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RECEIVED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

MAY 21 2001

AFFLUENCE L.L.C. as assignee of C)
ENTERPRISE, P.C.,)
Plaintiff,)

MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

v.)

No.)

01C 3733

J.C.J. VENTURES, INC., JOHN)
CAMPANELLI, JOHN SCATCHELL,)
CARMEN IACULLO, CLARENCE)
CROSS, IV, MADISON RESTAURANT,)
LIBERTY FEDERAL SAVINGS BANK,)
UNITED STATES OF AMERICA,)
AMERICAN NATIONAL BANK AND)
TRUST COMPANY, as Trustee under Trust)
Agreement dated March 1, 1997 and known)
as Trust No. 122682-0-7, unknown owners,)
non-record claimants, unknown tenants and)
unknown occupants,)
Defendants.)

JUDGE HIBBLER

MAGISTRATE JUDGE
GERALDINE SOAT BROWN

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2337/0173 37 001 Page 1 of 24
2001-05-21 15:58:33
Cook County Recorder 67.50

COMPLAINT FOR FORECLOSURE

(Ch. 110, Sec. 15-1504(a) (i) through (3))

Plaintiff, AFFLUENCE, L.L.C., as assignee of C ENTERPRISES, by and through its attorneys, BENJAMIN AND BERNEMAN, LTD., pursuant to 735 ILCS §2/15-1101 et seq., complains against the Defendants, J.C.J. VENTURES, INC., JOHN CAMPANELLI, JOHN SCATCHELL, CARMEN IACULLO, CLARENCE CROSS, IV, MADISON RESTAURANT, LIBERTY FEDERAL SAVINGS BANK, UNITED STATES OF AMERICA, AMERICAN NATIONAL BANK AND TRUST COMPANY, as Trustee under Trust Agreement dated March 1, 1997 and known as Trust No. 122682-0-7, unknown owners, non-record claimants, unknown tenants and unknown occupants, and in support thereof states as follows:

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JURISDICTION AND VENUE

1. This court has jurisdiction over this proceeding pursuant to Title 28 U.S.C. § 1346(f) because the subject matter of the complaint concerns interests in real property in which the United States of America claims an interest.

2. This court has venue pursuant to 28 U.S.C. §1391 to the extent that the events which give rise to the claims set forth herein and the subject real property is located in the Northern District of Illinois.

FORECLOSURE COMPLAINT

3. Plaintiff files this complaint to foreclose the Trust Deed (hereinafter called mortgage) hereinafter described and joins the following persons as Defendants: J.C.J. VENTURES, INC., JOHN CAMPANELLI, JOHN SCATCHELL, CARMEN IACULLO, CLARENCE CROSS, IV, MADISON RESTAURANT, LIBERTY FEDERAL SAVINGS BANK, UNITED STATES OF AMERICA, AMERICAN NATIONAL BANK AND TRUST COMPANY, as Trustee under Trust Agreement dated March 1, 1997 and known as Trust No. 122682-0-7, unknown owners, non-record claimants, unknown tenants and unknown occupants.

4. Attached as Exhibit "A" is the mortgage and attached hereto as Exhibit "B" are copies of the notes secured thereby:

5. Information concerning mortgage:

a. Nature of instrument: Trust Deed

b. Date of mortgage: April 8, 1997

c. Name of mortgagor:

AMERICAN NATIONAL BANK AND TRUST COMPANY, as Trustee under Trust Agreement dated March 1, 1997 and known as Trust No. 122682-07

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d. Name of trustee: Chicago Title and Trust Company

e. Date & place of recording:

April 19, 1997 - Cook County Recorder of Deeds

f. Identification of recording:

97-269911

g. Interest subject to the mortgage: Fee simple

h. Amount of original indebtedness including subsequent advances made under the mortgage:

\$190,000.00

i. Both the legal description of the mortgaged real estate and the common address or other information sufficient to identify it with reasonable certainty:

LOT 13 AND THE EAST 20 FEET OF LOT 14 IN BLOCK 6 IN MALCOLM MCNEILL'S SUBDIVISION OF BLOCKS 6, 7 AND 8 IN WRIGHT'S ADDITION TO CHICAGO, IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No. 17-08-335-023

Commonly known as 1326-28 West Madison Street, Chicago, Illinois.

j. Statement as to defaults and amounts now due:

Payments which have become due under the secured note are in default and arrears in the total amount of \$82,110.00. The total amount due as of April 1, 2001 is \$488,409.00 plus interest accrued thereafter, court costs, title costs and Plaintiff's attorney's fees.

k. Name of present owner of the real estate:

AMERICAN NATIONAL BANK AND TRUST COMPANY, as Trustee under Trust Agreement dated March 1, 1997 and known as Trust No. 122682-07.

l. Name of other persons who are joined as Defendants and whose interest in or lien on the mortgaged real estate is sought to be terminated:

