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	AFFIDAVIT FOR CERTIFICATION of DOCUMENT COPY (55 ILCS 5/3-5013)	0011051597 8872/8014 45 001 Page 1 of 14 2001-11-08 11:04:10 Cook County Recorder 91.00
	STATE OF ILLINOIS } } ss. COUNTY }	
		0011051597
Q	I, (print name) Drenda Wer	being duly sworn, state that I
2		attached document(s) (state type(s) of
(b)	document(s) Mortage	
V V		
200	as executed by (nume(s) of party(ies)) _	Cayco Construction, The
••		
	My relationship to the document is (ex	- T <u>itle Compan</u> y, agent, attomey)
	I state under oath that the original of this	document is lost, or not in possession of
	the party needing to record the same.	To the pest of my knowledge the original
	document was not intentionally destroy	ed or in any manner disposed of for the
	purpose of introducing a copy thereof in	place of the original.
	Affiant has personal knowledge that the foregoing statements are true.	
	Bula Welt	11/5/01
	Signature	Date
	Subscribed and sworn to before me this day of bey	, <u></u>

SEAL" JENNIFER METZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/24/2005

SEAL

BOX 333-CTI

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Property of Cook County Clerk's Office

1401-7891496

MORTGAGE

This Document was prepared by and after roo ding Mail To:

Richmond A. Fayra Robinson, Pluymer, Piercey, MacDonald & Amato, Ltd. 2300 Barrington Road, Suite 220 Hoffman Estates, IL 66155



THIS MORTGAGE is made this 26 day of May, 2001 by and between CAYCO CONSTRUCTION, INC., (heremaner referred to as "Mortgagor") and BARRINGTON BANK & TRUST COMPANY, N.A., a national banking association, (hereinafter referred to as "Mortgagee").

WHEREAS, to secure the payment of an indebtedness in the amount of FOUR HUNDRED NINETY-FIVE THOUSAND NINE HUNDRED FORTY-ONE DOLLARS AND 87/100 DOLLARS (\$495,941.87), to be paid with interest thereon evidenced by a certain Secured Promissory Note made by GREAT HAVEN. INC. (hereinafter referred to as "Contractor") bearing even date herewith and any amendments, extensions, renewals, or replacements thereof (herein referred to as the "Note") Mongagor hereby mortgages, conveys, transfers and grants unto Mortgagee, its successors and assign, threver, Real Estate, and all improvements thereon, situated in the County of Cook, State of Illino's, (hereinafter referred to as the "Premises" or the "Mortgaged Property") legally described in Exhibit "A" attached hereto and made a part hereof, and

INCLUDING all buildings, and improvements now or hereafter existing upon the Mortgaged Property or any part thereof and all fixtures now or hereafter installed including, but not limited to, all electrical, lighting, heating, cooling, ventilating, air conditioning plumbing, sprinklers, communications, electrical systems and the equipment pertaining thereto together with the rents, issues, profits and leases of the Mortgaged Property.

WHEREAS, this Mortgage shall secure any and all amendments, extensions, renewals or replacements of the whole or any part of the indebtedness hereby secured, however evidenced, with interest at such lawful rate as may be agreed upon and any such amendments, extensions, renewals or replacements of any change in the terms or rate of interest shall not impair in any manner the validity of or priority of this Mortgage, or release the Contractor from personal liability for the indebtedness hereby secured.

TO HAVE AND HOLD the premises unto said Mortgagee, its successors and assigns, forever, for the purpose and uses set forth herein.

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I. COVENANTS OF MORTGAGOR

Mortgagor holds fee simple title to the Mortgaged Property, free and clear of any and all liens and encumbrances except for the lien of real estate taxes and assessments not yet due and payable and Mortgagor has the power and authority to mortgage the Mortgaged Property.

Mortgagor is an Illinois corporation duly organized and validly existing under the laws of the State of Pinois and has the power and authority to own properties and is in full compliance with all laws, regulations and ordinances of the State of Illinois.

The execution, delivery and performance of this Mortgage has received all necessary corporate approvals and do not violate any provision of any law, order of any court or agency of government or any party and are not in conflict with nor will result in any breach or default under any indenture agreement or instrument.

