

THIRD MORTGAGE MODIFICATION AGREEMENT

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This Third Mortgage Modification Agreement ("Agreement") is made this 2nd day of April, 2007 by and between FIRST UNITED BANK, an Illinois banking corporation ("Lender") and Lake County Trust Company, not personally, but as Trustee under a Trust Agreement dated July 2, 2002 and known as Trust Number 5347 ("Mortgagor").

RECITALS

WHEREAS, Lender has loaned to Hunter's Chase Partnership, an Illinois partnership ("Hunter's") the sole beneficiary of Lake County Trust Company Trust Number 5347 ("Trust"), for use as a line of credit, the sum of \$945,000.00 and such indebtedness is evidenced by Promissory Note (referred to herein as the "First Note") executed by Hunter's which is secured by a mortgage (the "Indiana Mortgage") dated January 20, 2004 on the real estate described in Exhibit A attached hereto and recorded in the Office of the Recorder of Deeds in Lake County, Indiana as Document Number 2004006337 on January 23, 2004, and which is also secured by an Assignment of Rents executed by Trust and recorded in the Office of the Recorder of Deeds in Lake County, Indiana as Document Number 2004006338 on January 23, 2004, (the "Assignment of Rents"); and

STATE OF INDIANA
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LAKE COUNTY
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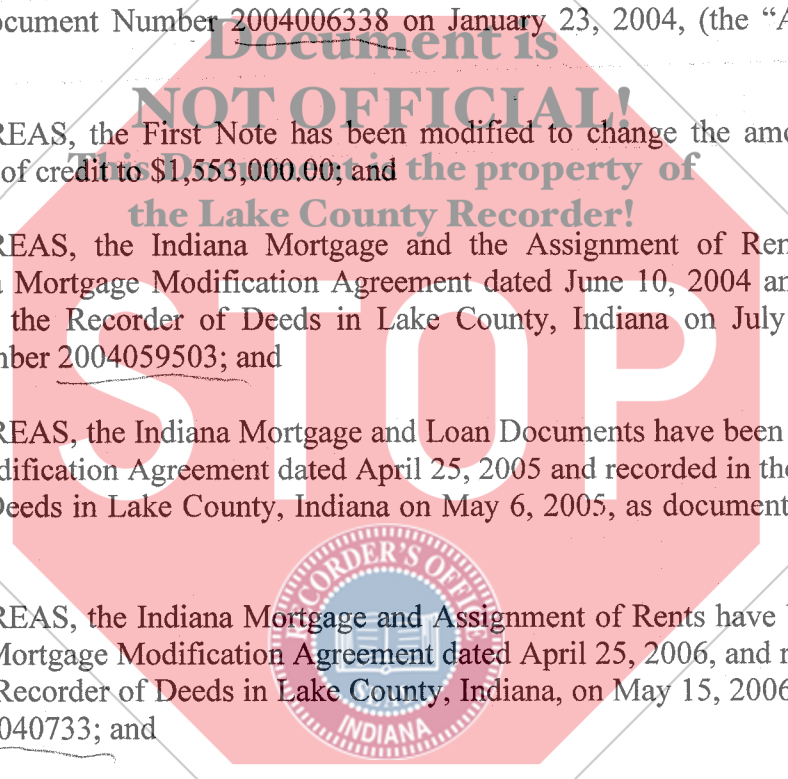
WHEREAS, the First Note has been modified to change the amount available under the line of credit to \$1,553,000.00; and

WHEREAS, the Indiana Mortgage and the Assignment of Rents have been modified by a Mortgage Modification Agreement dated June 10, 2004 and recorded in the Office of the Recorder of Deeds in Lake County, Indiana on July 15, 2004, as document number 2004059503; and

WHEREAS, the Indiana Mortgage and Loan Documents have been modified by a Mortgage Modification Agreement dated April 25, 2005 and recorded in the Office of the Recorder of Deeds in Lake County, Indiana on May 6, 2005, as document number 2005 036650; and

WHEREAS, the Indiana Mortgage and Assignment of Rents have been modified by a Second Mortgage Modification Agreement dated April 25, 2006, and recorded in the Office of the Recorder of Deeds in Lake County, Indiana, on May 15, 2006, as document number 2006 040733; and

WHEREAS, the parties have agreed to extend the maturity date of the First Note to April 25, 2008; and



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WHEREAS, the First Note, Indiana Mortgage, and all other documents securing the Loan or executed by the Borrower in connection with the Loan are collectively referred to herein as the "Loan Documents"; and

WHEREAS, the parties have agreed to modify the maturity date for the First Note, and such modification is set forth in a Sixth Modification Agreement For Note of even date herewith, the terms of which are incorporated herein by reference; and

WHEREAS, the Lender and Borrower have agreed to modify and amend the Loan Documents.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The recitals set forth above are incorporated herein by reference as if more fully set forth herein. To the extent that the terms contained herein conflict with the terms of the Loan Documents, the terms of this Agreement shall control.
2. The First Note is hereby modified to provide that the maturity date of the First Note is changed to April 25, 2008, at which time any and all unpaid principal and unpaid and accrued interest shall become due.
3. Except as expressly changed by this Agreement, the terms of the First Note, the Indiana Mortgage, and any other Loan Documents and prior amendments or modifications thereof, shall remain unchanged and in full force and effect in accordance with their respective terms, and the execution and delivery of this Agreement shall not operate to waive any rights or remedies that Lender may have with respect to the Loan Documents, to forgive or waive any violation, default or breach under the Loan Documents, or to obligate Lender in any manner to make any further extensions of credit other than as expressly provided for herein.
4. Whenever the context requires or permits, the singular shall include the plural, and vice versa, and the masculine, feminine and neuter shall be freely interchangeable.
5. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties.
6. The laws of the State of Illinois shall govern this Agreement.
7. This Agreement may be executed in counterparts each of which shall constitute an original, but all together shall constitute the same Third Mortgage Modification Agreement.

