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RECORDER
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MORTGAGE MODIFICATION AGREEMENT

This Mortgage Modification Agreement ("Agreement") is made this 18th day of January, 2008 by and between FIRST UNITED BANK, an Illinois banking corporation ("Lender") and BLB ST. JOHN, LLC, an Indiana limited liability company (the "Mortgagor").

RECITALS

WHEREAS, Lender has loaned to BLB St. John Development, LLC, an Indiana limited liability company ("Borrower") the sum of \$231,086.35 (the "Loan") and such indebtedness is evidenced by note dated January 18, 2007 in the amount of \$231,086.35 (the "Letter of Credit Loan Note"), which note is secured by a mortgage (the "Mortgage") dated June 1, 2007, on the real estate described in Exhibit A attached hereto and recorded in the Office of the Recorder of Deed in Lake County, Indiana as Document Number 2007 062942 on August 2, 2007 and the Mortgage was modified by a Mortgage Modification Agreement dated June 1, 2007 and recorded in the Office of the Reorder of Deeds in Lake County, Indiana as Document Number 2007 062944 on August 2, 2007; and

WHEREAS, the Letter of Credit Loan Note, the Mortgage, Second Mortgage and all other documents securing the Loan or executed by the Borrower or Mortgagor in connection with the Loan are collectively referred to herein as the "Loan Documents"; and

WHEREAS, the Lender, Borrower, and Mortgager have agreed to modify and amend the Maturity Date for the Letter of Credit Loan Note which is secured by this Mortgage and the Loan Documents; and such modification is set forth in the Modification for Letter of Credit Loan Note, of even date herewith, the terms of which are incorporated herein by reference.

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:

Handwritten notes: #1, 2600, 35, 629744

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 terms of the Mortgage, as modified, are hereby modified to provide that the Maturity Date of the Letter of Credit Loan Note secured by the Mortgage is extended to January 18, 2009.

3. The Assignment of Rents and all other Loan Documents are hereby modified to reflect the modifications made to the Note and the Mortgage pursuant to this Agreement.

4. The lien of the Mortgage is extended until payment of Letter of Credit Loan Note, the Mortgage and other Loan Documents is made in full.

5. All Loan Documents shall remain in full force and effect until full payment of all amounts due under the Note, Mortgage, and any other Loan Documents.

6. Except as expressly changed by this Agreement, the terms of the original Letter of Credit Loan Note, the Mortgage, Assignment of Rents, 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.

7. 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.

8. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties.

9. The laws of the State of Illinois shall govern this Agreement.

10. This Agreement may be executed in counterparts each of which shall constitute an original, but all together shall constitute the same First Mortgage Modification Agreement.

11. 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.


MORTGAGOR:

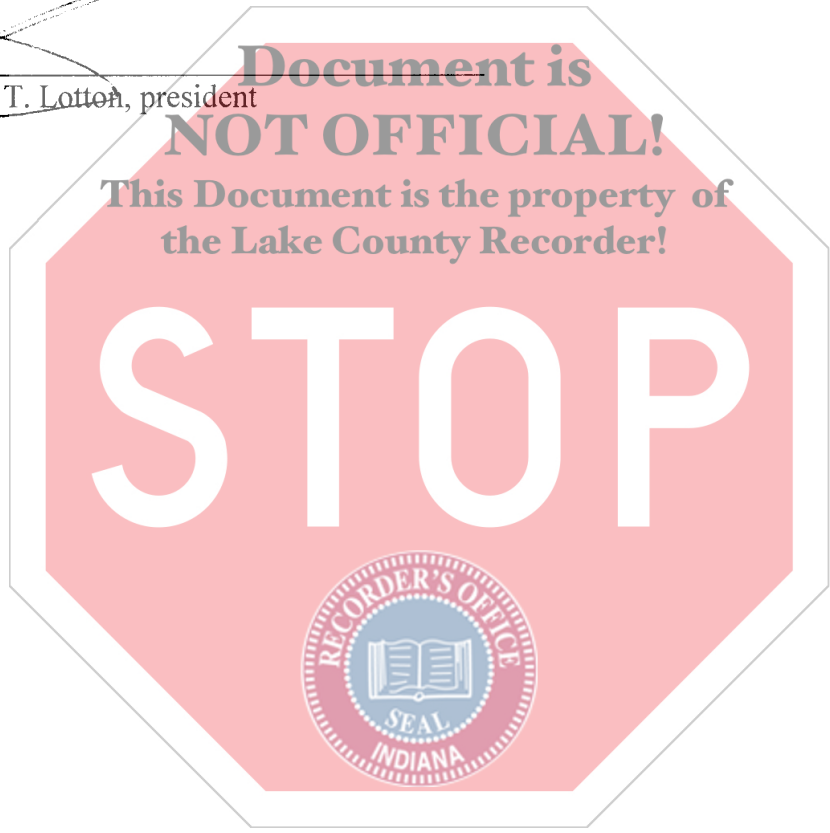
BLB St. John, LLC, by its managers

Phillippe Builders, Inc., manager

By: 
D. Robert Phillippe, president

~~Lotton Development, Inc., manager~~

By: 
~~John T. Lotton, president~~



STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

I, THE UNDERSIGNED, a Notary Public in a for the County and State aforesaid, DO HEREBY CERTIFY, that D. Robert Phillippe, President of Phillippe Builders, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such respective officer, 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, and as the free and voluntary act of the limited liability company known as BLB St. John, LLC, an Indiana limited liability company (on behalf of which he as president of said corporation has executed the foregoing instrument as manager), all for the uses and purposes therein set forth.