There is not now pending against or affecting the Mortgagor or any other party obligated under the terms of the Mortgage, for to the best of Mortgagor's knowledge, is there threatened any action, suit or proceeding at law, equity or before any other administrative agency which, if adversely determined would materially invair or affect the financial condition or operation of the Mortgagor or the Mortgaged Property.

Subject to reasonable advance notice and so as not to disturb the normal business operations of Mortgagor, Mortgagee shall have the right at any time, and from time to time, to enter the Premises for the purpose of inspecting the same

Mortgagor shall pay or cause Contractor to pay all utility charges incurred in connection with the Premises and all improvements thereon and shall managin all utility services now or hereafter available for use at the Premises.

The Mortgagor shall refrain from and shall not permit the cornalission of waste in or about the Mortgaged Property and shall not remove, demolish, alter, change or add to the structural character of any improvement at any time erected on the Mortgaged Property without the prior written consent of the Mortgagee, except as hereinafter otherwise provided Mortgagor shall maintain or cause to be maintained the Mortgaged Property in good repair, working order, and condition and shall make or cause to be made, when necessary, all repairs, renewals, and replacements whether structural, non-structural, exterior or interior. Mortgagor covenants and agrees that in the ownership, operation and management of the Premises Mortgagor will observe and cause Contractor to observe and comply with all applicable federal, state and local statutes, ordinances, regulations, orders and restrictions.

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II. INSURANCE

Mortgagor shall keep or cause Contractor to keep the Mortgaged Property, including all buildings, improvements, fixtures and articles or personal property now or hereafter situated on the Premises insured at all times against loss or damage by fire and such other casualty as may reasonably be required by Mortgagee, including without limitation: (i) all-risk fire and extended coverage insurance, with vandalism and malicious mischief endorsements, for the full replacement value of the Premises, in an agreed amount, with inflation guard endorsement, (ii) if there are tenants under leases at the Premises, rent or business loss insurance for the same perils described in (1) above payable at the rate per month and for the period specified from time to time by Mortgagee; (iii) boiler and sprinkler damage insurance in an amount reasonably satisfactory to Mortgagee, if and so long as the Premises shall contain a boiler and sprinkler system, respectively (iv) if the Premises are located in a special flood hazard area, flood insurance whenever in the opinion of the Mortgagee such protection is necessary and available; and (v) such other insurance as Mortgagee may from time to time reasonably require. Mortgagor also shall at all times maintair comprehensive public liability, property damage and workmen's compensation insurance covering the Premises and any employees thereof, with such limits for personal injury, death and property day tage as Mortgagee may reasonably require. All policies of insurance to be furnished hereunder shall be in forms, companies, amounts and deductibles reasonably satisfactory to Mortgagee, vin mortgage clauses attached to all policies in favor of and in form satisfactory to Mortgagee, in Juding a provision requiring the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days prior written notice to Mortgagee. Mortgagor shall deliver or cause Contractor to deliver all policies, including additional and renewal policies, to Mongagee, and, in the case of insurance about to expire, shall deliver renewal policies not less than thruy (30) days prior to their respective dates of expiration.

Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Nortgagee is included thereon under a standard mortgage clause acceptable to Mortgagee. Mortgage, immediately shall notify Mortgagee whenever any such separate insurance is taken out and promptly shall deliver to Mortgagee the policy or policies of such insurance. Mortgagor may include the Mortgaged Property in insurance coverage which covers other lots owned by Mortgag it it the subdivision in which the Mortgaged Property is located.

Mortgagor shall give immediate notice by mail to Mortgagee, in the event of loss, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, shall be applied by Mortgagee to the restoration or repair of the property damaged. In the event of foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser at the foreclosure sale. Mortgagor shall furnish Mortgagee, without cost to Mortgagee, at the request of Mortgagee, from time to time, evidence of the replacement value of the Premises.

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In the event the Mortgagor fails to keep the Mortgaged Property insured in accordance with the requirements of the Loan Documents, the Mortgagee shall have the right, at its option, and upon notice to Mortgagor, to provide for such insurance and pay the premiums thereof.