J.C.J. VENTURES, INC., JOHN CAMPANELLI, JOHN SCATCHELL, CARMEN IACULLO, CLARENCE CROSS, IV, MADISON RESTAURANT, LIBERTY

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FEDERAL SAVINGS BANK, UNITED STATES OF AMERICA, unknown owners, non-record claimants, unknown tenants and unknown occupants

m. Names of Defendants claimed to be personally liable for deficiency, if any:

JOHN SCHATCHELL, JOHN CAMPENLLI, CARMEN IACULLO, JNJ VENTURES, INC, pursuant to guarantees copies of which are attached hereto as Group Exhibit "C".

n. Capacity in which Plaintiff brings this foreclosure:

Legal holder of indebtedness

o. Facts in support of shortened redemption period, if sought:

Mortgagor waived the right of redemption.

p. Facts in support of request for attorney's fees and of costs and expenses, if applicable:

Plaintiff has been required to retain counsel for prosecution for this foreclosure and to incur substantial attorney fees, court costs, title insurance or abstract costs and other expenses which should be added to the balance secured by said mortgage.

q. Facts in support of a request for appointment of mortgagee in possession or for appointment of a receiver, and the identity of such receiver, if sought:

r. Plaintiff offers to mortgagor in accordance with Section 15-1402 to accept title to the real estate in satisfaction of all indebtedness and obligations secured by the mortgage without judicial sale.

WHEREFORE, Defendant, AFFLUENCE L.L.C.S, prays that:

- A. A judgment to foreclosure such mortgage;
- B. An order granting a shortened redemption period, if authorized by law;
- C. A personal judgment for a deficiency, if authorized by law;
- D. An order granting possession;
- E. An order placing the mortgagee in possession or appointing a receiver;
- F. A judgment for attorney's fees, costs and expenses;
- G. Enforcement of its assignments or rents derived from said real estate.

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H. Such other relief as equity may require, including, but not limited to, declaratory and injunctive relief.

ADDITIONAL REQUEST FOR RELIEF

Plaintiff, AFFLUENCE L.L.C., as assignee of C ENTERPRISES, also requests that the judgment for foreclosure or other orders entered herein provide for the following (pursuant to 735 ILCS 2/15-1506(f)):

- A. A sale by public auction
- B. A sale by open bid.
- C. An officer of this court shall conduct this sale.
- D. Title in the real estate may be subject, at the sale, to exceptions including general real estate taxes for the current year and for the preceding year which have not become due and payable as of the date of entry of the judgment of foreclosure, any special assessments upon the real estate, and easements and restrictions of record.
- E. In the event a party to the foreclosure is a successful bidder at the sale, such party shall be allowed to offset against the purchase price to be paid for such real estate amounts due such party under the judgment of foreclosure or order confirming the sale.

AFFLUENCE L.L.C., as assignee of C
ENTERPRISES

By: 

One of its attorneys

BENJAMIN AND BERNEMAN, LTD.
Attorney for Plaintiff
205 West Randolph, Suite 2110
Chicago, Illinois 60606
(312) 444-1996
Attorney Code # 21153

TRUST DEED

CTTC Trust Deed & E1230111
Land Trust Mortgage One Installment Note
Interest Included in Payment
USE WITH CTTC NOTE 8
Form 813 R.1/99

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RECORDED
INDEXED
1997 APR 15 13:10:00
#-97-289911

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This trust deed consists of four pages (2 sheets 2 sides). The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

THIS INDENTURE made ^{of Chicago} April 8 1997, between ~~CHICAGO TITLE AND TRUST COMPANY~~ and ~~CHICAGO TITLE AND TRUST COMPANY~~, herein referred to as "First Party," and ~~CHICAGO TITLE AND TRUST COMPANY~~, herein referred to as "TRUSTEE," witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the total Principal Sum of ONE HUNDRED NINETY THOUSAND AND NO/100 DOLLARS,

and delivered in and by which said First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and herewith specifically defined, the said principal sum and interest thereon the balance of principal remaining from time to time unpaid at the rate of ten (10) percent per annum in installments (including principal and interest) as follows:

Dollars or more on the 1st day of May 1997, and on the 1st day of each month thereafter until the said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 7th day of May, 2002. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that each installment when due shall first be liquidated due ages of,

- 1. ~~PER LATE PAYMENT:~~
- 2. ~~FIVE PERCENT OF THE TOTAL MONTHLY PAYMENT,~~
- 3. ~~NO LIQUIDATED DAMAGES.~~

and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as holder of the note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of C ENTERPRISE, P.C. 801 N. Dearborn, Chicago, IL 60610 in said city. NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in the consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate therein, lying and being in the COUNTY OF AND STATE OF ILLINOIS, to wit:

See Exhst. A attached hereto

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10426908 Exhibit A-1

TOGETHER with all improvements, encumbrances, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and improvements, and all appurtenances, fixtures and appurtenances thereto now or hereafter thereto or thereon used to supply heat, gas, air conditioning, water, light, power, maintenance (whether multiple units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor books, awnings, stoves, and water heaters.

