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Cook County Recorder 25.00

IN THE CIRCUIT COURT OF
COOK COUNTY, ILLINOIS



0010068001

RTC COMMERCIAL ASSETS
TRUST 1995-NP3-1

v. Plaintiff

KENNETH E. KAISER

Defendant

Recorder's Stamp

No. 00 L 12972

MEMORANDUM OF JUDGMENT

On January 11, 1901, judgment was entered in this court
in favor of the plaintiff RTC COMMERCIAL ASSETS TRUST 1995-NP3-1
.....
and against defendant KENNETH E. KAISER
whose address is 735 S. Middleton, Palantine, Illinois 60067
in the amount of \$ 292,188.00

JUDGE PETER FLYNN
JAN 22 2001
Circuit Court - 1784
[Signature]

Judge

Judge's No.

Name Edward S. Weil - Schwartz, Cooper,
Greeneberger & Krauss
Attorney for Plaintiff(s)
Address 180 N. LaSalle Street, Suite 2700
City Chicago
Telephone (312) 346-1300
Atty No. 31395

After recording return to:

Richard P. Darke
Schwartz, Cooper, Greenberger & Krauss, Chtd.
Recorder's Box 341

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

RTC COMMERCIAL ASSETS TRUST 1995-NP3-1,)
a Delaware business trust,)

Plaintiff,)

v.)

Case No. 00 L 012972

LAKE WABASH LLC,)
an Illinois limited liability company,)

CHRISTY J. JEPSON and KENNETH E. KAISER,)

Defendants.)

Hon. Peter Flynn

JUDGMENT ORDER

THIS CAUSE coming to be heard on Plaintiff's request for the entry of judgment against defendant Lake Wabash LLC ("Lake Wabash") on Count I of the Complaint; Lake Wabash having agreed to the entry of Judgment against it, in accordance with the terms of a settlement entered into by the parties hereto (the "Settlement Agreement"); and the Court otherwise fully advised in the premises.

It is Ordered and Adjudged that:

(1) Judgment in the amount of \$292,188.02 is entered in favor of Plaintiff, RTC Commercial Assets Trust 1995-NP3-1, and against Defendant Lake Wabash, LLC., without costs;

(2) Count II of the Complaint is hereby dismissed with prejudice as to Christy Jepson, Kenneth Kaiser and all members of Lake Wabash, LLC.;

(3) There is no just reason to delay enforcement of this Judgment, except in accordance with the terms of the Settlement Agreement; and

(4) The Court shall retain jurisdiction to enforce the terms of the Settlement Agreement entered into by the parties, and resolve any disputes pertaining thereto, including enforcing the Guaranty (as defined in the Settlement Agreement) and resolving any related disputes.

ENTERED:

[Handwritten Signature]

JUDGE PETER FLYNN
JAN 11 2001
Circuit Court - 1784

Dated: January 10, 2001

Edward S. Weil
Schwartz, Cooper, Greenberger &
Krauss, Chtd.
180 North LaSalle, Suite 2700
Chicago, Illinois 60601
Phone: (312) 346-1300

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After recording, return to:

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Recorder's Box 341
Chicago, IL

HEREBY CERTIFY THE ABOVE TO BE CORRECT

DATE JAN 18 2001

Dorothy Brown

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

THIS ORDER IS THE COMMAND OF THE CIRCUIT COURT AND VIOLATION THEREOF IS SUBJECT TO THE PENALTY OF THE LAW.