Unless Mortgagor or Contractor provides Mortgagee with evidence of the insurance coverage required by this Mortgage, Mortgagee may purchase insurance to protect Mortgagee's interests in the Mortgaged Property. This insurance may, but need not, protect Mortgagor's interests. The coverage that Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Mortgaged Property. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing or causing Contractor to provide Mortgagee with evidence that Mortgagor has obtained insurance as required by this Mortgage.

III. TAXES AND ASSESSMENTS

Mortgagor shall pay or cause Contractor to pay all general taxes, special taxes, special assessments, water charges, service charges, and all other liens or charges levied or assessed against the Premises of eary nature whatsoever when due and before any penalty or interest attaches, and shall furnish to Mortgagee or cause Contractor to furnish duplicate receipts of payment therefor. If any special assessment is permitted by applicable law to be paid in installments, Mortgagor (or Contractor) shall have the right to pay such assessment in installments, so long as all such installments are paid prior to the due date thereof. With respect to any tax or assessment which Mortgagor (or Contractor) may desire to contest, Mortgagor (or Contractor) shall pay such tax or assessment in wil under protest in order to prevent a default under this Mortgage on account thereof.

IV. TAXES AND INSURANCE

If required by Mortgagee, Mortgagor shall cause Contractor to pay to Mortgagee, at the times provided in said Note for payment of installments of principal and interest, and in addition thereto, installments of taxes and assessments to be levied upon the Premises, and installments of the premiums that will become due and payable to renew the insurance he ein bove provided; said installments to be substantially equal and to be in such amount as will assure to Mortgagee that not less than thirty (30) days before the time when such taxes and premiura respectively become due, Contractor will have paid to Mortgagee a sufficient amount to pay such taxes and premiums in full. Said amounts paid to Mortgagee hereunder need not be segregated or kept in a separate fund and no interest shall accrue or be payable thereon. Said amounts shall be held by Mortgagee as additional security for the indebtedness secured hereby. Said amount shall be applied to the payment of said taxes, assessments and insurance premiums when the same become due and payable; provided, however, that Mortgagee shall have no liability for any failure to so apply said amounts for any reason whatsoever. Nothing herein contained shall in any manner limit the obligation of Mortgagor (or Contractor) to pay taxes and to maintain insurance as above provided. In the event of any default by Mortgagor, Mortgagee may, at its option but without any obligation on its part to do so, apply said amount upon said taxes, assessments and insurance premiums, and/or toward the payment of any amounts payable by Mortgagor to Mortgagee under the Mortgage and/or toward the payment of the indebtedness

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secured hereby or any portion thereof, whether or not then due or payable. Notwithstanding anything to the contrary contained herein, Mortgagee shall not require payments of taxes, assessments or insurance premiums hereunder so long as Mortgagor (or Contractor) makes timely payment of taxes and insurance and provides Mortgagee with evidence of same.

V. PROTECTION OF COLLATERAL

In the event of a default in the payment of any of the aforesaid taxes or assessments or in making repairs or replacements or in procuring and maintaining insurance and paying the premiums therefore, or in keeping or performing any other covenant of Mortgagor herein, Mortgagee may at its option and without any obligation on its part so to do, pay said taxes and assessments, make such repairs and replacements, effect such insurance, pay such premiums, and perform any other covenant of Mortgagor herein. All amounts expended by Mortgagee hereunder shall be secured hereby.

VI. CONDEMNATION

In the event all or any part of the Mortgaged Property is taken, damaged or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the remaining unpaid indebtedness secured by this instrument, is hereby assigned to Mortgagee, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Mortgagor and the same shall be paid forthwith to Mortgagee, who shall apply the same in whole or in part, after the payment of all expenses, including reasonable costs and attorney's fees, to the restoration or repair of the property damaged, if the property can be restored or repaired to constitute a complete architectural unit. In the event the said property cannot be restored or repaired to constitute a complete architectural unit, then such award or monier received after the payment of expenses of Mortgagee as aforesaid shall be applied on account of the unpaid principal balance of the Note, irrespective of whether such principal balance is then due and payable. Furthermore, in the event such award or monies so received shall exceed the cost of responsition or repair of the property and expenses of Mortgagee as aforesaid, then such excess monies shall be applied on account of the unpaid principal balance of the Note, irrespective of whether such principal balance is then due and payable.