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This trust deed consists of four pages. The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the mortgagee, their heirs, successors and assigns.

All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

79867

THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:

1. Until the indebtedness aforesaid shall be fully paid, and in the case of the failure of First Party, its successors or assigns to: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's liens or other liens or claims for liens not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon requested exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the notes; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinances; (g) pay before any penalty attaches all general taxes and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the notes duplicate receipts therefor; (h) pay in full under policies, in the amounts provided by statute, any tax or assessment which First Party may desire to contest; (i) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loss so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, with companies satisfactory to the holders of the notes, water insurance policies, and in case of loss or damage, to Trustee for the benefit of the holders of the notes, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal

policies not less than ten days prior to the respective dates of expiration; in case of default therein then Trustee or the holders of the notes may, but need not, make any payment or perform any act hereinafter set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title claim thereon, or release from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon, at a rate equivalent to the prime money rate set forth in the notes securing this trust deed, in any, otherwise the maturity rate set forth therein. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The Trustee or the holders of the notes hereby secured making any payments hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title claim thereof.

3. At the option of the holders of the notes hereby secured making any payment hereby authorized relating to taxes or assessments they do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title claim thereof.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the notes, or any of them, or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses, which may be paid or incurred by or on behalf of Trustee or holders of the notes, or any of them, for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary or a part evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Trustee certificates, and similar data and assurances with respect to title as Trustee or holders of the notes, or any of them, may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional

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Exhibit A-2

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act forth in the notes securing this trust deed, if any, otherwise the highest pre-emptive right as set forth herein, when paid or incurred by the Trustee or holders of the notes in connection with (a) any proceeding including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) proceedings for the enforcement of any lien or for the foreclosure of any lien or for the enforcement of any right to foreclose whether or not actually commenced; or (c) proceedings for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes; fourth, any surplus to Mortgagees, their heirs, legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the Mortgagee at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagee, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of sale and deficiency.

7. Trustee or the holders of the notes, or of any of them, shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or the trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust deed and the notes secured hereunder upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and as the request of any person who shall either before or after maturity hereof, produce and exhibit to Trustee the principal notes, representing that all indebtedness hereby secured has been paid, which presentation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine notes herein described any notes which bear an identification number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has been placed its identification number on the principal notes described herein, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as makers thereof.

10. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds in which this instrument shall have been recorded or filed. Any Successor in Trust hereunder shall have the identical title, powers and authority as are hereof given Trustee.

11. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule to effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

THIS TRUST DEED is executed by the Chicago-Fidelity 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 Chicago-Fidelity 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 note contained shall be construed as creating any liability on the said First Party or on said Chicago-Fidelity Trust Company personally to pay the said note or any interest that may accrue thereon, or any indebtedness secured hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Chicago-Fidelity Trust Company personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness secured hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

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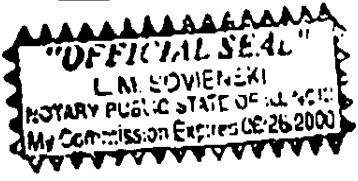
Exhibit A-3

to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and executed by its Assistant Secretary, the day and year first above written.

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By [Signature] ASSISTANT VICE-PRESIDENT
Assistant not required by Statute of Illinois
Bank and Trust Company of Chicago Co. Law
Attest [Signature] ASSISTANT SECRETARY

Corporate Seal
STATE OF ILLINOIS
COUNTY OF COOK



I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary 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 Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused by the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

Date APR 08 1997

[Signature]
L.M. SOWIENSKI

Notary Public

Notarial Seal

IMPORTANT!
FOR THE PROTECTION OF BOTH
THE BORROWER AND LENDER
THIS INSTALMENT NOTE SECURED
BY THIS TRUST DEED SHOULD BE
IDENTIFIED BY CHICAGO TITLE
AND TRUST COMPANY, TRUSTEE,
BEFORE THE TRUST DEED IS FILED
FOR RECORD.

Identification No. 758657
CHICAGO TITLE AND TRUST COMPANY TRUSTEE
BY [Signature]
Assistant Vice President, Assistant Secretary

CTTC Trust Deed & Land Trust Mortgage. One Instalment Note Interest included in Payment Use with CTTC Note & Form 813 R.1/95

[] Recorders Box 333
[] Mail To

FOR RECORDER'S INDEX
PURPOSES INSERT STREET
ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

97269911

10426908 Exhibit A-4

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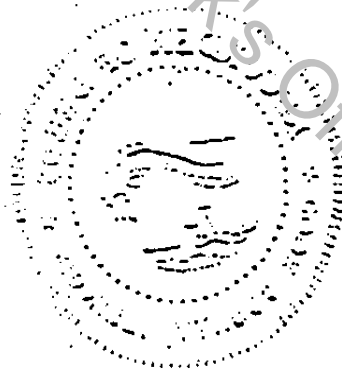
EXHIBIT A

