

H 471495 LD  
Bill: CMS Developers  
398 W. 14th St.  
Chicago Heights, IL  
60411

LOAN MODIFICATION AGREEMENT

This Agreement entered into this 1st day of April, 1994 by and between FIRST UNITED BANK, an Illinois banking corporation, herein called "Bank" and CALUMET NATIONAL BANK, as Trustee under Trust No. P3494 and dated February 3, 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 16, 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 Trust Deed of even date and recorded in the office of the Recorder of Deeds of Lake County as Document Number 94004129; and

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

WHEREAS, Borrower desires to modify certain provisions of the Trust Deed recorded in the Office of the Recorder of Deeds of Lake County, Illinois; and

WHEREAS, the Bank is willing to make certain modifications to the provisions of the above Trust Deed as herein set forth below.

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 Trust Deed is hereby amended to add the following described property to wit:

Lots 2 and 10, Mariners Cove an addition to the Town of Munster, as shown in Plat Book 74, Page 85, in Lake County, Indiana.

Key No. 28-563-2

Property Address: Vacant Lot 2 in Mariners Cove Subdivision, Munster, Indiana

3. C.M.S. Developers, Inc. and Clyde D. Sana hereby unconditionally, jointly 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, trust deeds, 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.

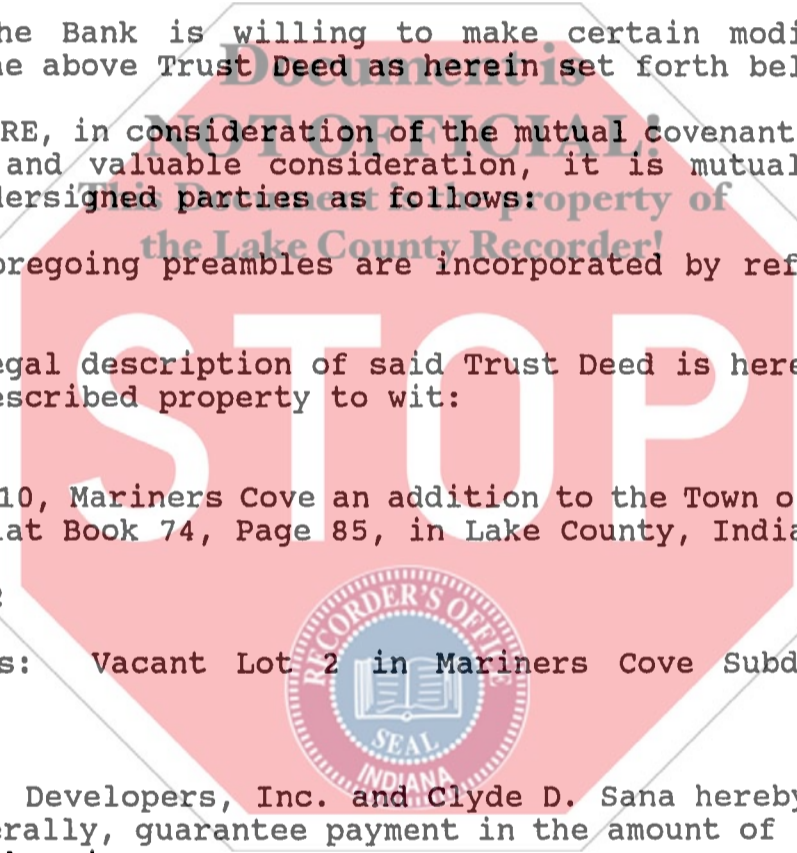
6. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

7. This Agreement shall be construed in accordance with the laws of the State of Indiana.

8. The Bank's rights specified in this Agreement are in addition to those rights otherwise created.

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

SUBJECT TO TRUSTEE'S EXCULPATION ATTACHED HERETO AND MADE A PART HEREOF.



STATE OF ILLINOIS  
RECORDER OF DEEDS  
APR 18 11 08 AM '94  
S. RECORDER

Chicago Title Insurance Company

1300 OK

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

CALUMET NATIONAL BANK  
as Trustee under Trust No. P3494

FIRST UNITED BANK,  
as Bank

BY: Cletus F. Epple  
Its: Cletus F. Epple, Executive Vice President & Senior Trust Officer

BY: [Signature]  
Its: Senior Vice President

ATTEST: Debra K. Luke  
Its: Debra K. Luke, Vice President & Trust Officer

ATTEST: [Signature]  
Its: Loan Officer

CONSENT TO LOAN MODIFICATION

The undersigned endorser or endorsers, guarantor or guarantors, or other secondary obligor or obligors, including an original unreleased borrower or borrowers, hereby consent to the foregoing loan modification.

C.M.S. DEVELOPERS, INC.  
BY: [Signature]  
Its: President

[Signature]  
Clyde D. Sana, personally

STATE OF INDIANA )  
COUNTY OF Lake ) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Cletus F. Epple of CALUMET NATIONAL BANK and Debra K. Luke of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Exec VP & Senior TO and VP & TO, 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 for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of April, 1994.

MY COMMISSION EXPIRES  
May 19, 1997

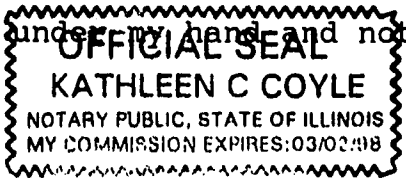
[Signature]  
Notary Public Roberta L. Martinez

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS



I, the undersigned, Notary Public in and for the County and State aforesaid, do hereby certify that W. ANTHONY KOPP and MARILYN CARLSSON whose names are as SR. VICE PRESIDENT and LOAN OFFICER, respectively of FIRST UNITED BANK, a corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered 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 1st day of April, 1994.



[Signature]  
Notary Public

STATE OF ILLINOIS )  
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

SUBJECT TO TRUSTEE'S EXCULPATION ATTACHED  
HEREIN AND MADE A PART HEREOF





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 said Trustee are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee 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 said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Calumet National Bank on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on Calumet National Bank, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or Local law, rule or regulation. Calumet National Bank, personally is not a "Transferor" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in its instrument.