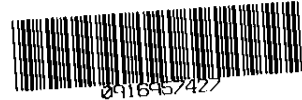


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Doc#: 0916957427 Fee: \$70.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/18/2009 02:28 PM Pg: 1 of 18

FORBEARANCE AND DEED IN LIEU OF FORECLOSURE AGREEMENT

This Forbearance and Deed in Lieu of Foreclosure Agreement ("Agreement") made as of the 15th day of May, 2009, by and between **AUSTIN BANK OF CHICAGO ("Bank"), L.S. SERVICES & CONSTRUCTION, INC. ("Borrower"),** and **LESTER SUROWIEC ("Guarantor")**:

RECITALS

- A. Borrower is currently indebted to the Bank pursuant to the terms and conditions of a Promissory Note in the original principal amount of One Hundred Thirty-One Thousand Two Hundred Fifty Dollars and NO/100 (\$131,250.00) and dated March 21, 2008, made, executed and delivered by Borrower to the Bank (Loan No. 20178); and pursuant to the terms and conditions of a Promissory Note in the original principal amount of One Hundred Twenty-Six Thousand Dollars and NO/100 (\$126,000.00) and dated June 4, 2008, made, executed and delivered by Borrower to the Bank (Loan No. 20249). Further, Guarantor is currently indebted to the Bank pursuant to the terms and conditions of a Credit Agreement and Disclosure in the original credit limit of Forty Thousand Dollars and NO/100 (\$40,000.00) dated March 6, 2006, made, executed and delivered by Lester Surowiec to the Bank (Loan No. 12807);
- B. The Guarantor, jointly and severally, has unconditionally and irrevocably guaranteed, among other obligations and liabilities, the full and complete payment to the Bank of Loan No. 20178 and Loan No. 20249 pursuant to the terms and conditions of a Commercial Guarantee dated March 21, 2008, in conjunction with Loan No. 20178, a Commercial Guarantee dated June 4, 2008, in conjunction with Loan No. 20249, and Guarantor is the Principal Obligor to the Bank under the Credit Agreement and Disclosure dated March 6, 2008;
- C. The Borrower is the record title holder of the property commonly referred to as 1608 East 82nd Street, Unit 3, Chicago, Illinois, 1608 East 82nd Street, Unit 2, Chicago, Illinois, and legally described on Exhibits A and B, respectively, attached hereto and made a part hereof ("Borrower Collateral"). The Guarantor is the record title holder of the property commonly referred to as 1232 Walnut Glen Drive, Crystal Lake, Illinois, and legally described on Exhibit C, attached hereto and made a part hereof ("Guarantor Collateral");
- D. To secure payment of the Loan Nos. 20178, 20249 and any and all indebtedness arising thereafter, Borrower granted to the Bank a lien in and to the Borrower's Collateral pursuant to those

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certain Mortgages dated March 21, 2008, which the Bank properly perfected by, among other things, recording with the Recorder of Deeds of Cook County, Illinois on April 3, 2008, as Document No. 0809442333, and pursuant to the Mortgage dated June 4, 2008, which the Bank properly perfected by, among other things, recording with the Recorder of Deeds of Cook County, Illinois on June 20, 2008, as Document No. 0817249055;

E. To secure payment of Loan No. 12807 and any and all indebtedness arising thereafter, Grantor granted to the Bank a lien in and to the Guarantor's Collateral pursuant to the Mortgage dated December 23, 2004, which the Bank properly perfected by, among other things, recording with the Recorder of Deeds of McHenry County, Illinois on February 15, 2005, as Document No. 2005R0011836;

F. The Borrower and Guarantor are, and have been, in default under the terms and conditions of Loan Nos. 20178, 20249, and 12807, and Borrower and Guarantor hereby acknowledge such default;

G. The current outstanding balance (exclusive of attorneys' fees) under Loan Nos. 20178, 20249 and 12807 is detailed as follows:

Principal:	\$129,831.90	Loan No. 20178
Interest:	\$ 2,895.88	
Late Charges:	\$ 267.06	
Prepayment Penalty:	\$ 2,625.00	
Total	\$135,619.84	

Per Diem Interest: \$34.27

(Calculation Date 2/24/09)