Legal Description

LOT 13 AND THE EAST 20 FEET OF LOT 14 IN BLOCK 6 IN MALCOLM MCNEILL'S SUBDIVISION OF BLOCKS 6, 7 AND 9 IN WRIGHT'S ADDITION TO CHICAGO, IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 17-08-335-023

Property of Cook County Clerk's Office



97269911

154275, (April 8, 1997)

10426908

Exhibit A-5

UNOFFICIAL COPY

Fax

To: Beverly Bemaman	From: Diane McElhany
Fax: 312-444-9086	Pages: 6
Phone:	Date: 4/4/01
Re: Trust Deed	CC:
<input type="checkbox"/> Urgent <input type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle	

• **Comments:**

Per your request. However, this was sent with the original package; are you perhaps looking for something different?

Diane

Exhibit A-6

10426908

UNOFFICIAL COPYINSTALLMENT NOTE SECURED BY TRUST DEED

\$190,000.00

April 8, 1997

Chicago, Illinois

Maturity Date: April 7, 2002 (see Section 5 below).

1. FOR VALUE RECEIVED, American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated March 1, 1997 and known as Trust No. 122682-0-7 ("Borrower") promises to pay to the order of C Enterprise ("Lender") at P.O. Box 201126, Chicago, Illinois, or at such other place as Lender from time to time may designate in writing, the principal sum of One Hundred Ninety Thousand and No/100 Dollars (\$190,000.00) (the "Loan"), together with interest, as specified in this promissory note (the "Note"), from the date hereof, on the balance of principal remaining from time to time outstanding under this Note. The principal sum of this Note and interest accruing from time to time on the unpaid principal sum shall be paid in sixty (60) equal monthly installments of principal and interest, the first installment to be payable on the first day of May 1997 and the remaining installments to be payable on the first day of each successive calendar month.

2. This Note is secured by a Trust Deed (the "Trust Deed") covering certain real and personal property, as therein described (the "Property"). It may also be secured by other collateral. This Note and the Trust Deed are two of several Loan Documents, as defined and designated in a loan agreement ("Loan Agreement") between Lender and Borrower. Some or all of the Loan Documents, including the Loan Agreement, contain provisions for the acceleration of the maturity of this Note.

3. The principal sum outstanding from time to time under this Note shall bear interest at the rate of ten percent (10%) per year (the "Interest Rate"). Interest shall be calculated on the basis of a 360-day year and actual days elapsed, which results in more interest than if a 365-day year were used.

4. For purposes of this Note, "interest" shall include (a) any and all interest payable as provided in this Note, together with (b) any and all sums ("Additional Interest"), if any, payable by Borrower under any existing or future agreement between Lender and Borrower.

5. All principal and all accrued and unpaid interest shall be due and payable no later than five (5) years from the date hereof (the "Maturity Date").

6. All payments and prepayments on account of the indebtedness evidenced by this Note shall be applied first to fees, costs and other charges due Lender, then to accrued and unpaid interest on the unpaid principal balance of this Note, and the remainder, if any, to said outstanding principal balance.

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Exhibit B-1

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7. Borrower may prepay this Note in whole or in part at any time without premium or penalty. Borrower shall give Lender irrevocable written notice of Borrower's intention to make any prepayment, specifying the date and amount of the prepayment. The notice must be received by Lender at least five (5) Banking Days in advance of the prepayment. "Banking Day" means a day, other than Saturday or Sunday, on which banks are open for business in Chicago, Illinois. Borrower understands that Lender may incur costs and expenses, suffer losses or make payments in reliance upon Borrower's delivery to Lender of such a written notice of prepayment. If Borrower subsequently fails to make the prepayment as specified in such notice and as required hereunder, then, upon demand by Lender, Borrower shall pay or reimburse Lender for all such costs, expenses, losses and payments.

8. If Lender has not received the full amount of any monthly payment, other than the final principal payment, by the end of five (5) calendar days after the date it is due, Borrower shall pay a late charge to Lender in the amount of five percent (5%) of the overdue payment in order to defray part of the expense incident to handling such delinquent payment. Borrower shall pay this late charge only once on any particular late payment. Such late charge shall be in addition to and separate from any increase in interest due hereunder as a result of calculation of interest at the Default Rate, as hereinafter defined.

9. From and after maturity of this Note (whether upon scheduled maturity, by acceleration or otherwise), all sums then due and payable under this Note, including all principal and all accrued and unpaid interest, shall bear interest until paid in full at an annual rate of fifteen percent (15%) in excess of the Interest Rate (the "Default Rate").

