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CERTIFIED COPY (Rev. 6/85)

United States District Court

Northern District of Illinois

Eastern Division

I, H. Stuart Cunningham, Clerk of the United States District Court for the Northern District of Illinois, do hereby attest and certify that the annexed document is ~~documents are~~ a full, true, and correct copy of the original(s) on file in my office and in my legal custody.

DEPT-01 RECORDING #32.00
T43333 TRAN 6164 02/27/91 18142:00
#2763 # C *-91-084557
COOK COUNTY RECORDER

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the aforesaid Court at Chicago, Illinois on 2-21-91.

H. STUART CUNNINGHAM

CLERK

By:

Laura Spitzer

Deputy Clerk

51084557

Box 910 MW

91084557

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

Name of Assigned Judge or Magistrate	Nicholas Bua	Sitting Judge/Mag. If Other Than Assigned Judge/Mag.	
Case Number	90 C 6547	Date	2/21/91
Case Title	Capitol Bankers Life Insurance Company v. LaSalle National Bank Trust 100840, et al.		

MOTION: [In the following box (a) indicate the party filing the motion, e.g., plaintiff, defendant, 3d-party plaintiff, and (b) state briefly the nature of the motion being presented]

(a) Capitol Bankers Life Insurance Company

(b) Receiver's Motion for Approval of a Settlement Agreement; Motion for Default and Entry of Judgment of Foreclosure and Sale, Motion to Add An Additional Party Defendant and Motion for the Appointment of Special Commissioner

DOCKET ENTRY: (The balance of this form is reserved for notations by court staff.)

(1) Judgment is entered as follows: (2) [Other docket entry:]

Court approves settlement between receiver and Commonwealth Medical Assoc Enter order of default against all present defendants, judgment of foreclosure and sale, and appointment of Mayer Freed as special commissioner. Plaintiff is given leave to add Duncan Carpet Company as an additional party defendant.

(3) Filed motion of (use listing in "MOTION" box above).

(4) Brief in support of motion due _____

(5) Answer brief to motion due _____ Reply to answer brief due _____

(6) Hearing on _____

(6) Ruling on _____ set for _____ at _____

(7) Status hearing held continued to set for reset for 28 Mar 91 at 9:30 AM

(8) Pretrial conference held continued to set for reset for _____ at _____

(9) Trial set for reset for _____

(10) Bench trial Jury trial Hearing held and continued to _____ at _____

(11) This case is dismissed without with prejudice and without costs by agreement pursuant to FRCP 4(j) (failure to serve) General Rule 21 (want of prosecution) FRCP 41(a) (1) FRCP 41(a)(2)

(12) (For further detail see order on the reverse of order attached to the original minute order form)

<input type="checkbox"/> No notices required. <input type="checkbox"/> Notices mailed by judge's staff. <input checked="" type="checkbox"/> Notified counsel by telephone. <input type="checkbox"/> Docketing to mail notices. <input type="checkbox"/> Mail AO 450 form. <input type="checkbox"/> Copy to judge/magistrate.	courtroom deputy's initials <i>fla</i>	RECEIVED FOR DOCKETING 91 FEB 21 PM 2:08	Date/Time received in central Clerk's Office	number of notices	Document #
				date docketed	
				mailing dpty. initials	

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MW 192120/8263E

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

CAPITOL BANKERS LIFE INSURANCE)
COMPANY, a Minnesota corporation,)

Plaintiff,)

v.)

No. 90 C 6547

LACALLE NATIONAL BANK, not)
personally, but solely as)
Trustee under Trust Agreement)
dated April 2, 1979 and)
known as Trust No. 100840,)
LINCOLNWOOD EXECUTIVE CENTER,)
an Illinois general partnership,)
CHICAGO AREA BUILDING SPECIALTIES)
DIVISION OF L&W SUPPLY CORP.,)
FRANKLIN GLASS, INC.; LEONORE)
STEIN, AS INDEPENDENT ADMINIS-)
TRATOR OF THE ESTATE OF)
SEYMOUR B. STEIN and LESTER)
STEIN,)

Judge Nicholas Bua

Defendants.)