Principal:	\$125,116.19	Loan No. 20249
Interest:	\$ 3,233.73	
Late Charges:	\$ 290.85	
Positive Escrow Reserves:	\$ (707.46)	
Prepayment Penalty:	\$ 2,520.00	
Total	\$130,453.31	

Per Diem Interest: \$33.02

(Calculation Date 2/24/09)

Principal:	\$ 39,924.60	Loan No. 12807
Interest:	\$ 927.80	
Late Charges:	\$ 44.91	
Total	\$ 40,897.31	

Per Diem Interest: \$6.66

(Calculation Date 4/7/09)

H. The Borrower and Guarantor are liable for the Bank's reasonable attorneys' fees, costs and expenses incurred in enforcing the obligations under Loan Nos. 20178, 20249 and 12807;

I. The Bank has filed suit in the Circuit Court of Cook County against Borrower and Guarantor, to enforce the obligations under Loan No. 20178 in an action styled as *Austin Bank of Chicago v. L.S. Services and Construction, Inc., et al.*, pending as Case No. 09 CH 08282. The Bank has filed

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suit against Borrower and Guarantor, to enforce the obligations under Loan No. 20249 in the Circuit Court of Cook County in an action styled as *Austin Bank of Chicago v. L.S. Services and Construction, Inc., et al.*, pending as Case No. 09 CH 08280. Further, the Bank has sent a demand letter to Borrower and Guarantor dated April 7, 2009, declaring Loan No. 12807 in default, accelerating the balance due and demanding payment in full. The Borrower and Guarantor have requested that the Bank forbear foreclosing its lien on the Borrower's Collateral and Guarantor's Collateral, waive the outstanding interest due on Loan No. 20178 in the amount of \$3,838.28, waive the outstanding interest due on Loan No. 20249 in the amount of \$3,895.76, and forgive the debt due and owing on Loan No. 12807. The Bank is willing to accommodate the Borrower and the Guarantor, provided that the Borrower and the Guarantor agree to execute a Deed in Lieu of Foreclosure to be held by the Bank in accordance with this Agreement, and for the other considerations and covenants detailed more fully herein;

J. Except as expressly set forth herein, this Agreement shall not be construed, nor is it a waiver or modification of any or all rights and remedies of the Bank under Loan Nos. 20178, 20249 or 12807, all of which rights and remedies, except as modified herein, are hereby expressly reserved and unaffected by this Agreement;

K. This Agreement is intended to be, and shall constitute the agreement referred to in 735 ILCS 5/15-1401 and Borrower and Guarantor agree not to be relieved of personal liability and shall remain personally liable for any indebtedness or obligation under Loan Nos. 20178, 20249 and/or 12807;

L. The Bank, Borrower and Guarantor, and each of them, have concluded that the execution by them of this Agreement will avoid protracted and expensive litigation and acknowledge that the terms and provisions herein are fair and reasonable, and each has had the benefit of legal counsel and that each is receiving a substantial and valuable benefit if the transactions contemplated herein are consummated; and

NOW, THEREFORE, for and in consideration of the promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the performance of the mutual covenants hereinafter to be performed, it is agreed as follows:

AGREEMENTS

1. Recitals.

The Recitals heretofore set forth constitute an integral part of this Agreement, evidencing the intent of the parties in executing this Agreement, and describing the circumstances surrounding its execution. Accordingly, said Recitals are, by express reference, a part of the representations and covenants hereof, and this Agreement shall be construed in light thereof.

2. Change in Term.

Effective the date of this Agreement, the following terms of Loan Nos. 20178, 20249 and 12807 will be modified as set forth herein. All other terms and conditions of the original note and

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collateral documents in connection with Loan Nos. 20178, 20249 and 12807 remain unchanged, except as expressly modified herein, and shall continue in full force and effect.