10. If any of the following "Events of Default" occur, at the holder's option, exercisable in its sole discretion, all sums of principal and interest under this Note shall become immediately due and payable without notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor, or other notices or demands of any kind or character:

(a) Borrower fails to perform any obligation under this Note to pay principal or interest, and does not cure that failure within ten (10) days after the date when due; or

(b) Borrower fails to perform any other obligation under this Note to pay money, and does not cure that failure within ten (10) days after written notice from Lender; or

(c) Borrower shall become insolvent, files a petition in bankruptcy or becomes the subject of any involuntary proceeding under the United States Bankruptcy Code or

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(d) Borrower defaults on any mortgage or trust deed which is a lien against the property commonly know as 1328 W Madison, Chicago, Illinois (the "Property") or any note secured by any such mortgage or trust deed.

11. All amounts payable under this Note are payable in lawful money of the United States during normal business hours on a Banking Day. Checks constitute payment only when collected. If payment hereunder becomes due and payable on a non-Banking Day, the due date thereof shall be extended to the next succeeding Banking Day, and interest shall be payable thereon at the Interest Rate during such extension.

12. If: (i) this Note or any Loan Document is placed in the hands of an attorney for collection or enforcement or is collected or enforced through any legal proceeding; (ii) an attorney is retained to represent Lender in any Bankruptcy, reorganization, receivership, or other proceedings affecting creditors' rights and involving a claim under this Note or any of the Loan Documents; (iii) an attorney is retained to protect or enforce the lien of the Mortgage or any of the Loan Documents; or (iv) an attorney is retained to represent Lender in any other proceedings whatsoever in connection with this Note, the Mortgage, the Loan, any of the other Loan Documents or any property subject thereto, then Borrower shall pay to Lender all reasonable attorneys' fees, costs and expenses incurred in connection therewith, in addition to all other amounts due hereunder. From the time(s) incurred until payment in full to Lender, all such sums shall bear interest at the Default Rate.

13. This Note is governed by the laws of the State of Illinois, without regard to the choice of law rules of that State.

14. Borrower agrees that the holder of this Note may accept additional or substitute security for this Note, or release any security or any party liable for this Note, or extend or renew this Note, all without notice to Borrower and without affecting the liability of Borrower.

15. If Lender delays in exercising or fails to exercise any of its rights under this Note, that delay or failure shall not constitute a waiver of any of Lender's rights, or of any breach, default or failure of condition of or under this Note. No waiver by Lender of any of its rights, or of any such breach, default or failure of condition shall be effective, unless the waiver is expressly stated in a writing signed by Lender. All of Lender's remedies in connection with this Note or under applicable law shall be cumulative, and Lender's exercise of any one or more of those remedies shall not constitute an election of remedies.

16. This Note inures to and binds the heirs, legal representatives, successors and assigns of Borrower and Lender; provided, however, that Borrower may not assign this Note or any Loan funds, or assignor delegate any of its rights or obligations without the prior written consent of Lender in each instance. Lender in its sole discretion may transfer

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this Note, and may sell or assign participations or other interests in all or part of the Loan, on the terms and subject to the conditions of the Loan Documents, all without notice to or the consent of Borrower. Also without notice to or the consent of Borrower, Lender may disclose to any actual or prospective purchaser of any securities issued or to be issued by Lender, and to any actual or prospective purchaser or assignee of any participation or other interest in this Note, the Loan or any other loans made by Lender to Borrower (whether evidenced by this Note or otherwise), any financial or other information, data or material in Lender's possession relating to Borrower, the Loan or the Property, including any improvements on it. If Lender so requests, Borrower shall sign and deliver a new note to be issued in exchange for this Note.

17. As used in this Note, the terms "Lender," "holder" and "holder of this Note" are interchangeable. As used in this Note, the word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to."

18. If more than one person or entity are signing this Note as Borrower, their obligations under this Note shall be joint and several. If Borrower is a partnership, Borrower and each of Borrower's constituent general partners shall be jointly and severally liable to Lender for Borrower's obligations under this Note.

19. Time is of the essence hereof.

20. BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING IN ANY WAY IN CONNECTION WITH THIS NOTE, THE MORTGAGE, OR ANY OF THE OTHER LOAN DOCUMENTS, THE LOAN, OR ANY OTHER STATEMENTS OR ACTIONS OF BORROWER OR LENDER. BORROWER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS NOTE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS DISCUSSED THIS WAIVER WITH SUCH LEGAL COUNSEL. BORROWER FURTHER ACKNOWLEDGES THAT (i) IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER, (ii) THIS WAIVER IS A MATERIAL INDUCEMENT FOR LENDER TO MAKE THE LOAN AND ENTER INTO THIS NOTE AND EACH OF THE OTHER LOAN DOCUMENTS, AND (iii) THIS WAIVER SHALL BE EFFECTIVE AS TO EACH OF THE LOAN DOCUMENTS AS IF FULLY INCORPORATED THEREIN.

[EXECUTION IS ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, Borrower has executed this Note as of the day and year first written above.

Trustee's Exculpatory Language
Rider Attached Hereto And
Made A Part Hereof.

