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This Document Prepared By
and After Recording Return To:

Cynthia Jared, Esq.
Sachnoff and Weaver, Ltd.
10 South Wacker Drive
Suite 4000
Chicago, Illinois 60606

Doc#: 0523727010 Fee: \$48.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/25/2005 09:41 AM Pg: 1 of 13

MORTGAGE

85 HIBBARD RD., WINNETKA, IL

THIS MORTGAGE (this "**Mortgage**") dated for reference purposes only as of August 1, 2005, is made by Susan D. Barr, as trustee under the Susan D. Barr Trust dated April 10, 1991, of 85 Hibbard Road, Winnetka, Illinois 60093 ("**Mortgagor**") as mortgagor, in favor of Corus Bank, N.A., located at 3959 N. Lincoln Avenue, Chicago, IL 60613 ("**Lender**"), as mortgagee.

RECITALS AND DEFINITIONS:

A. Loans. Mortgagor is the owner of the land legally described on Exhibit A attached hereto, together with all improvements thereon. Lender has agreed to make loans to Richard A. Barr ("**Barr**"), CFSC Properties LLC, a Delaware limited liability company ("**CFSC**") and Community Financial Services Center Corp., a Wisconsin Corporation, ("**CFSCC**") (Barr, CFSC and CFSCC are together referred to as "**Borrowers**") in an amount up to Four Million Fifty Thousand Dollars (\$4,050,000) (the "**Loans**"), pursuant to the terms and conditions set forth in that certain Master Credit Agreement entered into between Richard Barr and Lender, dated July 16, 2004, as amended by that certain Supplement to Master Credit and Master Pledge Agreement dated for reference purposes only as of August 1, 2005 (the "**Loan Agreement**").

B. Notes and Guaranty. Borrowers will or have executed and delivered to Lender promissory notes in the aggregate maximum principal amount of \$4,050,000 (the "**Notes**") bearing interest at a fixed rate or a variable rate, as applicable with a maturity date not later than September 1, 2012. Barr has executed and delivered to Lender that certain Guaranty of Payment and Performance (the "**Guaranty**") dated for reference purposes only as of August 1, 2005.

C. Mortgage. To secure the obligations and liabilities of Borrowers to Lender in connection with the Notes and the Guaranty, Lender has requested and Mortgagor has agreed to execute and deliver this Mortgage.

D. Loan Documents. The Loan Agreement, the Guaranty, this Mortgage, together with all such agreements, documents, and instruments given to evidence or secure the indebtedness evidenced by the Notes and/or the Loan Agreement and all other written matter and all amendments, modifications, supplements, extensions and restatements thereof and thereto, and all agreements, documents or instruments delivered in substitution therefor or in lieu thereof, whether heretofore, now or hereafter executed by or on behalf of Mortgagor, Borrowers, any party who or which has guaranteed all or any portion of the indebtedness evidenced by the Notes and/or the Loan Agreement, or any other person or entity, delivered to Lender with respect to the Loans are collectively referred to herein as the "**Loan Documents**". Mortgagor, Borrowers and/or Guarantors (as defined in the Loan Agreement) and any other party who is a party to any one or more of the

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Loan Documents are referred to collectively as the "**Loan Parties**", and individually as a "**Loan Party**". Reference to this Mortgage, the Loan Agreement or any other Loan Document contained in any of the foregoing documents shall be deemed to include all modifications of any such document.

E. Secured Obligations. As used in this Mortgage, the term "**Secured Obligations**" collectively means: (i) the principal of and interest on the Notes and/or the Loan Agreement; (ii) all other Indebtedness of any kind arising under, and all amounts of any kind which at any time become due or owing to Lender under or with respect to the Notes, the Guaranty, the Loan Agreement, this Mortgage or any of the other Loan Documents; (iii) all of the covenants, obligations and agreements of Borrowers or any other Loan Party in, under or pursuant to the Notes, the Guaranty, the Loan Agreement, this Mortgage, and/or any of the other Loan Documents; (iv) all costs incurred by Lender to protect any or all of the Collateral (as defined below), perform any obligation of Borrowers or any other Loan Party hereunder or under any other Loan Document, or collect any amount owing to Lender) whether before or after an Event of Default; (v) all fees due and payable by Borrowers to Lender; and (vi) interest on all of the foregoing to the extent it accrues under the Notes, this Mortgage or any other Loan Document, including, without limitation, interest accruing after an Event of Default, acceleration and/or judgment at the Default Rate and all interest, fees and costs that, but for commencement of an insolvency proceeding would have accrued.