A. Loan No. 20178

- i. The principal amount of the promissory note is \$129,831.90;
- ii. Interest will accrue at the rate of 5.5% per annum;
- iii. Borrower and Guarantor will pay this loan in one (1) payment of all outstanding principal plus all accrued unpaid interest and other charges on June 1, 2014. In addition, Borrower and Guarantor will pay regular monthly payments of principal and all accrued unpaid interest due as of each payment date beginning June 1, 2009, in the amount of \$737.17, with all subsequent principal and interest payments to be due on the same day of each month thereafter. In addition, Borrower and Guarantor shall escrow with Lender funds in the amount of \$2,626.00 for real estate taxes in monthly installments of \$218.84, in addition to the payment of principal and interest set forth above. Accordingly, the total monthly payments due by Borrower and Guarantor under Loan No. 20178 equals \$956.01, up to the final balloon payment due June 1, 2014. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Interest on this Loan is computed on a 365/360 simple interest basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower and Guarantor will pay Lender at Lender's address shown above, or at such other place as Lender may designate in writing.

B. Loan No. 20249

- i. The principal amount of the promissory note is \$125,116.19;
- ii. Interest will accrue at the rate of 5.5% per annum;
- iii. Borrower and Guarantor will pay this loan in one (1) payment of all outstanding principal plus all accrued unpaid interest and other charges on June 1, 2014. In addition, Borrower and Guarantor will pay regular monthly payments of principal and all accrued unpaid interest due as of each payment date beginning June 1, 2009, in the amount of \$710.40, with all subsequent principal and interest payments to be due on the same day of each month thereafter. In addition, Borrower and Guarantor shall escrow with Lender funds in the amount of \$2,622.00 for real estate taxes in monthly installments of \$218.42, in addition to the payment of principal and interest set forth above. Accordingly, the total monthly payments due by Borrower and Guarantor under Loan No. 20178 equals \$928.82, up to the final balloon payment due June 1, 2014. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Interest on this Loan is computed on a 365/360 simple interest basis; that is, by applying the ratio of the annual interest rate over a year of 360 days,

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multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower and Guarantor will pay Lender at Lender's address shown above, or at such other place as Lender may designate in writing.

C. Loan No. 12807

- i. Borrower and Guarantor acknowledge that in consideration of Borrower and Guarantor making the full and timely payment due under this Agreement as set forth above, Lender has agreed to waive the monthly payments due under Loan No. 12807;
- ii. The parties acknowledge and agreed that in the event Borrower and Guarantor pay all amounts due and owing under this Agreement in full and on time, the Bank will discharge Borrower and Guarantor from all amounts due and owing under Loan No. 12807, and release any and all rights, title and interest it has or may have in and to the collateral securing Loan No. 12807.

3. Deed in Lieu of Foreclosure.

a. The Borrower and Guarantor shall make, duly execute, acknowledge and deliver to the Bank in form and substance satisfactory to the Bank, all of the following commensurate with the execution and delivery of this Agreement by the parties:

- i. Recordable deeds in lieu of foreclosure to the Borrower's Collateral and Guarantor's Collateral, each dated May 15, 2009;
- ii. An affidavit of title with respect to each property, and
- iii. All such further conveyances, assignments, instruments of further assurance, and all other instruments and documents as may be reasonably necessary, in order to complete any and all conveyances contemplated herein (collectively, the documents described in subparagraphs (i) through (iii) are the "Closing Documents").

b. The Borrower and Guarantor shall furnish the Bank with title insurance coverage in the minimum amount of all sums disclosed in recital (G) at a title insurance carrier acceptable to the Bank. The Borrower and Guarantor will bear the cost of a title insurance commitment and policy. If the Bank advances funds to procure title insurance for the Borrower and Guarantor pursuant to this paragraph, the Bank will add the title insurance cost to the principal amount of the loan.

c. The Bank shall have the right at its option, in its sole and absolute discretion, to record the Deeds in Lieu of Foreclosure, whereby the Borrower and Guarantor shall be deemed, without further act, notice or deed to have conveyed the Borrower's Collateral and the Guarantor's Collateral to the Bank in accordance with the terms of this Agreement. The parties expressly agree and acknowledge that the tendering of the Closing Documents in accordance with this Agreement does not effectuate a transfer or conveyance of the Borrower's Collateral and Guarantor's Collateral to the Bank by the Borrower and Guarantor, and only the recording of the Deeds In Lieu of Foreclosure by the Bank will effectuate a conveyance or transfer of the Borrower's Collateral and Guarantor's Collateral.

