LOAN MODIFICATION AND EXTENSION AGREEMENT

This is a Loan Modification and Extension Agreement dated February 12, 1993, by and between Harris Bank Hinsdale, National Association ("Mortgagee"), Harris Bank Hinsdale, National Association as Trustee under Trust Agreement dated September 1, 1988 and known as Trust No. L-2021 ("Mortgagor") and Castle Construction Corporation ("Co-Obligor").

Mortgagee has heretofore made a loan to Mortgagor and Co-Obligor in the original principal sum of Five Hundred Thousand and No/100 Dollars (\$500,000.00). Mortgagor's and Co-Obligor's obligation to repay said loan is evidenced by a promissory note ("Note") dated May 12, 1992 and is secured by a wortgage ("Mortgage") dated May 12, 1992 and recorded August 31, 1992 in the Recorder's Office of Cook County, Illinois as Document No. 92642116 mortgaging, granting and conveying to Mortgagee that certain parcel of land, and the improvements thereon, located in Cook County, Illinois and legally described on Exhibit A hereto.

(said Note and Mortgage are hereinafter referred to as the "Loan Documents")

Mortgagor and Co-Obligor have asked Mortgagee to extend the maturity date of the Note and Mortgagee is willing to extend the maturity date of the Note on the terms and conditions set forth herein.

In consideration of the foregoing, and of the mutual promises herein set forth, the parties hereto acknowledge and agree as follows:

- 1. The balance of the principal indebtedness remaining from time to time outstanding shall hereafter hear interest at the rate of two percent (2%) over the Harris Bank Hinsdale, National Association prime rate of interest as set from time to time and shall change as and when there is a change in said prime rate. The prime rate of interest as of the date of this Agreement is six percent (6%).
- 2. Mortgagor and Co-Obligor agree to pay the interest monthly on the twelveth day of each and every month until the principal indebtedness and all accrued interest and other charges have been paid in full.
- 3. Notwithstanding any provision hereof to the contrary, the entire principal balance then outstanding and all accrued interest and other charges, shall be due and payable on May 12, 1993 (the "Maturity Date").
- 4. None of the rights of Mortgagee under the Loan Documents shall be prejudiced by reason of this Agreement and this Agreement shall not affect the lien and charge of the Loan Documents upon the property covered thereby.

Property or Cook County Clerk's Office

5. Mortgagor and Co-Obligor hereby acknowledge and agree that the Loan Documents remain in full force and effect, except as they have been expressly modified by the terms of this Loan Modification and Extension Agreement. In all other respects not inconsistent with this Loan Modification and Extension Agreement, the terms of the Loan Documents are hereby ratified and reconfirmed.

IN WITNESS WHEREOF, Mortgagor has executed this Loan Modification and Extension Agreement this 12th day of February, 1992.

Harris Bank Hinsdale, National Association as Trustee under Trust Agreement dated September 1, 1988 and known as Trust No. L-2021

Bv:

Attest:

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IN WITHESS WHEREOF co-Obligor have executed this Loan Modification and Extension Agreement this 12th day of February, 1993.

Castle Construction Corporation

Bu.

Marilu B. Meyer, President

IN WITNESS WHEREOF, Mortgagee has executed this Loan Modification and Extension Agreement this 12th day of Pebruary, 1993.

Harris Bank Minsdale, National Association

By:

Assistant Nice President

This document was prepared by:

Wendy Wrann/JSG Harris Bank Hinsdale, N.A. 50 South Lincoln Street Hinsdale, Illinois 60521 COOK COUNTY, ILLINOIS FILED FOR RECORD

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State of Illinois County of DuPage

I, the undersigned, a Notary Public in and for said County and the State of Illinois, hereby certify that limit Amaskers and Knowl Wolf who P. B.O. of Harris Bank and are Hinsdale, N.A., personally known to me, to be the same person 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 his free and voluntary act, for the uses and purposes Given under my manu and official seal this 12th day OFFICIAL SEAL" therein set forth. of Pebruary 1993.

Sandra Vesely Hy commission expires hy Commission Service Any 11, 1958 Notary Public, State of Illinois

_, 19___

Notary Public

State of Illinois County of DuPage Cook

I, the undersigned, a Notary Public in and for said County and the State of Illinois, hereby certify that Marilu B. Meyer, who is President of Castle Contruction Corporation, personally known to me, to be the same person whose names is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this 12th day of February, 1993.

My commission expires

"OFFICIAL SEAL" Martin W. Whalen Netary Public, State of Illinois My Commission Expires Dec. 17, 1995

Notary Public

State of Illinois County of

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Jeffrey S. Grimes, who is Assistant Vice President of Harris Bank Hinsdale, National Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President, appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act: and as the free and voluntary act of the corporation for the uses and purposes therein set Given under my hand and seal this 12th day of February, 1993.