F. Mortgagor has a direct or indirect interest in Borrowers and will receive a material financial benefit if Lender makes the Loans to Borrowers.

GRANT

NOW THEREFORE, for and in consideration of Lender's making the proceeds of the Loans available to Borrowers and any other financial accommodation to or for the benefit of Borrowers, consideration of the various agreements contained herein and in the other Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Mortgagor, and in order to secure the full, timely and proper payment and performance of each and every one of the Secured Obligations,

MORTGAGAOR HEREBY MORTGAGES, CONVEYS, TRANSFERS, HYPOTHECATES, AND ASSIGNS TO LENDER AND ITS SUCCESSORS AND ASSIGNS, FOREVER, AND HEREBY GRANTS TO LENDER AND ITS SUCCESSORS AND ASSIGNS FOREVER A CONTINUING SECURITY INTEREST IN, TO, AND UNDER ALL OF THE FOLLOWING, WHETHER NOW OWNED OR HEREAFTER ACQUIRED OR ARISING:

(a) Land. All of the land described on Exhibit A attached hereto, together with all tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in any-wise appertaining to the land (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the land; all estate, claim, demand, right, title or interest of Borrowers in and to any street, road, highway, or alley (vacated or otherwise) adjoining the land or any part thereof; all strips and gores belonging, adjacent or pertaining to the land; and any after-acquired title to any of the foregoing (all of the foregoing is herein referred to collectively as the "**Land**");

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(b) Improvements and Fixtures. All buildings, structures, replacements and other improvements and property of every kind and character now or hereafter located or erected on the Land, together with all furnishings, fixtures, fittings, building or construction materials, equipment, appliances, machinery, plant equipment, apparatus, and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Land, including (without limitation) all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (all of the foregoing are herein referred to collectively as the "**Improvements**", all of the Land and the Improvements, and any other property which is real estate under applicable Law, is sometimes referred to collectively herein as the "**Property**");

The foregoing is herein collectively referred to as the "**Collateral.**" All of the Collateral hereinabove described, real, personal and mixed, whether affixed or annexed or not, and all rights hereby conveyed and mortgaged are intended to be a unit and are hereby understood and agreed and declared to be appropriated to the use of the Property, and shall for the purposes of this Mortgage, to the extent permitted by Law, be deemed to be real estate and conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the Property unto Lender, its successors and assigns, forever, hereby expressly waiving and releasing any and all right, benefit, privilege, advantage or exemption under and by virtue of any and all statutes and laws of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise.

THIS MORTGAGE IS GRANTED TO SECURE FUTURE ADVANCES.

1. Covenants and Agreements of Borrower.

To secure the payment and performance of the Secured Obligations, Mortgagor hereby covenants and agrees with Lender as follows:

1.1 INCORPORATION; PAYMENT OF SECURED OBLIGATIONS.

(a) Recitals. The Recitals and all definitions incorporated therein are hereby incorporated herein and made a contractual part hereof.

(b) Incorporation by Reference. Any capitalized term used herein and not defined herein shall have the meaning set forth in the Loan Agreement, which definitions are incorporated by reference as if fully set forth herein.