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- d. For the purposes hereof, the conveyance (recording of the Deeds in Lieu of Foreclosure) of the Borrower's Collateral and Guarantor's Collateral to the Bank pursuant to the terms of this Agreement (the "Transfer") shall:
- i. Convey any and all rights, title and interests which Borrower and Guarantor have in and to the Borrower's Collateral and Guarantor's Collateral; and
 - ii. Be absolutely free and clear of any right of redemption, rights under homestead exemption laws, or other rights or interest of any of the Borrower or Guarantor, or anyone claiming through or under Borrower or Guarantor;
- e. Borrower and Guarantor, and each of them, hereby acknowledge and agree that the delivery of the Closing Documents to the Bank upon the execution hereof and the actions contemplated by this Agreement to effectuate a Transfer of the Borrower's Collateral and Guarantor's Collateral, if exercised by the Bank:
- i. Are given voluntarily and are, and shall be intended to, effect the present and absolute conveyance and unconditional transfer of all such rights, titles and interest the Borrower and the Guarantor have in and to the Borrower's Collateral and Guarantor's Collateral and all licenses, rights and privileges associated therewith; and
 - ii. Are not given as security or intended as a mortgage, trust conveyance, deed of trust, or security instrument of any kind;
 - iii. Are in exchange for the consideration as recited herein; and
 - iv. Shall result in the Guarantor and Borrower having no further interest or claims of any kind in or to any portion of the Borrower's Collateral and Guarantor's Collateral.
- f. Except as expressly set forth in this Agreement, nothing contained in this Agreement shall preclude the Bank from pursuing judicial foreclosure or any other rights and remedies under Loan Nos. 20178, 20249, and 12807 or this Agreement instead of, or in addition to, effectuating a Transfer to the Bank pursuant to the Closing Documents;
- g. The parties hereto acknowledge and agree that, except as expressly set forth herein, the execution and delivery of this Agreement and the Closing Documents shall not cancel, release, or alter any of the Borrower's or the Guarantors' respective duties, obligations and liabilities owing to the Bank under Loan Nos. 20178, 20249, and 12807, and all of the loan obligations shall remain in full force and effect (subject to the express terms of this Agreement) after the transactions contemplated by this Agreement, including without limitation a Transfer;
- h. The parties hereto acknowledge and agree that the interest of the Bank in the Borrower's Collateral and Guarantor's Collateral in the event of a Transfer, shall not merge with the interest of the Bank in the Borrower's Collateral and Guarantor's Collateral under the Loan Nos. 20178, 20249 and 12807, and it is the express intention of each of the parties hereto that such interest of the Bank in the Borrower's Collateral and Guarantor's Collateral shall not merge, but shall remain at all times separate and distinct, notwithstanding any union of said interest in the Bank at any time by purchase, termination, Transfer, or otherwise, and that the liens and security of the Bank in the Borrower's Collateral and Guarantor's

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Collateral created by the Loan Nos. 20178, 20249 and 12807 shall remain at all times valid and continuous lien against the Borrower's Collateral and Guarantor's Collateral;

i. If, in any insolvency, bankruptcy, reorganization proceeding or other proceeding similar to the foregoing which may be instituted in any state or federal court or any tribunal, by or against any Borrower or Guarantor, any of the Closing Documents, or any other documents or instruments to be executed and delivered by Borrower pursuant to the terms of this Agreement, are challenged and sought to be canceled, nullified or set aside, and if any such documents or instruments are canceled, nullified or set aside by a final nonappealable decision of a state or federal court, then at the Bank's option, which shall be in the Bank's sole and absolute discretion, all Closing Documents and all other documents and instruments executed and delivered pursuant to the terms of this Agreement shall be void and of no further force and effect and in such event, the Bank shall have any and all rights and remedies available to it under the Loan Nos. 20178, 20249 and 12807 and/or this Agreement;

j. Without in any way limiting the terms and provisions hereof, Borrower and Guarantor, and each of them, hereby acknowledge and agree that, whether the Bank decides to effectuate the Transfer, the Bank, in its sole and absolute discretion, shall be entitled to pursue the Bank's remedies under the Loan Nos. 20178, 20249 and 12807 and this Agreement, including prosecuting foreclosure action(s) under applicable state law to foreclose upon the Borrower's Collateral and Guarantor's Collateral or any Additional Collateral granted hereunder, and to pursue a judgment against the Guarantor.