American National Bank and Trust Company of
Chicago, as Trustee under Trust Agreement
dated March 1, 1997 and known as Trust No.
122682-0-7

By: David Rosenfeld
Its: AVP

This Note is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 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 is payable only out of the property specifically described in said Mortgage securing the payment hereof, by the enforcement of the provisions contained in said Mortgage. No personal liability shall be asserted or be enforceable against the Trustee promisor because or in respect of this note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor or co-maker hereof, if any, and each original and successive holder of this note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the property described in said Mortgage, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this note or of any instalment hereof, the sole remedy of the holder hereof shall be by foreclosure of the said Mortgage given to secure the indebtedness evidenced by this note, in accordance with the terms and provisions in said Mortgage set forth or by action to enforce the personal liability of the guarantor or co-maker, if any, of the payment hereof, or both.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
As Trustee as aforesaid and not personally

David Rosenfeld
Vice-President

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GUARANTY

FOR VALUE RECEIVED, and in consideration for THE CHICAGO TRUST COMPANY, an Illinois corporation, as Trustee ("Lender"), extending credit in the amount of One Hundred Ninety Thousand and No/100 Dollars (\$190,000.00) to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated March 1, 1997 and known as Trust No. 122682-0-7 ("Borrower") in the principal amount of One Hundred Ninety Thousand and No/100 Dollars (\$190,000.00) of which JCJ Ventures, Inc., an Illinois corporation ("JCJ") is the sole beneficiary with power of direction and I am one of the shareholders of JCJ, and as an inducement to Lender to enter into said loan, the undersigned (hereinafter referred to as "Guarantor") hereby unconditionally, irrevocably guarantees the debts and obligations of Borrower (hereinafter referred to as the "Guaranteed Obligations") to Lender as set forth in that certain Installment Note of even date herewith made payable to C Enterprise (the "Note") plus costs and expenses of collection, including reasonable attorneys fees.

This Guaranty is an absolute, continuing, irrevocable and unlimited guaranty of the payment and performance hereinabove specified without regard to the regularity, validity or enforceability of any of the Guaranteed Obligations, and Lender shall not be required to proceed first against Borrower or any other person, firm or corporation or against any collateral security before enforcing the provisions of this Guaranty.

Guarantor hereby agrees that, without notice to or consent from him and without affecting his obligations hereunder, (i) the Guaranteed Obligations may from time to time be extended or renewed or the terms thereof may otherwise be modified, and (ii) any of the provisions of the Guaranteed Obligations or any related matter may be amended, or any departure therefrom consented to, or any other forbearance or indulgence exercised with respect thereto.

Guarantor hereby waives diligence, presentment and demand for payment.

This Guaranty is irrevocable and the obligations of the Guarantor hereunder shall terminate, cease and become null and void, only at the time Lender receives payment in full of all amounts due to it under the terms of the Note.

In the case of the dissolution, liquidation or insolvency of, or the institution of bankruptcy or receivership proceedings against Borrower or JCJ, all of the obligations and liabilities of Guarantor pursuant to this Guaranty shall become due and payable.

In the event it shall become necessary for Lender to employ any attorneys for the purpose of enforcing the terms of this Guaranty or any other rights under this or any of the Guaranteed Obligations, Guarantor agrees to pay all reasonable attorney's fees and collection expenses, together with court costs and any other reasonable expenses of

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collection, that might be incurred, irrespective of whether or not suit is brought, whether such fee or expense is incurred to commence, defend or intervene, file a petition, complaint, answer, motion, or other pleadings, or to take any other action in or with respect to any suit or proceeding which is, in any manner, related to the enforcement of this Guaranty, or any other agreement between Lender and Borrower concerning the Guaranteed Obligations.

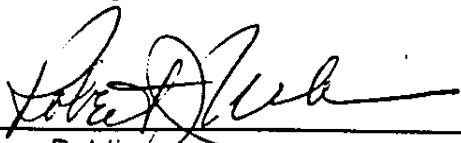
Upon payment of all of the Guaranteed Obligations, this Guaranty shall be returned to Guarantor.

Whenever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under any applicable law, such provision shall only be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.


This Guaranty is to be performed in Illinois and interpreted and enforced under the laws thereof.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Guaranty this 8th day of April, 1997.

Subscribed and Sworn to before me this 8th day of April, 1997.



Notary Public



JOHN SCATSHELL

OFFICIAL SEAL
ROBERT J. WEBER
Notary Public, State of Illinois

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GUARANTY

FOR VALUE RECEIVED, and in consideration for THE CHICAGO TRUST COMPANY, an Illinois corporation, as Trustee ("Lender"), extending credit in the amount of One Hundred Ninety Thousand and No/100 Dollars (\$190,000.00) to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated March 1, 1997 and known as Trust No. 122682-0-7 ("Borrower") in the principal amount of One Hundred Ninety Thousand and No/100 Dollars (\$190,000.00) of which JCJ Ventures, Inc., an Illinois corporation ("JCJ") is the sole beneficiary with power of direction and I am one of the shareholders of JCJ, and as an inducement to Lender to enter into said loan, the undersigned (hereinafter referred to as "Guarantor") hereby unconditionally, irrevocably guarantees the debts and obligations of Borrower (hereinafter referred to as the "Guaranteed Obligations") to Lender as set forth in that certain Installment Note of even date herewith made payable to C Enterprise (the "Note") plus costs and expenses of collection, including reasonable attorneys fees.