(c) Payments and Performance. Mortgagor agrees that it will pay or cause to be paid, timely and in the manner required in the Loan Documents, all sums due under the Notes, the Guaranty, the Loan Agreement and all other Secured Obligations. All sums payable by Mortgagor hereunder shall be paid without demand, counterclaim, offset, deduction, reduction or defense; provided that nothing contained herein shall be deemed to be a waiver of Borrower's right to assert the defense of payment or any right of offset relating thereto. Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any such demand, counterclaim, offset, deduction or defense. Mortgagor hereby covenants and agrees that it will timely and fully perform, and will cause all other Loan Parties to timely and fully perform, all covenants and agreements set forth in each and every one of the other Loan Documents. Mortgagor hereby covenants to cause such

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compliance and performance by all other Loan Parties and it shall not be a defense hereunder that Mortgagor did not have the power or authority to cause such compliance.

1.2 MAINTENANCE AND REPAIR; PROTECTION OF SECURITY. Mortgagor will: (a) not abandon the Property; (b) not do or suffer anything to be done which would depreciate or impair the value of the Collateral or the security of this Mortgage; (c) not remove or demolish any of the Improvements; (d) pay promptly for all labor and materials for all construction, repairs and improvements to or on the Property; (e) maintain, preserve and keep the Improvements in good, safe and insurable condition and repair and promptly make any needful and proper repairs, replacements, renewals, additions or substitutions required by wear, damage, obsolescence or destruction; (f) promptly restore and replace any of the Improvements which are destroyed or damaged; (g) not commit, suffer, or permit waste of any part of the Property; (h) maintain all grounds and abutting sidewalks in good and neat order and repair; and (i) take all action necessary to maintain this Mortgage as a perfected security interest and lien upon the Collateral, subject to no liens or exceptions other than those liens and encumbrances described on Exhibit B attached hereto (the "**Permitted Encumbrances**").

1.3 SALES; LIENS. At all times during the term hereof, Mortgagor shall be the fee title owner of the Property, subject to no lien or encumbrance, except the Permitted Encumbrances, and Mortgagor shall not, without the prior written consent of Lender, which consent may be withheld in Lender's sole and exclusive discretion, directly or indirectly sell, contract to sell (if possession of the Property is to be transferred prior to the closing date, such as an installment agreement for deed), assign, transfer, convey, or dispose of the Property or any other Collateral, or any portion thereof or any interest or estate therein, whether legal, equitable, beneficial or possessory, subject or permit the Property or any other Collateral, or any part thereof or interest therein (whether legal, equitable, beneficial or otherwise) or estate in any thereof (including the right to receive the rents and profits therefrom) directly or indirectly, to any mortgage, deed of trust, lien, claim, security interest, encumbrance or right (whether senior or junior to, or on a parity with, this Mortgage).

Notwithstanding anything to the contrary contained in this Section, Lender will not unreasonably withhold, condition, or delay the sale of the Property and the release of the lien of this Mortgage in connection therewith on the condition that, simultaneously therewith, CFSC provides substitute collateral or partial payment acceptable to Lender, acting in Lender's reasonable discretion.

2. Default.

Each of the following shall constitute an event of default ("**Event of Default**") hereunder.

2.1. DEFAULT UNDER ANY OTHER LOAN DOCUMENT. Any Event of Default occurs under the terms of the Notes, the Guaranty, the Loan Agreement or any other Loan Document. With respect to any Event of Default which is an Event of Default hereunder by reason of being an Event of Default under any other Loan Document, the period for grace, notice, or opportunity to cure, set forth in such other Loan Document, and only such period, shall be applicable thereto.

2.2. PERFORMANCE. Except as provided in any other section of this Section 2 or any other provision of this Mortgage, failure by Mortgagor to promptly perform any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Mortgagor under this Mortgage for a period of thirty (30) days after notice thereof; provided that: (i) if such default, in the reasonable discretion of Lender, creates a hazardous

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condition or materially, adversely and imminently affects the value of the Property, such default shall be cured immediately; and (ii) subject to the provisions of subsection (i) above, to the extent that such default is of such a character which reasonably requires more than thirty (30) days to cure, Mortgagor shall have such reasonable additional time to cure the default, if Mortgagor has commenced to cure the same within said thirty (30) day period and is diligently and continuously pursuing such cure, which default shall in all circumstances be cured within ninety (90) days after delivery of the above-required written notice.