VII. EVENTS OF DEFAULT

Each of the following shall constitute an "Event of Default" for purpose of this Mortgage:

- (A) Failure of Contractor to promptly pay, when due, any payment of principal or interest under the Note.
- (B) Failure of Contractor or Mortgagor to perform or observe any other covenant, promise, term or agreement contained in the Mortgage, Note or Related Documents or parts of any other loan document executed in connection with this loan transaction, subject to the

notice and cure provisions contained in the Construction Loan Agreement between Contractor and Mortgagee.

- (C) Any sale, agreement, transfer, agreement to transfer, grant of security interest, mortgage, or other encumbrance or alienation of any interest in the Mortgaged Property without the prior written consent of Mortgagee.
- (D) The commencement of any petition in Bankruptcy, whether voluntary or involuntary by or against Mortgagor or Contractor or either of them or if Mortgagor or Contractor or either of them is adjudicated bankrupt or insolvent or files any petition or answer seeking restoration, assignment, composition, liquidation or similar relief under the present or any future Fideral or state law or seeks or covenants or agrees to the appointment of any trustee, reliefer, or similar officer of the Mortgagor or Contractor, regarding the Mortgaged Property.
- (E) Any material adverse change in the financial condition of the Contractor.

ACCELERATION

If an Event of Default occurs, Nortgagee may, at its option, declare the whole of the indebtedness hereby secured to be immediately due and payable without notice to the Mortgagor. Then, at any time thereafter, at the sole option of the Mortgagee, the principal balance and accrued interest on the Note shall become immediately due and payable, and any other sums secured hereby shall become immediately due and payable.

IX. DEFAULT KATE

All sums coming due and payable after an Event of D fault and pursuant to Acceleration shall bear interest, after acceleration, at the Default Rate, and shall constitute additional indebtedness secured by this Mortgage. After any Event of Default Mortgage may institute or cause to be instituted, proceedings to enforce its rights under this Mortgage or any other Related Documents.

X. RIGHTS, POWERS AND REMEDIES OF MORTGAGE

When the indebtedness hereby secured, or any part thereof, shall become duc, whether by acceleration or otherwise, Mortgagee may at its election:

- (A) Foreclose this Mortgage by legal action, as provided by Illinois Statutes.
- (B) Enter upon and take possession of the Mortgaged Property with the irrevocable consent of Mortgagor as granted and evidenced by execution of this Mortgage. As Mortgagee in possession, Mortgagee may hold, operate, manage and control the Mortgaged Property and conduct business, if any, either personally or by its agents. The Mortgagee may collect rents and lease the Mortgaged Property, cancel or modify existing leases and generally exercise all powers and rights customarily incident to ownership. Mortgagee

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may pay out of any rents collected, taxes, insurance, conversions, fees and any expenses attributable to the Mortgaged Property

(C) Upon, or at any time after the filing of a complaint or petition to foreclose this Mortgage, the Mortgagee may apply to the court for appointment of a receiver of the Mortgaged Property. Such receiver shall have the power to collect the rents, issues and profits of the Mortgaged Property during the pendency of the foreclosure suit up to and after any sale of the Mortgaged Property. The court may authorize the receiver to apply net income from management and control of the Mortgaged Property in whole or in part to the indeb edness secured hereby or to any tax or special assessment which may be or become superior to the lien hereof.

XI. CROSS-DEFAULT CLAUSE

Any default by Mortgagor or Contractor in the performance or observance of any covenant, promise, condition or agreement hereof not cured within any applicable notice and grace period shall be deemed at Event of Default under each of the Related Documents, entitling Mortgagee to exercise all or any remedies available to Mortgagee under the terms of any or all Related Documents. Failure by Mortgagee to exercise any right which it may have hereunder shall not be deemed a waiver thereof unless so agreed in writing by Mortgagee, and the waiver by Mortgagee of any default by Mortgage or Contractor hereunder shall not constitute a continuing waiver of any other default or of the same default in the finture.