k. The parties hereto acknowledge and agree that in the event Borrower and/or Guarantor can, prior to a Transfer, pay all amounts then due and owing under the Loan Nos. 20178, 20249 and 12807, and/or this Agreement, that the Bank will destroy the Closing Documents upon receipt of all amounts due and owing and release any and all rights, title and interests it has or may have in and to the Borrower's Collateral and Guarantor's Collateral and the Additional Collateral.

l. In the event a Transfer occurs, the Borrower, Guarantor and Bank agree the Borrower's Collateral and Guarantor's Collateral will be sold at a price acceptable to the Bank, in its sole discretion, and the net proceeds from said sale applied to the amounts owed by Borrower to Bank; and the Borrower and Guarantor further agree and acknowledge they shall remain personally liable for any remaining balance owed under the Loan Nos. 20178, 20249 and 12807 and/or this Agreement after any sale of the Borrower's Collateral and Guarantor's Collateral by the Bank.

4. Borrower's and Guarantor' Obligations, Representations and Warranties.

To induce the Bank to consent to this Agreement, Borrower and Guarantor, and each of them, with the intent and understanding that the Bank is expressly relying thereon as material inducement to enter into this Agreement, hereby acknowledge and agree to fully perform all of the following obligations, covenants and deliveries:

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- a. Effective upon the execution of this Agreement by the Borrower and Guarantor, Borrower and Guarantor shall be deemed as having ratified and reaffirmed all of their respective obligations, covenants and warranties to the Bank under the Loan Nos. 20178, 20249 and 12807;
- b. Borrower and Guarantor shall fully execute and deliver to the Bank any and all such documents, and hereafter comply with all duties and obligations necessary to effectuate the Transfer contemplated by this Agreement.
- c. Borrower and Guarantor, and each of them, shall, commensurate with the execution of this Agreement, sign and execute all documents necessary to convey liens to the Bank against the Additional Collateral.
- d. To the best of the knowledge and information of Borrower and Guarantor, the Bank has a first priority and superior security interest and mortgage lien, which is fully perfected against all of the Borrower's Collateral and Guarantor's Collateral pursuant to the Loan Nos. 20178, 20249 and 12807, and Borrower has taken no action that would cause the representations in this provision to be untrue;
- e. The Borrower and Guarantor agree to be unconditionally liable for all of the indebtedness on Loan Nos 20178, 20249 and 12807, and do hereby ratify all of such indebtedness; and
- f. Except as set forth herein, Borrower and Guarantor fully and unequivocally consent and agree that there is no obligation of the Bank to extend or renew the Loan Nos. 20178, 20249 and 12807, or to provide any financial accommodations or forbearance of any kind or nature whatsoever, and there is no obligation of the Bank to approve a request to extend the Maturity Date.

5. Borrower's and Guarantor's Negative Pledge.

Borrower and Guarantor, and each of them, as the case may be, agree that:

- a. None shall cause, permit, create, incur, or suffer to exist any lien or encumbrance upon Borrower's Collateral or Guarantor's Collateral, except for the following permitted items, whether pre-existing or hereafter arising:
 - i. Liens imposed by mandatory provisions of law such as for materialmen, mechanics, warehousemen and other like liens arising in the ordinary course of business, if the same are being contested in good faith and as to which adequate cash reserves have been set aside to the satisfaction of the Bank;
 - ii. Liens for taxes, assessments and governmental charges or levies imposed upon income or profits or property, if the same are being contested in good faith and as to which adequate cash reserves have been set aside;
 - iii. Liens arising from good faith deposits in connection with tenders, leases, real estate bids or contracts (other than contracts involving the borrowing of money; and