2.3. DEFAULT IN CERTAIN COVENANTS. Default in the performance of any covenant or agreement set forth in Section 1.3 herein.

2.4. REPRESENTATIONS AND WARRANTIES. Any representation, warranty, or disclosure made to Lender by Mortgagor in this Mortgage, proving to be false or misleading in any material respect as of the time the same was made or deemed made.

2.5. ABANDONMENT. Mortgagor abandons the Property.

3. Remedies.

3.1. ACCELERATION. Upon the occurrence of any Event of Default, Lender may declare the unpaid principal balance of the Notes, the Loan Agreement, this Mortgage, all interest thereon and all other Secured Obligations to be immediately due and payable.

3.2. REMEDIES UNDER OTHER LOAN DOCUMENTS. Upon the occurrence of an Event of Default, Lender shall have all remedies set forth in this Mortgage, in the Loan Agreement and at law or in equity. It is the intention of the parties that this Mortgage shall confer upon Lender the fullest rights, remedies and benefits available under applicable law.

3.3. FORECLOSURE. Upon the occurrence of any Event of Default, Lender shall have the right immediately or at any time thereafter to foreclose the lien of this Mortgage. This Mortgage may be foreclosed once against all, or successively against any portion or portions, of the Property, as Lender may elect, until all of the Property has been foreclosed against and sold. As part of the foreclosure, Lender in its discretion may, with or without entry, personally or by attorney, sell to the highest bidder all or any part of the Property, and all right, title, interest, claim and demand therein, and the right of redemption thereof, as an entirety, or in separate lots, as Lender may elect, and in one sale or in any number of separate sales held at one time or at any number of times, all in any manner and upon such notice as provided by applicable law. Upon the completion of any such sale or sales, Lender shall transfer and deliver, or cause to be transferred and delivered, to the purchaser or purchasers of the property so sold, in the manner and form as provided by applicable Law, and Lender is hereby irrevocably appointed the true and lawful attorney-in-fact of Mortgagor, in its name and stead, to make all necessary transfers of property thus sold, and for that purpose Lender may execute and deliver, for and in the name of Mortgagor, all necessary instruments of assignment and transfer, Mortgagor hereby ratifying and confirming all that said attorney-in-fact shall lawfully do by virtue hereof.

3.4. JUDGMENT. In the case of any sale of the Property pursuant to any judgment or decree of any court at public auction or otherwise, Lender may become the purchaser, and for the purpose of making settlement for or payment of the purchase price, shall be entitled to deliver over and use the Notes and any claims for the debt in order that there may be credited as paid on the

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purchase price the amount of the debt. In case of any foreclosure of this Mortgage (or the commencement of or preparation therefor) in any court, all reasonable expenses of every kind paid or incurred by Lender for the enforcement, protection or collection of this security, including court costs, reasonable attorneys' fees, stenographers' fees, costs of advertising, and costs of title insurance and any other documentary evidence of title, shall be paid by Mortgagor.

3.5. NO LIABILITY ON LENDER. Notwithstanding anything contained herein, Lender shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligation, duty or liability of Borrowers and Mortgagor shall and does hereby agree to indemnify against and hold Lender harmless of and from any and all liabilities, losses or damages which Lender may incur or pay under or with respect to any of the Collateral or under or by reason of its exercise of rights hereunder and any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Collateral or in any of the contracts, documents or instruments evidencing or creating any of the Collateral, unless such liability, claim, cost or demand is caused solely by Lender's gross negligence, fraud or willful misconduct. Lender shall not have responsibility for the control, care, management or repair of the Property or be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Property resulting in loss, injury or death to any tenant, licensee, employee, stranger or other person. No liability shall be enforced or asserted against Lender in its exercise of the powers herein granted to it, and Mortgagor expressly waives and releases any such liability, except liability arising from Lender's gross negligence, fraud or willful misconduct. Should Lender incur any such liability, loss or damage under or by reason hereof, or in the defense of any claims or demands, then any such amount expended by Lender shall be payable by Borrowers in accordance with the Loan Agreement.