8. The parties agree to execute all other documents and agreements to fully effectuate the transaction contemplated herein. Each party acknowledges that they have been represented by counsel of their own choosing and that they have read, understand and intend to be bound by the terms of this Agreement. Each of the parties has participated in the negotiation and drafting of this Agreement. Therefore, in any construction of this Agreement, the same shall not be construed against any party.

In Witness Whereof, the parties have executed this Agreement as of the day and year first above written.

Borrower:

LAKE COUNTY TRUST COMPANY as Trustee under
Trust Agreement dated July 2, 2002 and
known as Trust Number 5347

By: SEE SIGNATURE PAGE ATTACHED

Attest: _____

Fubloans/Phil15/Mod4-07/MortMod1



This Mortgage Modification is executed by LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LAKE COUNTY TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal note contained shall be construed as creating any liability on said LAKE COUNTY TRUST COMPANY personally to pay the said principal note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said LAKE COUNTY TRUST COMPANY personally is concerned, the legal holder or holders of said principal notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal notes provided or by action to enforce the personal liability of the guarantor, if any.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, 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. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representation 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 this instrument.

(Page 1 of 2 pages of Trustee's Signature Pages)



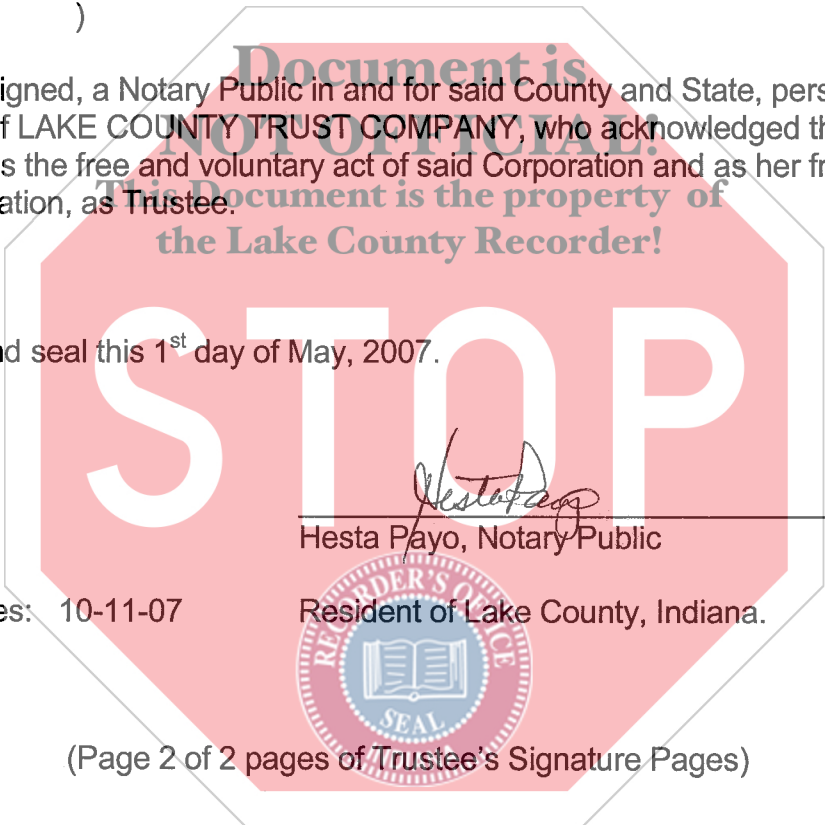
IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 1st day of May, 2007.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated July 2, 2002 and known as Trust No. 5347.

By: Elaine M. Sievers
Elaine M. Sievers, Trust Officer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officer of LAKE COUNTY TRUST COMPANY, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said Corporation and as her free and voluntary act, acting for such Corporation, as Trustee.



WITNESS my hand and seal this 1st day of May, 2007.

Hesta Payo
Hesta Payo, Notary Public

My Commission Expires: 10-11-07

Resident of Lake County, Indiana.

Instrument prepared by:
Edward L. Morrison, Jr.
20280 Governors Highway
Suite 302
Olympia Fields, IL 60461

Send recorded instrument to:
First United Bank
20 W. Steger Road
Steger, IL 60475
Attention: Theresa Hershberger



EXHIBIT A

Parcel 1: Lot 83, in Prairie Trails Phase I, as per plat thereof, recorded in Book 93, page 48, in the Office of the Recorder of Lake County, Indiana.

Parcel 2: Lot 84, in Prairie Trails Phase I, as per plat thereof, recorded in Book 93, page 48, in the Office of the Recorder of Lake County, Indiana.

Parcel 3: The East 25.87 feet of the West 90.68 feet of Lot 200, in Prairie Trails Phase I, as per plat thereof, recorded in Book 93, page 48, in the Office of the Recorder of Lake County, Indiana.

Parcel 4: The West 64.81 feet of Lot 200, in Prairie Trails Phase I, as per plat thereof, recorded in Book 93, page 48, in the Office of the Recorder of Lake County, Indiana.

Address: 15935 and 15911 W. 100th Place and 10055 and 10057 Gettler Drive, Dyer, IN 46373

PIN: 11-30-06



Fubloans/Phil13/Mod4-07/MortMod1