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- iv. Encumbrances consisting of zoning restrictions, easements, or other restrictions on the use of real property, provided that such items do not impair the use of any of the properties for the purposes intended, and none of which is violated by existing or proposed structures or land use;
- b. None shall cause or permit title to the Borrower's Collateral and Guarantor's Collateral to be sold, transferred, conveyed, exchanged, or otherwise disposed of without the Bank's prior written consent, in the Bank's sole discretion, unless all amounts due are satisfied in full at the closing thereof;
- c. Without the prior right and consent of the Bank, none shall cause or permit anyone to list for sale the Borrower's Collateral or Guarantor's Collateral, and the Borrower and/or the Guarantor shall provide the Bank with bi-weekly written or oral reports, at the Bank's discretion, of the status of the sales and marketing efforts and shall, upon receipt of any offers to purchase the Property, immediately fax or email to the Bank copies of such offers; and
- d. In any bankruptcy proceeding, filed by or against the Borrower or Guarantor, the Borrower and Guarantor waives any rights to object to a motion to modify the automatic stay filed by the Bank related to the Borrower's Collateral and Guarantor's Collateral, and shall, in all respects, assist the Bank in obtaining an order modifying the automatic stay and permitting the judicial foreclosure sale or other conveyance of the Borrower's Collateral and Guarantor's Collateral.
- e. The Borrower and Guarantor shall furnish the Bank with a sworn statement reflecting there are no outstanding contracts or unpaid sums due contractors, surveyors, engineers, property managers, architects or any others who may have inchoate or existing mechanic's lien rights against the Borrower's Collateral and Guarantor's Collateral.

6. Release of Bank.

Borrower and Guarantor, for themselves, their respective heirs, legal representatives, beneficiaries, officers, directors, shareholders, employees, affiliates, predecessors, subsidiaries, members, managers, trustees, attorneys, agents, representatives, successors and assigns, and each of them as the case may be (collectively, "Releasers") do hereby unconditionally, unequivocally, and irrevocably revise, release and forever discharge the Bank, each of its current and former officers, directors, shareholders, employees, attorneys, agents, representatives, affiliates, parents, predecessors, subsidiaries, divisions, successors and assigns (collectively, "Releasees"), from and against all manner of actions, causes of action, suits, debts, accounts, promises, warranties, damages, inconsequential damages, demands, agreements, bonds, bills, specialties, covenants, controversies, appearances, trespasses, judgments, executions, costs, expenses, or claims whatsoever, in law or in equity, whether presently known to Releasers or whether not known (collectively, the "Released Claims"), including, but not limited to, all Released Claims arising out of, under, or relating to the Loan Nos. 20178, 20249 and 12807 which Borrower and Guarantor, or any of them, now have or ever had, or can, shall or may have against Releasees, upon or by reason of any manner or cause whatsoever on or at any time prior to the date of the Agreement.

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7. Interpretation.

This Agreement shall be deemed to have been executed and delivered within the State of Illinois and shall in all respects be interpreted, enforced, and governed by the laws of the State of Illinois.

8. Complete Agreement.

This Agreement constitutes the complete understanding among the parties. No other promises or agreements, either expressed or implied, shall be binding unless signed in writing by all parties to this Agreement.

9. Amendments.

This Agreement shall inure to the benefit of and may be enforced by or against the parties to the Agreement. This agreement may not be amended, in whole or in part, except in writing signed by the parties hereto.

10. Survival of Representations and Warranties.

The representations, warranties and covenants contained herein or ratified and affirmed herein shall survive the execution and delivery hereof and shall remain in full force and effect until a claim based thereon is barred by applicable statutes of limitations.

11. Future Deliveries.

Borrowers agree to take such further action and to execute such additional documents as the Bank may now or hereafter reasonably require to effectuate the terms and conditions of this Agreement or a Transfer.

12. Time.

Time is of the essence of this Agreement.

13. Captions.

The captions incorporated herein are for convenience only, and do not in any way limit, amplify, or affect the terms or conditions hereof.

14. Severability.

If any provision of this Agreement shall be judicially determined to be unenforceable or invalid, the remainder of this Agreement shall be unaffected to the greatest extent possible.

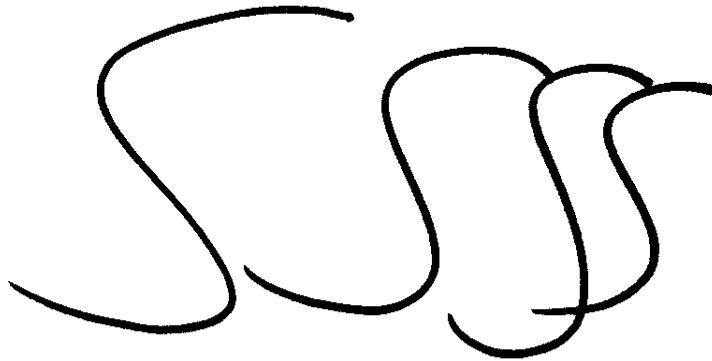
15. Authority.