This Guaranty is an absolute, continuing, irrevocable and unlimited guaranty of the payment and performance hereinabove specified without regard to the regularity, validity or enforceability of any of the Guaranteed Obligations, and Lender shall not be required to proceed first against Borrower or any other person, firm or corporation or against any collateral security before enforcing the provisions of this Guaranty.

Guarantor hereby agrees that, without notice to or consent from him and without affecting his obligations hereunder, (i) the Guaranteed Obligations may from time to time be extended or renewed or the terms thereof may otherwise be modified, and (ii) any of the provisions of the Guaranteed Obligations or any related matter may be amended, or any departure therefrom consented to, or any other forbearance or indulgence exercised with respect thereto.

Guarantor hereby waives diligence, presentment and demand for payment.

This Guaranty is irrevocable and the obligations of the Guarantor hereunder shall terminate, cease and become null and void, only at the time Lender receives payment in full of all amounts due to it under the terms of the Note.

In the case of the dissolution, liquidation or insolvency of, or the institution of bankruptcy or receivership proceedings against Borrower or JCJ, all of the obligations and liabilities of Guarantor pursuant to this Guaranty shall become due and payable.

In the event it shall become necessary for Lender to employ any attorneys for the purpose of enforcing the terms of this Guaranty or any other rights under this or any of the Guaranteed Obligations, Guarantor agrees to pay all reasonable attorney's fees and collection expenses, together with court costs and any other reasonable expenses of

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collection, that might be incurred, irrespective of whether or not suit is brought, whether such fee or expense is incurred to commence, defend or intervene, file a petition, complaint, answer, motion, or other pleadings, or to take any other action in or with respect to any suit or proceeding which is, in any manner, related to the enforcement of this Guaranty, or any other agreement between Lender and Borrower concerning the Guaranteed Obligations.

Upon payment of all of the Guaranteed Obligations, this Guaranty shall be returned to Guarantor.

Whenever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under any applicable law, such provision shall only be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

This Guaranty is to be performed in Illinois and interpreted and enforced under the laws thereof.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Guaranty this 24 day of April, 1997.

Subscribed and Sworn to before me this 24 day of April, 1997.


Notary Public


JOHN CAMPANELLI

OFFICIAL SEAL
ROBERT J. WEBER
Notary Public, State of Illinois
My Commission Expires 03/31/98

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GUARANTY

FOR VALUE RECEIVED, and in consideration for THE CHICAGO TRUST COMPANY, an Illinois corporation, as Trustee ("Lender"), extending credit in the amount of One Hundred Ninety Thousand and No/100 Dollars (\$190,000.00) to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated March 1, 1997 and known as Trust No. 122682-0-7 ("Borrower") in the principal amount of One Hundred Ninety Thousand and No/100 Dollars (\$190,000.00) of which JCJ Ventures, Inc., an Illinois corporation ("JCJ") is the sole beneficiary with power of direction and I am one of the shareholders of JCJ, and as an inducement to Lender to enter into said loan, the undersigned (hereinafter referred to as "Guarantor") hereby unconditionally, irrevocably guarantees the debts and obligations of Borrower (hereinafter referred to as the "Guaranteed Obligations") to Lender as set forth in that certain Installment Note of even date herewith made payable to C Enterprise (the "Note") plus costs and expenses of collection, including reasonable attorneys fees.

This Guaranty is an absolute, continuing, irrevocable and unlimited guaranty of the payment and performance hereinabove specified without regard to the regularity, validity or enforceability of any of the Guaranteed Obligations, and Lender shall not be required to proceed first against Borrower or any other person, firm or corporation or against any collateral security before enforcing the provisions of this Guaranty.

Guarantor hereby agrees that, without notice to or consent from him and without affecting his obligations hereunder, (i) the Guaranteed Obligations may from time to time be extended or renewed or the terms thereof may otherwise be modified, and (ii) any of the provisions of the Guaranteed Obligations or any related matter may be amended, or any departure therefrom consented to, or any other forbearance or indulgence exercised with respect thereto.

Guarantor hereby waives diligence, presentment and demand for payment.

This Guaranty is irrevocable and the obligations of the Guarantor hereunder shall terminate, cease and become null and void, only at the time Lender receives payment in full of all amounts due to it under the terms of the Note.

In the case of the dissolution, liquidation or insolvency of, or the institution of bankruptcy or receivership proceedings against Borrower or JCJ, all of the obligations and liabilities of Guarantor pursuant to this Guaranty shall become due and payable.