XII. BUSINESS CURPOSE

To the best of Mortgagor's knowledge, the proceeds of the loan evidenced by the Note and secured by this Mortgage will be used for the purposes specified in Paragraph (1) (C) of 815 ILCS 205/4, and that the principal obligation constitutes a business loan which comes within the purview of said statute.

XIII. WAIVER OF REDEMPTION

- (A) Mortgagor hereby waives all rights of redemption and/or equity of redemption which exist by statute or common law for sale under any order or decree of total osure of this Mortgage on its own behalf and on behalf of each and every person, beneficiary or any other entity, except decree or judgment creditors of Mortgagor who may acquire any interest in or title to the Mortgaged Property or the trust estate subsequent to the date hereof.
- (B) Mortgagor hereby waives the benefit of all appraisement, valuation, stay, or extension laws now or hereafter in force and all rights of marshaling in the event of any sale hereunder of the Mortgaged Property or any part thereof or any interest therein.
- (C) Mortgagor hereby waives the benefit of any rights or benefits provided by the Homestead Exemption laws, if any, now or hereafter in force.

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XIV. FURTHER INSTRUMENTS

Upon reasonable request of Mortgagee, Mortgagor will execute, acknowledge and deliver all such additional instruments and further assurances of title and will do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Mortgage.

XV. NOTICES

Any notice, demand, requests or other communication desired to be given or required pursuant to the terms hereof shall be in writing and shall be delivered by personal service or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows or to such other add es) as the parties hereto may designate in writing from time to time deemed served in the case of personal service when delivered and if served by US mail, then deemed served on the date said nonce is deposited in the US mail:

To Mortgagee:

Barrington Bank, N.A. 201 S. Hough Street Barrington, T 60010 Attention: Jon Striney

with a copy to:

Richmond A. Payne

Robinson, Phrymert, Piercev MacDonald & Amato, Ltd. AL CIONTS OFFICE

733 Le Street, Suite 100 Des Plaines, IL 60016

To Mortgagor:

Cayco Construction, Inc.

175 S. Main

Burlington, IL 61009

with a copy to:

Solomon Gutstein

Tenney & Bentley, L.L.C. 111 W. Washington Street

Suite 1900

Chicago, IL 60602

XVI. SUCCESSORS AND ASSIGNS

This Mortgage and all provisions hereof shall run with the Mortgaged Property and shall be binding upon and enforceable against Mortgagor and its permitted successors, grantees and assigns, any subsequent owner or owners of the Premises who acquire the Premises subject to this Mortgage and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. This Mortgage and all provisions hereof shall inure to the benefit of Mortgagee, its successors and assigns and any holder or holders, from time to time, of the Note.

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All of the covenants and conditions hereof shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of Mortgagor and Mortgagee, respectively, and all persons claiming through or under them. Any reference herein to Mortgagee shall include the successors and assigns of Mortgagee. The Mortgagor shall not assign its interest without the prior written consent of the Mortgagee.

XVII. ENVIRONMENTAL MATTERS

- (A) The Mortgagor hereby represents and warrants to the Mortgagee that neither the Mortgagor, nor any of their affiliates or subsidiaries, nor, to the best of Mortgagor's knowledge, any other person or entity, has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of in, under or at the Premises or any part thereof, and that the Premises has never been used by the Mortgagor, or any other affiliates or subsidiaries, or, to the best of the Mortgagor's knowledge by any other person or entity, as a temporary or permanent dump or storage site for any Hazardous Material. "Hazardous Material" means any hazardous, toxic, or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.
- (B) The Mortgagor hereby agrees to comply and cause Contractor to comply with all applicable environmental laws, rules and regulations related to hazardous wastes, materials and substances.
- (C) The Mortgagor hereby agrees to notify and cause Contractor to notify the Mortgagee, in writing, immediately after the Mortgagor or Contractor has acoust or constructive notice of the release of any hazardous waste, material or substances onto the Mortgaged Property and to take prompt and diligent remedial action.

XVIII. INCORPORATION OF UNIFORM COMMERCIAL CODE

To the extent that this instrument may operate as a security agreement under the Uniform Commercial Code, Mortgagee shall have all rights and remedies conferred therein for the benefit of a secured party (as said term is defined in the Uniform Commercial Code).