The person or persons executing this Agreement for and on behalf of the respective parties, represent and warrant they have full right, power and authority to execute this Agreement and perform under its terms.

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(Signatures on Following Page)

Property of Cook County Clerk's Office

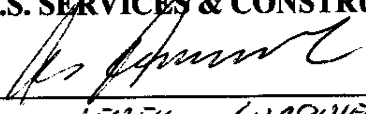
A handwritten signature in black ink, consisting of several overlapping loops and a horizontal line across the middle.A handwritten signature in black ink, consisting of three distinct, rounded, looped shapes.

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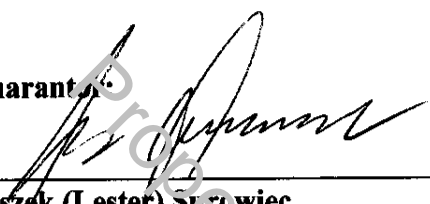
BORROWER:

L.S. SERVICES & CONSTRUCTION, INC.

Dated: 5-15-2009


By: LESZEK SUROWIEC
Its: PRESIDENT


Guarantor:


Leszek (Lester) Surowiec

Dated: 5-15-2009

LENDER:

AUSTIN BANK OF CHICAGO


By: Robert L. Dill
Its: Vice President - Commercial Loans

Dated: 5/15/09

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STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for the State of Illinois, do hereby certify that **Leszek (Lester) Surowiec**, as Guarantor, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the foregoing instrument on the 15th day of MAY, 2009, as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of May, 2009.

Stefania Raimondi

 Notary Public



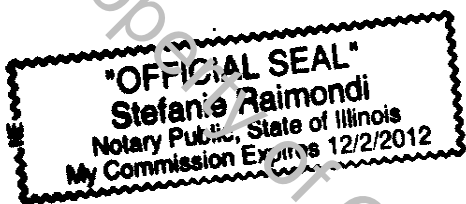
Cook County Clerk's Office

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STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the State of Illinois, do hereby certify that Robert L. Bil, as Vice President of **Austin Bank of Chicago**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the foregoing instrument on the 15th day of May, 2009, as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of May, 2009.



Stefania Raimondi
Notary Public

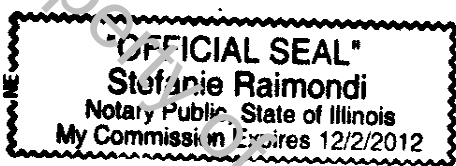
COOK County Clerk's Office

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STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for the State of Illinois, do hereby certify that I
Leszek - Lester Surowiec as *President* for **L.S. SERVICES & CONSTRUCTION, INC.**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the foregoing instrument on the 15th day of May, 2009, as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of May, 2009.



Stefanie Raimondi
 Notary Public

Proprietary
 Cook County Clerk's Office

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EXHIBIT A

Legal Description:

UNIT NUMBER 1608-3 IN THE NOUVEAU CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 34, 35 AND 36 (EXCEPT THE WEST 56 FEET OF SAID LOTS) IN BLOCK 1 IN STONY ISLAND PARK A SUBDIVISION THAT PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 33 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0513919120; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

P.I.N. No. 20-36-111-061-1006

Commonly known as: 1608 East 82nd Street, Unit #3, Chicago, IL 60617

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EXHIBIT B

Legal Description:

UNIT 1608-2 IN THE NOUVEAU CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0513918120 - AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN SECTION 36, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. No. 20-30-411-061-1005

Commonly known as: 1608 East 82nd Street, Unit #2, Chicago, IL 60617

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EXHIBIT C

Legal Description:

UNIT 8-C IN WALNUT GLEN CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 1 IN WALNUT GLEN SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 43 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 17, 2003 AS DOCUMENT NUMBER 2003R0094417, IN MC HENRY COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED JULY 17, 2003 AS DOCUMENT NUMBER 2003R0094418, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS AMENDED FROM TIME TO TIME.

P.I.N. No. 18-12-176-007-0000

Commonly known as: 1232 Walnut Glen Drive, Crystal Lake, IL 60014