GIVEN under my hand and notary seal, this 18th day of January, 2008.

Gayle L. Ahrendt
Notary Public

“OFFICIAL SEAL”
Gayle L. Ahrendt
Notary Public, State of Illinois
My Commission Expires May 31, 2008

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the Lake County Recorder!

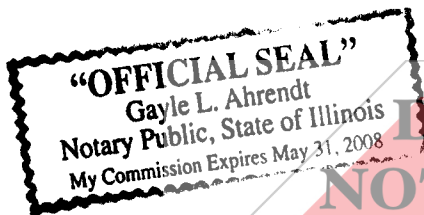
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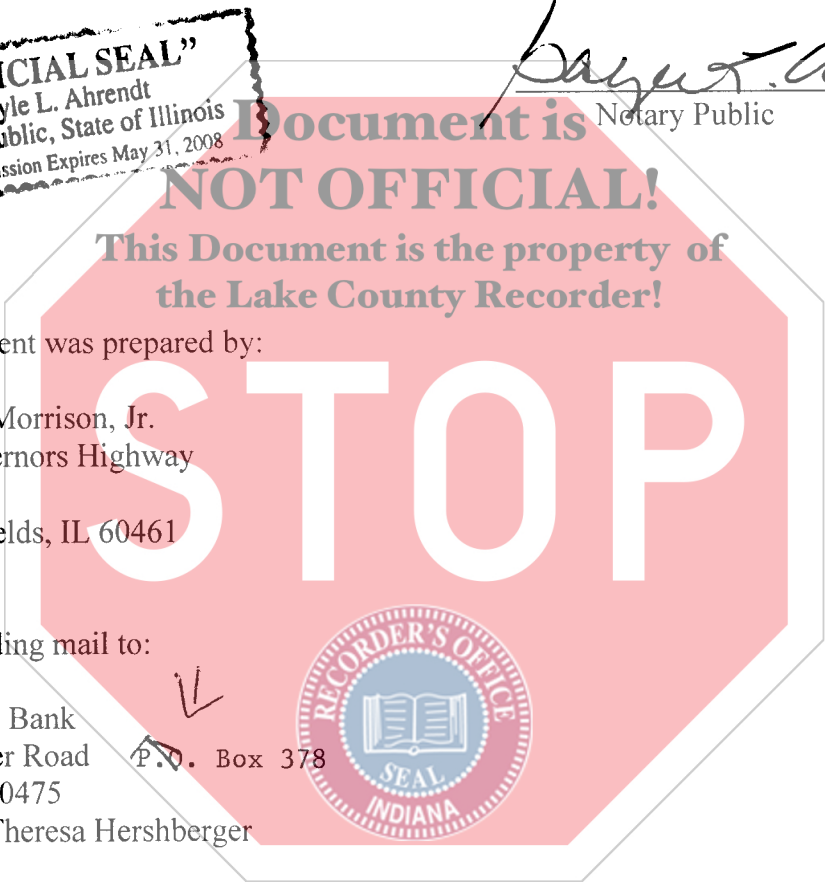
STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

I, THE UNDERSIGNED, a Notary Public in a for the County and State aforesaid, DO HEREBY CERTIFY, that John T. Lotton, President of Lotton Development, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such respective officer, 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, and as the free and voluntary act of the limited liability company known as BLB St. John, LLC, an Indiana limited liability company (on behalf of which he as president of said corporation has executed the foregoing instrument as manager), all for the uses and purposes therein set forth.

GIVEN under my hand and notary seal, this 18th day of January, 2008.



Gayle L. Ahrendt
Notary Public



This document was prepared by:

Edward L. Morrison, Jr.
20280 Governors Highway
Suite 302
Olympia Fields, IL 60461

After recording mail to:

Lender
First United Bank
20 W. Steger Road P.O. Box 378
Steger, IL 60475
Attention: Theresa Hershberger

EXHIBIT A

LEGAL DESCRIPTION

LOTS 187 TO 191, BOTH INCLUSIVE, AND LOTS 202 TO 206, BOTH INCLUSIVE, OF UNIT 10A; TRACTS 207 TO 210, BOTH INCLUSIVE, LOT "A"; TRACTS 211 TO 214, BOTH INCLUSIVE, LOT "B"; TRACTS 215 TO 218, BOTH INCLUSIVE, LOT "C"; TRACTS 219 TO 222, BOTH INCLUSIVE, LOT "D"; TRACTS 223 TO 225, BOTH INCLUSIVE, LOT "E"; TRACTS 226 TO 228, BOTH INCLUSIVE, LOT "F"; TRACTS 229 TO 231, BOTH INCLUSIVE, LOT "G"; TRACTS 232 TO 234, BOTH INCLUSIVE, LOT "H"; TRACTS 235 TO 238, BOTH INCLUSIVE, LOT "I"; AND TRACTS 239 TO 242, BOTH INCLUSIVE, LOT "J" OF UNIT 6A; IN THE GATES OF ST. JOHN- UNITS 6A AND 10A AN ADDITION TO THE TOWN OF ST. JOHN, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 100, PAGE 97, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Taxing Unit No. 5; Key Nos: 6-1-3, 6-1-23

