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LOAN MODIFICATION AGREEMENT

This Agreement entered into this 25th day of January, 1994 by and between FIRST UNITED BANK, an Illinois banking corporation, herein called "Bank" and FIRST UNITED BANK, as Trustee under Trust No. 1469 and dated November 10, 1988 herein called "Borrower", C.M.S. DEVELOPERS, INC. and CLYDE D. SANA, herein collectively called "Guarantors".

WHEREAS, Borrower is indebted to the Bank with respect to a certain promissory note dated December 3, 1993, in the face amount of THREE HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS (\$360,000.00) (herein called "Note"), which is secured by a Mortgage and Assignment of Rents of even date and recorded in the office of the Recorder of Deeds of Cook County. Said Mortgage is recorded as Document Number 03059699 (herein called "Mortgage") and said Assignment of Rents is recorded as Document Number 03059700; and

WHEREAS, C.M.S. Developers, Inc. and Clyde D. Sana, are Guarantors of the indebtedness due the Bank by Borrower; and

WHEREAS, Borrower desires to modify certain provisions of the Mortgage and Assignment of Kents recorded in the Office of the Recorder of Deeds of Cook County, Illinois, and

WHEREAS, the Bank is willing to make certain modifications to the provisions of the above Mortgage and Assignment of Rents as herein set forthbelow.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, it is mutually agreed by and between the undersigned parties as follows:

- 1. The foregoing preambles are incorporated by reference and made a part hereof.
- 2. The legal description of said Nortgage and Assignment of Rents are hereby amended to add the following described property to wit:

Lot 17 in Brandon Farms Subdivision, being a Subdivision of that part of the Southeast 1/4 of the Northwest 1/4 of Section 8, Township 35 North, Range 14 East of the Third Principal Meridian, lying West of the Westerly right of way line of Reigel Road, (except therefrom the North 33 feet thereof) and (excepting therefrom the South 311 feet thereof) in Cook Jounty, Illinois.

Permanent Index Number: 32-08-109-008-0000
Property Address: Vacant Lot 17 in Brandon Farms Subdivision, Chicago Heights, IL

- 3. C.M.S. Developers, Inc. and Clyde D. Sana hereby vaconditionally; pointly and severally, guarantee payment in the amount of \$100 000.00 of the Note identified herein.
- 4. Except as modified herein, all promissory notes, security agreements, mortgages, chattel or otherwise shall remain in full force and effect upon the original terms and conditions set forth therein.
- 5. The Borrower agrees to pay all legal fees and costs in conjunction with the preparation, execution and implementation of this Loan Modification Agreement.
- 6. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.
- 7. This Agreement shall be construed in accordance with the laws of the State of Illinois.
- 8. The Bank's rights specified in this Agreement are in addition to those rights otherwise created.

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9. Any modifications or changes to this Agreement must be in writing.

WHEREFORE, the undersigned parties hereby agree to the above terms and conditions as set forth herein.

FIRST UNITED BANK,	FIRST UNITED BANK,
as Trustee under Trust No. 1469)	as Bank
BY: Its: Senior Vice President	BY: Ats: President
1887	Testuent
ATTEST: Sellen Jack	ATTEST:
Ats: President	Its: Senior Vice President
CONSENT TO	LOAN MODIFICATION
The undersigned endorser or endor secondary obligor or obligors, in borrowers, hereby consent to the	sers, guarantor or guarantors, or other cluding an original unreleased borrower or foregoing loan modification.
C.M.S. DEVELOPERS /INC.	
BY: Its: President	Clyde D. Sana, personally
STATE OF ILLINOIS) SS	
COUNTY OF Cook	
aforesaid, DO HEREBY CERTIFY, the Senior Vice President of FIRST UNITE President of said Bank,	D SANK and <u>G. Weldon Fogal</u> , who are personally known to me to be the
Senior Vice President and President this day in person and acknowledge instrument as their own free and v	ribed to the foregoing instrument as such , respectively, appeared before med that they signed and delivered the stid voluntary est and as the free and voluntary cresaid, for the uses and purposes therein set forth
	rial seal this 25th day of January, 1994.co
" OFFICIAL SEAL "	
KATHLEEN C COYLE	Total an The
MY GONALSON EXPIRES 3/2/94	COOK COUNTY ILLINOIS
ORDER OF TITINGE	FILED FOR RECORD
STATE OF ILLINOIS)) SS	94 FEB 17 PM 2: 32 94 154 049
COUNTY OF Cook)	Co
aforesaid, do hereby certify that	Public in and for the County and State G. Weldon Fogal and W. Anthony
Kopp whose names are a president , respectively	of FIRST UNITED BANK, a corporation,
subscribed to the foregoing instrument and acknowledged to me that they, be	ment, appeared before me this day in person eing thereunto duly authorized, signed and
delivered said instrument as thei free and voluntary act of said corp set forth.	r own free and voluntary act and as the oration, for the uses and purposes therein
Given under my hand and notar	ial seal this 25th day of January, 1994.
" OFFICIAL SEAL "	Krist V.
KATHLEEN C COYLE	Notary Public

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county of Cook) ss

I, the undersigned, Notary Public in and for the County and State aforesaid, do hereby certify that Clyde D. Sana, whose name is as President of C.M.S. DEVELOPERS, INC., a corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered 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 25th day of January, 1994.

"OFFICIAL SEAL"

KATHLEEN C COYLE

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TO COMPRISSION EMPTIES 3/2/84

SS

Notary public

STATE OF ILLINOIS

COUNTY OF CARE

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Clyde D. Sana, 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 free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and rotarial seal, this 25th day of January, 1994.

" OFFICIAL SEAL "
NATHLEEN C. COYLE
HOTART PARTS, STATE OF HE 1935
MY CONSISSEM EXPRES 3/2/94

Notary Public

To:

THIS INSTRUMENT WAS PREPARED BY AND MAIN TO:

STEVEN D. RAKICH (KC-1191-591) 4749 LINCOLN MALL DRIVE SUITE 204 MATTESON, IL 60443

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