3.6. REMEDIES CUMULATIVE. No remedy or right of Lender hereunder or under the Notes, the Loan Agreement or any of the other Loan Documents or otherwise, or available under applicable Law, shall be exclusive of any other right or remedy but each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable Law. No delay in the exercise of, or omission to exercise, any remedy or right accruing on any Event of Default shall impair any such remedy or right or be construed to be a waiver of any such Event of Default or an acquiescence therein, nor shall it affect any subsequent Event of Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Lender. All obligations of Borrower, and all rights, powers and remedies of Lender, expressed herein shall be in addition to, and not in limitation of, those provided by Law or in the Notes, the Loan Agreement, any other Loan Documents or any other written agreement or instrument relating to any of the Secured Obligations or any security therefor.

3.7. COMPLIANCE WITH THE ILLINOIS MORTGAGE FORECLOSURE ACT. In the event that any provision of this Mortgage shall be inconsistent with any provision of the Mortgage Foreclosure Act, the provision of the Mortgage Foreclosure Act shall take precedence over the provision of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Mortgage Foreclosure Act. Mortgagor and Lender shall have the benefit of all of the provisions of the Mortgage Foreclosure Act, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Mortgage Foreclosure Act which is specifically referred to herein may be repealed, Lender shall have the benefit of such provision as most recently existing prior to such

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repeal, as though the same were incorporated herein by express reference. If any provision of this Mortgage shall grant to Lender any rights or remedies upon default of Borrowers which are more limited than the rights that would otherwise be vested in Lender under the Mortgage Foreclosure Act in the absence of said provision, Lender shall be vested with the rights granted in the Mortgage Foreclosure Act to the full extent permitted by Law.

4. General.

4.1. PERMITTED ACTS. Mortgagor agrees that, without affecting or diminishing in any way the liability of Borrowers or any other person (except any person expressly released in writing by Lender) for the payment or performance of any of the Secured Obligations or for the performance of any obligation contained herein or affecting the lien hereof upon the Collateral or any part thereof, Lender may at any time and from time to time, without notice to or the consent of any person or release any person or entity liable for the payment or performance of any of the Secured Obligations; extend the time for, or agree to alter the terms of payment of, any indebtedness under the Notes, the Guaranty, or any of the Secured Obligations; modify or waive any obligation; subordinate, modify or otherwise deal with the lien hereof; accept additional security of any kind; release any Collateral or other property securing any or all of the Secured Obligations; make releases of any portion of the Property; consent to the making of any map or plat of the Property; or to the granting of easements on the Property or of any covenants restricting the use or occupancy thereof; or exercise or refrain from exercising, or waive, any right Lender may have hereunder or under any of the other Loan Document.

4.2. NOTICES. Any and all notices given in connection with this Mortgage shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by Federal Express or other nationally recognized overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested. A written notice shall be deemed to have been given to the recipient party on the earlier of: (a) the date it shall be delivered to the address required by this Mortgage; (b) the date delivery shall have been refused at the address required by this Mortgage; or (c) with respect to notices sent by mail, the date as of which the postal service shall have indicated such notice to be undeliverable at the address required by this Mortgage. Any and all notices referred to in this Mortgage, or which either party desires to give to the other, shall be addressed as follows:

If to Mortgagor:	Susan Barr 85 Hibbard Road Winnetka, IL 60093
With a copy to:	Arnstein & Lehr 120 S. Riverside Plaza Suite 1200 Chicago, IL 60606 Attn.: Bruce H. Balonick, Esq.

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If to Lender: Corus Bank, N.A.
3959 N. Lincoln Avenue
Chicago, IL 60613
Attn.: Terence Keenan, Senior Vice President

With a copy to: Joel C. Solomon, Esq.
Senior Vice President and General Counsel –
Commercial Lending
3959 N. Lincoln Avenue
Chicago, IL 60613

With a copy to: Sachnoff & Weaver, Ltd.
10 S. Wacker Drive
Suite 4000
Chicago, IL 60606
Attn.: Cynthia Jared, Esq.