In the event it shall become necessary for Lender to employ any attorneys for the purpose of enforcing the terms of this Guaranty or any other rights under this or any of the Guaranteed Obligations, Guarantor agrees to pay all reasonable attorney's fees and collection expenses, together with court costs and any other reasonable expenses of

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collection, that might be incurred, irrespective of whether or not suit is brought, whether such fee or expense is incurred to commence, defend or intervene, file a petition, complaint, answer, motion, or other pleadings, or to take any other action in or with respect to any suit or proceeding which is, in any manner, related to the enforcement of this Guaranty, or any other agreement between Lender and Borrower concerning the Guaranteed Obligations.

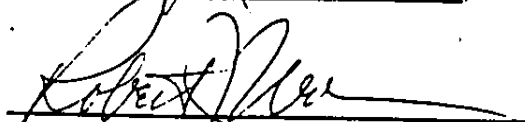
Upon payment of all of the Guaranteed Obligations, this Guaranty shall be returned to Guarantor.


Whenever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under any applicable law, such provision shall only be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

This Guaranty is to be performed in Illinois and interpreted and enforced under the laws thereof.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Guaranty this 27th day of April, 1997.

Subscribed and Sworn to before me this 27th day of April, 1997


Notary Public


CARMEN TACULLO

"OFFICIAL SEAL"
ROBERT J. WEBER

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GUARANTY

FOR VALUE RECEIVED, and in consideration for THE CHICAGO TRUST COMPANY, an Illinois corporation, as Trustee ("**Lender**"), extending credit in the amount of One Hundred Ninety Thousand and No/100 Dollars (\$190,000.00) to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated March 1, 1997 and known as Trust No. 122682-0-7 ("**Borrower**") in the principal amount of One Hundred Ninety Thousand and No/100 Dollars (\$190,000.00) of which JCJ Ventures, Inc., an Illinois corporation ("**JCJ**") is the sole beneficiary with power of direction, and as an inducement to Lender to enter into said loan, the undersigned (hereinafter referred to as "**Guarantor**") hereby unconditionally, irrevocably guarantees the debts and obligations of Borrower (hereinafter referred to as the "**Guaranteed Obligations**") to Lender as set forth in that certain Installment Note of even date herewith made payable to C Enterprise (the "**Note**") plus costs and expenses of collection, including reasonable attorneys fees.

This Guaranty is an absolute, continuing, irrevocable and unlimited guaranty of the payment and performance hereinabove specified without regard to the regularity, validity or enforceability of any of the Guaranteed Obligations, and Lender shall not be required to proceed first against Borrower or any other person, firm or corporation or against any collateral security before enforcing the provisions of this Guaranty.

Guarantor hereby agrees that, without notice to or consent from him and without affecting his obligations hereunder, (i) the Guaranteed Obligations may from time to time be extended or renewed or the terms thereof may otherwise be modified, and (ii) any of the provisions of the Guaranteed Obligations or any related matter may be amended, or any departure therefrom consented to, or any other forbearance or indulgence exercised with respect thereto.

Guarantor hereby waives diligence, presentment and demand for payment.

This Guaranty is irrevocable and the obligations of the Guarantor hereunder shall terminate, cease and become null and void, only at the time Lender receives payment in full of all amounts due to it under the terms of the Note.

In the case of the dissolution, liquidation or insolvency of, or the institution of bankruptcy or receivership proceedings against Borrower or JCJ, all of the obligations and liabilities of Guarantor pursuant to this Guaranty shall become due and payable.

In the event it shall become necessary for Lender to employ any attorneys for the purpose of enforcing the terms of this Guaranty or any other rights under this or any of the Guaranteed Obligations, Guarantor agrees to pay all reasonable attorney's fees and collection expenses, together with court costs and any other reasonable expenses of

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collection, that might be incurred, irrespective of whether or not suit is brought, whether such fee or expense is incurred to commence, defend or intervene, file a petition, complaint, answer, motion, or other pleadings, or to take any other action in or with respect to any suit or proceeding which is, in any manner, related to the enforcement of this Guaranty, or any other agreement between Lender and Borrower concerning the Guaranteed Obligations.

Upon payment of all of the Guaranteed Obligations, this Guaranty shall be returned to Guarantor.

Whenever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under any applicable law, such provision shall only be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

This Guaranty is to be performed in Illinois and interpreted and enforced under the laws thereof.

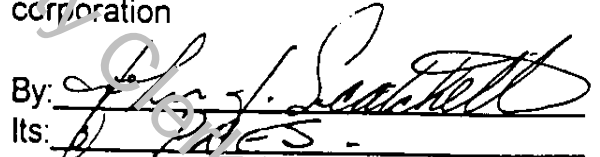
IN WITNESS WHEREOF, the undersigned has executed and delivered this Guaranty this 9th day of April, 1997.

Subscribed and Sworn to before me this 9th day of April, 1997.


Notary Public

"OFFICIAL SEAL"
ROBERT J. WEBER
Notary Public, State of Illinois
Commission Expires 01/01/98

JNJ VENTURES, INC., an Illinois corporation

By: 
Its: J. J. Sautter

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