XIX. MORTGAGEE'S CONSENT

In all instances hereunder where Mortgagor's action first requires Mortgagee's consent, said consent of Mortgagee shall not be unreasonably withheld.

XX. REMEDIES CUMULATIVE

The rights and remedies herein provided are cumulative and Mortgagee may recover judgment on the Note, issue execution therefor, and resort to every other right or remedy

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available at law or in equity, without first exhausting and without affecting or impairing the security or any right or remedy afforded by this Mortgage and no enumeration of special rights or powers by any provision of this Mortgage shall be construed to limit any grant of general rights or powers, or to take away or limit any and all rights granted to or vested in the Mortgagee by virtue of the laws of Illinois

XXI. EXCULPATORY PROVISIONS

- Mortgagor makes no representations regarding and is not liable for any acts or omissions of Contractor. All references to Mortgagor causing Contractor to do anything mean that Mortgagor will request Contractor to do the matter and Mortgagor has no liability or responsibility if Contractor does not comply with such request except as provided in the Agreement of even date herewith between Mortgagor and Mortgagee.
- Mortgagor executes this Mortgage for the sole purpose of creating a lien against the Mortgaged Property to secure Contractor's Promissory Note. It is expressly understood and agreed that nothing herein compined shall be construed as creating any liability on Mortgagor personally to pay the Promissory Note or to pay or comply with any other obligation of Contractor, or to pay any indebtedness accruing hereunder, or to perform any covenant or agreement either express or implied revein, all such liability being expressly waived by Mortgagee for itself and its successors in interest except as provided in the Agreement of even date herewith between Mortgagor and Mortgagoe.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed, the day and year first above written.

MORTGAGOR:

CAYCO CONSTRUCTION, INC.

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STATE OF ILLINOIS) ss COUNTY OF COOK)

On this Al day of May, 2001, before me appeared Else Roberts, to me personally known, who, being by me duly sworn, did say that he is the <u>President</u> of CAYCO CONSTRUCTION, INC., a corporation of the State of Illinois, and that said instrument was signed in behalf of said corporation, and said acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year first above written.

Notary Public

My Commission Expires: _

9/14/2003

OFFICIAL SEAL
A MY L. SCHWEITZER
NOTARY PUBLIC, STATE OF HLUNOIS
MY COMMISSION EXPIRES 9-14-2003

- Andrews

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EXHIBIT "A"
TO
MORTGAGE

LEGAL DESCRIPTION

LOT 3 IN THE HILLSIFE FARMS SUBDIVISION AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TOTAL ESTATE:

THE EAST 325 FERT OF THE WSC 386 FERT OF THE SOUTH 670.20 FERT OF THAT PART OF THE NE4 OF SECTION 6, TOWNSELP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 23.82 CHAINS; THENCE WORTH PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 20.91 CHAINS; THENCE WEST PARALLEL WITH THE VEST LINE OF SAID NORTHEAST 1/4 9.57 CHAINS; THENCE NORTH PARALLEL WITH THE VEST LINE OF SAID NORTHEAST 1/4 19.09 CHAINS TO THE NORTH LINE OF SAID MORTHEAST 1/4; THENCE WEST ALONG THE SAID NORTH LINE 14.25 CHAINS TO THE WEST LINE OF SAID NORTHEAST 1/4; THENCE SOUTH ALONG THE WEST LINE TO THE PLACE OF BEGINNING, EXCEPT TOT PART OF THE ABOVE DESCRIBED PREMISES LYING NORTH OF A LINE DRAWN 50 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SECTION 6, IN COOK COUNTY, ILLINOIS.

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BARRINGTON BANK

& TRUST COMPANY, N.A.

Confidential Fax Cover Sheet

Date: Monday, July 02, 2001

To: Chicago Title Insurance

B) enda Wendt

Phone: 847-540-1854 Fax: 847-540-1855

From: Barrington Bank & Trust Company N.A.

Jon Stickney

Phone: 847-842-4673

Fax: 847-304-0570

Pages:

Subject:

Cayo / Swat Have

Barrington Bank & Trust Company, N.A. 201 S. Hough Street, Barrington, IL 60010

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