Any party hereto may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. In addition to the foregoing, any notice of default shall be delivered to such other persons or entities as may be identified in the Loan Agreement from time to time.

4.3. CARE BY LENDER; STANDARDS FOR APPROVAL. Lender shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in its possession if it takes such action for that purpose as Borrowers request in writing, but failure of Lender to comply with any such request shall not be deemed to be (or to be evidence of) a failure to exercise reasonable care, and no failure of Lender to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by Borrowers, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral. Unless otherwise specifically provided herein, any and all discretion, determination, verification, waiver, consent or approval to be exercised, granted, provided or made by Lender herein, shall be exercised, made, granted or withheld, or continued to be exercised, made, granted or withheld, in Lender's sole, absolute and exclusive discretion (including without limitation any approval to be granted or withheld under Section 1.3 and the exercise or any right or remedy granted pursuant to Article 3). LENDER SHALL HAVE NO DUTY TO BORROWERS TO MAKE ANY DETERMINATION, TO PROVIDE ANY WAIVER OR CONSENT, OR TO EXERCISE ANY JUDGMENT OR DISCRETION UNDER THE TERMS OF THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT FOR THE BENEFIT OF BORROWERS, GUARANTOR, ANY OTHER LOAN PARTY, THE PROJECT OR THE PROPERTY. FOR GREATER CERTAINTY, AND NOT IN LIMITATION OF THE FOREGOING, ANY REFERENCE IN THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT TO "LENDER'S APPROVAL OR "LENDER'S CONSENT" OR "LENDER'S DISCRETION" OR WORDS OF SUCH IMPORT, SHALL BE DEEMED TO MEAN SUCH APPROVAL, CONSENT OR DISCRETION, IN LENDER'S SOLE, EXCLUSIVE AND ABSOLUTE DISCRETION, UNLESS SUCH PROVISION SHALL EXPRESSLY PROVIDE THAT SUCH DISCRETION, CONSENT OR APPROVAL SHALL NOT BE UNREASONABLY WITHHELD.

4.4. RELEASE OF MORTGAGE. When all Secured Obligations have been paid and performed in full, Lender covenants, upon request by Mortgagor at Mortgagor's sole cost and expense, to file a release of this Mortgage (except to the extent expressly provided herein with respect to indemnifications, representations and warranties and other rights which are to continue

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following the release hereof); provided that all provisions herein for indemnity of Lender shall survive payment of the Secured Obligations and any foreclosure, release or termination of this Mortgage.

4.5. NO WAIVER; WRITING. No delay on the part of Lender in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Lender of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. The granting or withholding of consent by Lender to any transaction as required by the terms hereof shall not be deemed a waiver of the right to require consent to future or successive transactions.

4.6. NO MERGER. It being the desire and intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the Property, it is hereby understood and agreed that should Lender acquire an additional or other interests in or to the Property or the ownership thereof, then, unless a contrary intent is manifested by Lender as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

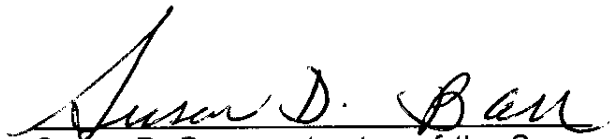
4.7. FUTURE ADVANCES. This Mortgage is given to secure, in part, future advances under the Notes, the Loan Agreement and the other Loan Documents, and shall secure not only the initial advance under the Notes, the Loan Agreement and the other Loan Documents, but also subsequent advances, the final advance, and any other advances, disbursements and other payments made under the Loan Agreement and the other Loan Documents, whether such advances are obligatory or to be made at the option of Lender, or otherwise, and including advances under the Loan Agreement and other Loan Documents as are made within twenty years from the date hereof, to the same extent as if all such advances were made at the time of execution of this Mortgage and although there may be no outstanding Secured Obligations at the time any advance is made. The total amount of the Secured Obligations may increase or decrease from time to time, but the total unpaid principal balance of the indebtedness hereby secured at any one time outstanding shall not exceed two (2) times maximum principal amount of the Notes plus interest thereon, and any disbursements made for payment of taxes, special assessments or insurance on the Collateral, and interest on such disbursements. This Mortgage shall be valid and shall, to the fullest extent permitted by Law, have priority over any and all liens and encumbrances arising after this Mortgage is recorded in the Recorder's office in the county in which the Land is located, including (to the extent permitted by applicable Law) statutory liens except taxes and assessments levied on the Collateral.

