. It is hereby acknowledged by Borrower and Guarantor that the relationship between Lender and Borrower, or Lender and Guarantor, as the case may be, is that of creditor and debtor, or creditor and guarantor, and is not intended to be and shall not in any way be construed to be that of a partnership, a joint venture, or that of principal and agent; and it is hereby further acknowledged that any disbursement of the Loan to any one other than Borrower shall not be deemed to make Lender a partner, joint venturer, or principal or agent of Borrower, but rather shall be deemed to be solely for the purpose of protecting Lender's security for the Loan.

2.17 Binding Effect. This Sixth Amendment shall be binding upon and inure to the benefit of Borrower, Guarantor, and Lender, and their respective heirs, beneficiaries, successors, assigns, and personal and legal representatives.

2.18 Governing Law. This Sixth Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.

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

BORROWER

Dearborn Prairie Homes Corporation, an Illinois corporation

By: _____
Daniel E. McLean
President

GUARANTOR

_____
Daniel E. McLean,
Individually
SSN: 343-38-9935

LENDER

NATIONAL CITY BANK, INDIANA

By: _____
John J. Thullen,
Vice-President

93785119

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, MARILYN TOLVAYSH, a Notary Public in and for the County and State aforesaid, do hereby certify that Daniel E. McLean, President of Dearborn Prarie Homes Corporation, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and did then and there affix the corporate seal of said corporation to said instrument as his 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 27 day of September, 1993.

Marilyn Tolvaysh
Notary Public

My Commission Expires:

OFFICIAL SEAL
MARILYN TOLVAYSH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 02/23/97

93785119

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, MARILYN TOLVAYSH, a Notary Public in and for the County and State aforesaid, do hereby certify that Daniel E. McLean, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered 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 27 day of September, 1993.

OFFICIAL SEAL
MARILYN TOLVAYSH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 02/23/97

Marilyn Tolvaysh
Notary Public

My Commission Expires:
2-23-97

93785119

STATE OF _____)
) SS:
COUNTY OF _____)

I, MARILYN TOLVAYSH, a Notary Public in and for the County and State aforesaid, do hereby certify that John J. Thullen, Vice-President of National City Bank, Indiana, a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice-President, appeared before me this day in person and acknowledged 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; and did then and there affix the corporate 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 27 day of September, 1993.

Marilyn Tolvaysh
Notary Public

My Commission Expires:

OFFICIAL SEAL
MARILYN TOLVAYSH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/23/97

93785119

CONSENT

MCL REALTY, INC., an Illinois corporation, hereby consents to the provisions of and agrees to comply with certain repayment requirements set forth in this Sixth Amendment.

MCL REALTY, INC.

By: _____
Daniel E. McLean,
President

CONSENT

MCL/CENTRAL STATION LIMITED PARTNERSHIP, an Illinois limited partnership, hereby consents to the provisions of and agrees to comply with certain requirements set forth in Sections 2.2 and 2.3 of this Sixth Amendment.

MCL/CENTRAL STATION
LIMITED PARTNERSHIP

By: MCL/Central Station,
Inc., an Illinois
corporation,
General Partner

By: _____
Daniel E. McLean,
President

CONSENT

MELK DEVELOPMENT/MCL DEARBORN PARK L.P., an Illinois limited partnership, hereby consents to the provisions of and agrees to comply with certain requirements set forth in Sections 2.2 and 2.3 of this Sixth Amendment.

MELK DEVELOPMENT/MCL
DEARBORN PARK L.P.

By: MCL/Dearborn Park, Inc.,
an Illinois corporation,
General Partner

By: _____
Daniel E. McLean
President

EXHIBIT "A"

Parcel "A":

Block 5 in Dearborn Park Unit No. 2, being a resubdivision of Sundry lots and vacated streets and alleys in part of the North East 1/4 of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel "B":

Block 7 together with the South 381.50 feet of Block 4 in Dearborn Park Unit No. 2, being a resubdivision of Sundry lots and vacated streets and alleys in part of the North East 1/4 of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property bounded by Roosevelt Road on the North and 15th Street on the South, State Street on the East.

Permanent Index No.: 17-21-210-012, 009, 013, 011, 013, 024 and 028.

17 21 210 008, 016, 017, 022, 010, 022, 026, 032 and 082.

M/PAW/6AMEND-2

COOK COUNTY, ILLINOIS
FILED FOR RECORD

93 SEP 30 AM 11:00

93785119