Notary Public

"OFFICIAL SEAL" Wondy L. Wrann Notary Public, State of Ikinois 'v Commission Expires 10/27/93

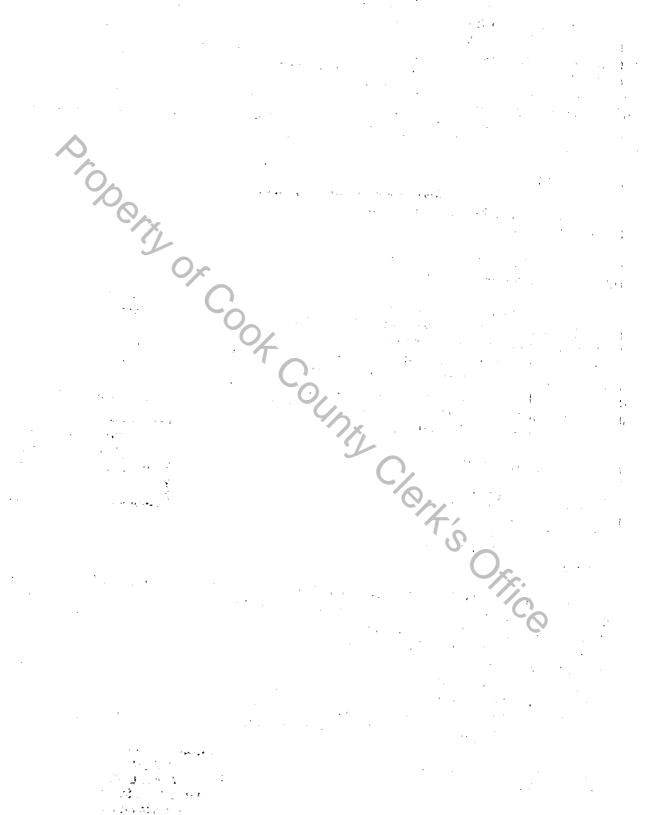


EXHIBIT "A"

LOTS 4, 5, 5, 7, 8, 9 AND 10 IN BLOCK 36 IN PREDERICK H. BARTLETT'S GREATER CALUMET SUBDIVISION OF CHICAGO A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property commonly known as: 1047 West 115th St., Chicago, Illinois

25-20-402-001-0000 P.I.N. 25-20-402-002-0000 25-21-102-003-0000 25-20-102-004-0000 25-20-402-005-0000 Coot County Clark's Office 25-20-402-506-0000 25-20-402-00/-0200

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CONSENT OF GUARANTOR

The undersigned, having executed and delivered to Mortgagee their joint and several guaranty of payment and performance under the Loan Documents, have read and are hereby consenting to the foregoing Loan Modification Agreement.

GUARANZOP:

Cook County Clerk's Office

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Grantor, CITGO PETROLEUM CORPORATION, a Delaware Corporation of the City of Tulsa County of Tulsa, State of Oklahoma in consideration of the sum of TEN DOLLARS (\$15.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby give and grant to COMMONWEALTH EDISON COMPANY, an Illinois Corporation, its successors and assigns (hereinafter referred to as "Grantee"), hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, a perpetual hereby releasing and right and easement to construct, erect, operate, use, patrol, maintain, relocate, replace, rebuild, enlarge, renew and remove in compliance with all applicable laws, regulations and ordinances and electric transmission industry practices and standards overhead and underground electrical and communication transmission lines. consisting of one or more circuits, including, but not limited to towers, pole structures and poles, with their foundations, wires, cables, conduits, cooling oil, gas or other choling medium with pipes, ducts and pumps, underground counterpoise, anchors, underground ground grid, manholes, transformers, pedestals, and necessary fixtures, conductors and appurtenances attached thereto or adding to the number of said above enumerated facilities, in, over, under, upon or across the easement strip as hereinafter described, together with the right to cut down, trim or otherwise control the growth of all trees and bushes growing upon or over said easement strip and to clear roctifuctions from the surface and subsurface and the right of ingress and egress to and over said above easement strip at any and all times, for such purposes, including patrolling the lines, repairing, removing, renewing or adding to the number of said enumerated facilities. In the event this transmission line causes any electronic interference with Grantor's facilities, Grantee at its sole cost and expense will take necessary action to correct said interference. If Grantee installs any underground facilities Grantee shall furnish Grantor with as-built diawings and if this transmission line is ever abandoned by Grantee, Grantees shall facilities of the state of remove all facilities at its sole cost and expense. The land over which this easement is granted is described as fallows:

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Grantes will pay Grantor for all drages done to crops or livestock and will promptly repair or replace all damaged fences, gates, drains and ditches which may result from the installation and maintenance of said enumerated facilities.