4.8. ILLINOIS CREDIT AGREEMENT ACT. Mortgagor expressly agrees that for purposes of this Mortgage and each and every other Loan Document: (i) this Mortgage and each and every other Loan Document shall be a "credit agreement" under the Illinois Credit Agreements Act, 815 ILCS 160/1, et seq. (the "Act"); (ii) the Act applies to this transaction including, but not limited to, the execution of this Mortgage and each and every other Loan Document; and (iii) any action on or in any way related to this Mortgage and each and every other Loan Document shall be governed by the Act.

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IN WITNESS WHEREOF, the undersigned has executed and delivered this Mortgage dated for reference purposes only August 1, 2005



Susan D. Barr, as trustee of the Susan D. Barr Trust dated April 10, 1991

Property of Cook County Clerk's Office



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 1st day of AUGUST, 2005, personally appeared before me Susan D. Barr, as trustee of the Susan D. Barr Trust dated April 10, 1991, and who, being by me duly sworn, stated and acknowledge that she signed and delivered the same, as her free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.





Notary Public

My commission expires: 6-22-07

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

ALL THAT PART OF A CERTAIN TRACT OF LAND KNOWN AS THE SOUTH 3.744 CHAINS (247.104 FEET) OF THE NORTH 6.24 CHAINS (411.84 FEET) OF THE WEST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 260 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 29 AND 251.58 FEET EAST OF THE WEST LINE OF SAID SECTION 29; THENCE WEST ALONG A LINE 260 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 29, 251.58 FEET TO THE WEST LINE OF SAID NORTHWEST $\frac{1}{4}$, THENCE SOUTH ALONG SAID WEST LINE OF SAID NORTHWEST $\frac{1}{4}$ (BEING ALONG THE CENTER LINE OF HIBBARD ROAD) 76.92 FEET; THENCE EAST ALONG A STRAIGHT LINE 251.58 FEET TO A POINT 76.72 FEET SOUTH OF THE PLACE OF BEGINNING; THENCE NORTH ALONG A LINE 251.58 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST $\frac{1}{4}$ 76.32 FEET TO THE PLACE OF BEGINNING (EXCEPT THE WEST 33 FEET THEREOF TAKEN FOR ROAD) IN COOK COUNTY, ILLINOIS.

ALSO ALL THAT PART OF THE NORTH 6.24 CHAINS OF THE WEST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF SAID NORTHWEST $\frac{1}{4}$ 210.96 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NORTHWEST $\frac{1}{4}$; THENCE EAST 251.58 FEET ALONG A STRAIGHT LINE TO A POINT 210.86 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST $\frac{1}{4}$; THENCE SOUTH 49.14 FEET ALONG A LINE 251.58 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST $\frac{1}{4}$; THENCE WEST 251.58 FEET ALONG A LINE 260 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST $\frac{1}{4}$ TO THE WEST LINE OF SAID NORTHWEST $\frac{1}{4}$; THENCE NORTH ALONG THE WEST LINE OF SAID NORTHWEST $\frac{1}{4}$ 49.04 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Address: 85 Hibbard Road
Winnetka, Illinois 60093