In the event an existing fence is cut for enistruction purposes, Grantee will provide a temporary fence which will promptly be replaced by a permanent fenca in a workmanlike manner upon completion of construction.

Upon completion of construction of said transmission lines, Grantee will restore the surface of the construction area to as near as possible its original condicion when first entered upon by Grantee.

The Grantor expressly reserve(s) the right to use the surface of said premises for agricultural or landscaping purposes only, and said use shall be subject to the rights herein granted and shall be in such manner as not to interfere with the construction, operation, maintenance patrol and use by Grantee, its successors and assigns of the electrical transmission lines, equipment and appurturances thereto, or with other transmission line uses, and no building, structure or obstruction shall be placed, erected or used by Grantor on said premises. No changes in grade shall be made that would increase or decrease the existing ground elevation by more than one foot, and no ponds, ditches, water storage facilities, irrigition systems, underground pipe or other facility (other than nonmetallic farm drainpipe) shall be placed in [ail premises without obtaining the prior written consent of the Grantee. Also no burning or composting shall be done in said promises without obtaining the prior written consent of the Grantee.

No highly flammable or explosive materials or hazardous waste shall be stoled or burned on the easement premises, nor shall the transportation, use or movement of anything having a height in excess of 15 feet from original ground grade level be allowed on the easement premises.

In the event the Grantee deems it practical to abandon said easement premises, Grantee shall, pursuant to a request by the property owner of record or an appropriate party, release and disclaim all rights at Grantee's expense.

This Grant contains all the terms and conditions of this easement, express or implied between the parties hereto and shall be binding upon and inure to the benefit of, Grantor(s) and Grantee and their respective legal representatives, heirs, successors, assigns, lessees and licensees.

Witness Grantor's hand and seal this day of augus 1 . 15 1	⊈ .
CLTBO PEZROLEUM CORPORATION	
Carrate By:	(SEAL)
Max gardeny	
ATTEST: AND USE SEAL	(SEAL)
Asst. Secretary (SEA)	(SEAL)

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This instrument prepared by ...

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Commonwealth Edison Co. Mail To: Real Estate Department

P.O. Box 757 - E. VRINCE ... F. O. Box 767, Chicago, Illinoi 60690 Attn: M. Mc Namara

Thicago, Illinois 20000, on behalf of Commonwealth Elison Company

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The undersigned tenant_ and person_ in possession of the premises above described in consideration of the sum of \$7.00 to in hand paid by Commonwealth Edison Company, does hereby consent and agree that said Commonwealth Edison Company, its successors and assigns, may construct, erect, operate, use, patrol, maintain, relocate, replace, enlarge, renew and remove electrical transmission lines in, over and upon said premises upon the terms and conditions as are stated and set forth in this instrument. Witness ______ hand__ and seal__ this _____ day of ______, 199 . WITHESS: _ CO:NTY UF STATE OF 1, a Notary Public in and for the State and County aforesaid, residing in the County of do hereby certify that personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth. Given under my hand and notarial seal this _____ day of _____ A.D. 19___. My Commission expirat I, the undersigned, a Novary Public in and for the state and county aforesaid, do hereby certify that pre-monally known to me to be the State personally known to me to be the personally known to me to be the personally known to me to be the said secretary of the laid corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and semerally acknowledged that as such Secretary, they signed and delivered the said instrument of writing as Secretary of the said Corporation, and caused the seal of the said Corporation to be affixed thereto pursuant to such ority given by the Board of Secretary are and deep of said the said Corporation, as their free and voluntary att, and as the free and voluntary act and deen of said Corporation, for the uses and purposes therein set onth. Given under my hand and notarial seal this Commission expires 1-31-96 Consent of Mortgagee The undersigned, being mortgages/trustee under mortgage/trust deed recorded in the Office of the Recorder of Deeds of _____ County, Illinois, __ Decument No. _____ hereby consent to the rights herein granted. Executed by Mortgagee/trustee _______, 19___. If grantors are individuals, complete the following: COUNTY OF __ I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that personally known to me to be the same person(s) whose name(s) is/are-subscribed to the foregoing instrument, appeared before me this day in person and acknowledged he/she/they signed, spaled and delivered this instrument as his/her/their free and voluntary act for the uses and purposes therein set forth. Notary Public

My Commission expires _____