Permanent Index Number: 05-29-100-077

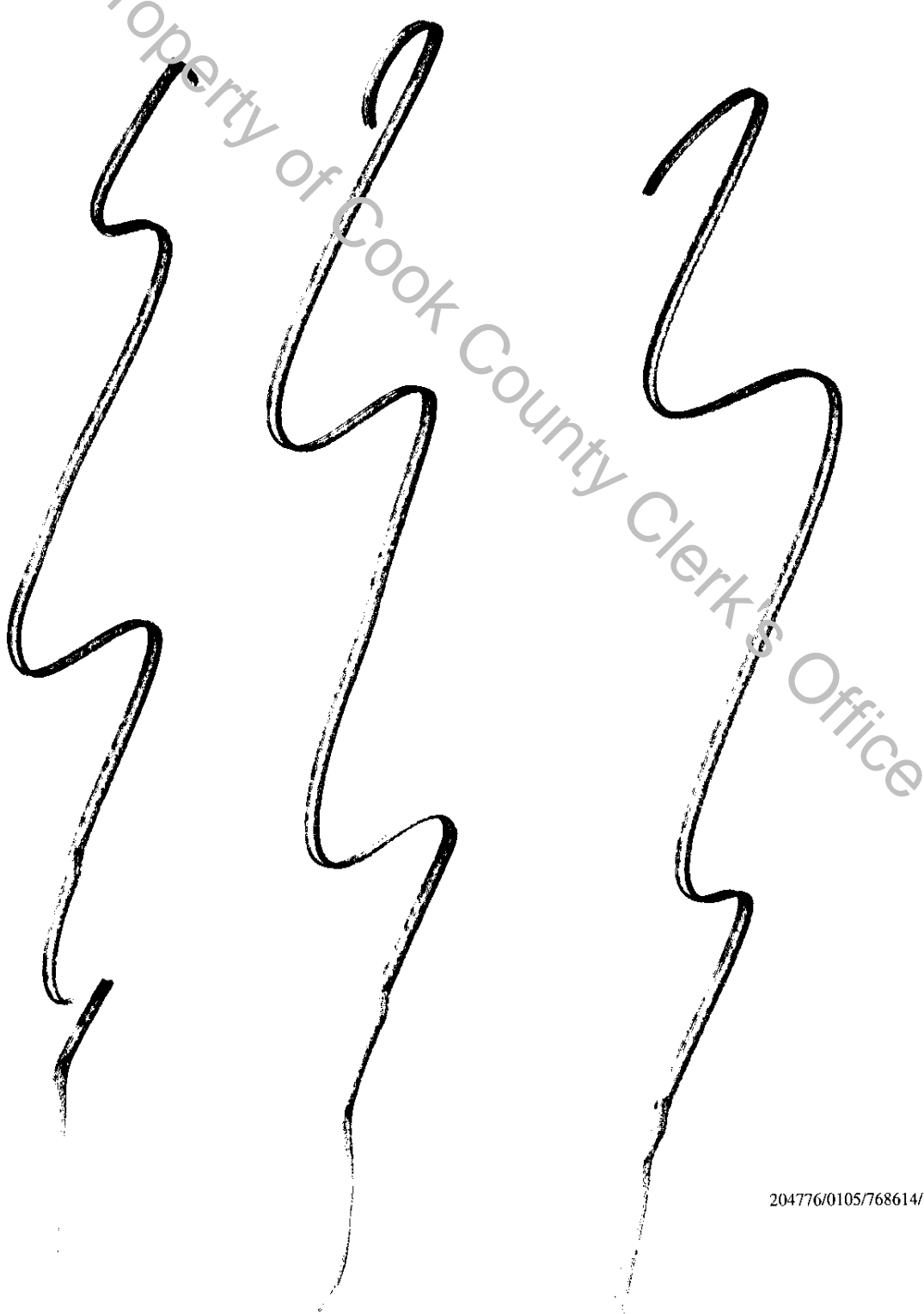
UNOFFICIAL COPY

EXHIBIT B

PERMITTED ENCUMBRANCES

1. General taxes not yet due and payable
2. Mortgage dated October 14, 2003 and recorded November 13, 2003 as document 0332211007, made by Susan D. Barr, as trustee under the Susan D. Barr Trust dated April 10, 1991, to Washington Mutual Bank FA, to secure an indebtedness in the amount of \$269,950.00, and the terms and conditions thereof.

Property of Cook County Clerk's Office

A large, stylized handwritten scribble or signature in black ink, consisting of several vertical, wavy lines with loops and flourishes, covering the lower half of the page.