ORDER

This matter coming on to be heard on the motion of Baird & Warner, Inc. ("B&W"), as receiver, for approval of a settlement agreement, all parties having notice and the court being advised:

IT IS HEREBY ORDERED that B&W is authorized to:

1. Enter into a settlement agreement with Commonwealth Medical Associates with regard to its lease dated July 1, 1984 for the property commonly known as 6834 North Lincoln Avenue, Lincolnwood,

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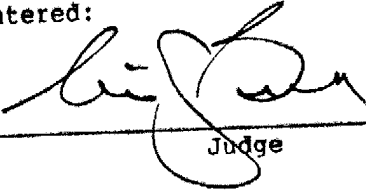
MW 192120/A263E

Illinois;

2. Execute a release, releasing Commonwealth from any and all liability arising under or related to the lease; and
3. Accept receipt of \$18,000.00 as the settlement proceeds and to hold such proceeds until further order of court.

Dated: FEB 21 1991

Entered:



Judge

Michael Weininger
Lawrence M. Karlin
Katz, Randall & Weinberg
200 North LaSalle Street - Suite 2300
Chicago, IL 60602
Telephone: (312) 807-3800

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Property of Cook County Clerk's Office

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

CAPITOL BANKERS LIFE INSURANCE)
COMPANY, a Minnesota corporation,)

Plaintiff,)

v.)

No. 90 C 6547

Judge Nicholas Bua

LASALLE NATIONAL BANK, not)
personally, but solely as)
Trustee under Trust Agreement)
dated April 2, 1979 and)
known as Trust No. 100840,)
LINCOLNWOOD EXECUTIVE CENTER,)
an Illinois general partnership,)
CHICAGO AREA BUILDING SPECIALTIES)
DIVISION OF LSW SUPPLY CORP.,)
FRANKLIN GLASS, INC., LEONORE)
STEIN, AS INDEPENDENT ADMINIS-)
TRATOR OF THE ESTATE OF)
SEYMOUR B. STEIN and LESTER)
STEIN,)

Defendants.)

DEFAULT ORDER

This cause coming on to be heard upon the motion of Capitol Bankers Life Insurance Company for an order of default against certain defendants, due notice provided, and the court fully advised of the premises

IT IS ORDERED that:

LaSalle National Bank, not personally, but solely as trustee under Trust Agreement dated April 2, 1979 and known as Trust No. 100840, Lincolnwood Executive Center, Chicago Area Building

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MW 196020/8234E

Specialties, Division of L&W Supply Corporation, Franklin Glass, Inc., Leonore Stein as independent administrator of the Estate of Seymour B. Stein and Lester Stein are in default for their failure to appear or respond to the Complaint of Capitol Bankers Life Insurance Company.

Dated: _____

Entered: _____



Judge

Michael Weininger
Katz, Randall & Weinberg
200 North LaSalle Street - Suite 2300
Chicago, IL 60601
Telephone: (312) 807-3800

91085557

Property of Cook County Clerk's Office

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MW 198120/7767R

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

CAPITOL BANKERS LIFE INSURANCE)
COMPANY, a Minnesota corporation,)

Plaintiff,)

v.)

No. 90 C 6547

LASALLE NATIONAL BANK, not)
personally, but solely as)
Trustee under Trust Agreement)
dated April 2, 1979 and)
known as Trust No. 100840,)
LINCOLNWOOD EXECUTIVE CENTER,)
an Illinois general partnership,)
CHICAGO AREA BUILDING SPECIALTIES)
DIVISION OF L&W SUPPLY CORP.,)
FRANKLIN GLASS, INC., LEONORE)
STEIN, AS INDEPENDENT ADMINIS-)
TRATOR OF THE ESTATE OF)
SEYMOUR B. STEIN, LESTER STEIN,)
and DUNCAN CARPET COMPANY,)

Judge Nicholas Bua

Defendants.)

JUDGMENT OF FORECLOSURE AND SALE

This cause coming to be heard on the motion for judgment of foreclosure and sale filed by plaintiff, Capitol Bankers Life Insurance Company, pursuant to Ill.Rev.Stat., Ch. 115, §§ 2-1301(d) and 15-1506(a) and (h), and the Court finding that due and proper notice has been given; that plaintiff has commenced this action by filing its Complaint for Foreclosure and Other Relief against defendants, LASALLE NATIONAL BANK, not personally, but solely as

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MW 198120/7767E

Trustee under Trust Agreement dated April 2, 1979 and known as Trust No. 100840, LINCOLNWOOD EXECUTIVE CENTER, an Illinois general partnership, CHICAGO AREA BUILDING SPECIALTIES DIVISION OF L&W SUPPLY CORP., FRANKLIN GLASS, INC., LEONORE STEIN, AS INDEPENDENT ADMINISTRATOR OF THE ESTATE OF SEYMOUR B. STEIN and LESTER STEIN, and further finding that:

I. JURISDICTION

A. It has jurisdiction of the parties to and subject matter of this action.

B. The following defendants have each been properly served with a summons and a copy of the complaint or have otherwise filed an appearance on the dates shown:

	<u>Service or Appearance</u>
LaSalle National Bank, not personally, but solely as Trustee under Trust Agreement dated April 2, 1979 and known as Trust No. 100840	Appearance, 12/7/90
Lincolnwood Executive Center, an Illinois general partnership	Appearance, 11/20/90
Chicago Area Building Specialties Division of L&W Supply Corp.	Service, 12/18/90
Franklin Glass, Inc.	Service, 12/19/90
Leonore Stein, as Independent Administrator of the Estate of Seymour B. Stein	Appearance, 1/3/91
Lester Stein	Appearance, 12/31/90

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MW 198120/7767E

II. EVIDENTIARY FINDINGS

C. All material allegations of the Complaint are true and proven and are supported by the Complaint.

D. The evidence of the indebtedness ("Note") and the security foreclosed ("Mortgage") has been exhibited in open Court and has been attached to plaintiff's complaint as Exhibits 1 and 2. Exhibits 1 and 2 are admitted into evidence. Leave is given to withdraw the originals of the documents and substitute copies.

III. FEES AND COSTS

E. Plaintiff has been compelled to employ and retain attorneys to prepare and file the complaint and to represent and advise the plaintiff in the foreclosure of the mortgage, and the plaintiff has and will thereby become liable for the usual, reasonable and customary fees of the attorneys.

F. The plaintiff has been compelled to advance and will be compelled to advance, after entry of this judgment, various sums of money in payment of costs, fees, expenses and disbursements incurred in connection with the foreclosure, including, without limiting the generality of the foregoing, filing fees, stenographer's fees, witness fees, costs of publication, costs of procuring and preparing documentary evidence and costs of procuring foreclosure minutes and a title insurance policy.

G. Under the terms of the Mortgage, all such advances, costs,

attorneys' fees and other fees, expenses and disbursements are made a lien upon the mortgaged real estate and the plaintiff is entitled to recover all such advances, costs, attorneys' fees, expenses and disbursements, together with interest on all advances at the rate provided in the mortgage, or, if no rate is provided therein, at the statutory judgment rate, from the date on which such advances are made.

H. In order to protect the lien of the Mortgage, it may or has become necessary for plaintiff to pay taxes and assessments which have been or may be levied upon the mortgaged real estate and to pay fire and other hazard insurance premiums on the real estate or to make such repairs to the real estate as may reasonably be deemed necessary for the proper preservation thereof or to incur other costs and expenses as provided in the Mortgage.

I. Under the terms of the Mortgage, any money so paid or expended has or will become an additional indebtedness secured by the Mortgage and will bear interest from the date such monies are advanced at the rate provided in the Mortgage, or, if no rate is provided, at the statutory judgment rate.

IV. ULTIMATE FINDINGS

J. The equities in this cause are with the plaintiff, who is entitled to a Judgment of Foreclosure and Sale in accordance with the prayer of the Complaint together with interest thereon at the statutory rate after the entry of this judgment and additional court

costs, expenses of sale, and additional costs and expenses that plaintiff may incur as set forth in the Mortgage which shall be included in an amended or additional judgment at the time this court enters an order confirming the sale provided for herein.

K. There is due plaintiff upon the Note secured by the Mortgage and plaintiff has a valid and first lien upon the real estate hereinafter described in the following amounts:

(1) For fees and costs:

a. Normal, reasonable, usual and customary attorneys' fees due Katz, Randall & Weinberg as of 2/8/91: \$4,410.00

b. Costs.

Chicago Title Insurance Company \$310.00
Filing Fee - District Court Clerk \$120.00
Service (Private Process Server) \$410.00
Recording \$14.00
Expediting and mailing \$19.00
Telephone \$71.00

Total costs: \$944.00

Total fees and costs: \$5,354.00

(2) For unpaid principal, interest and advances:

a. Principal balance as of February 1, 1990: \$583,129.26

b. Interest through February 22, 1991: \$52,888.09

Total unpaid principal

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MW 198120/77678

and interest due and owing
owing plaintiff as of
February 22, 1991:

\$636,017.30

TOTAL AMOUNT DUE:

\$641,371.30

L. The court has reviewed the foregoing costs and fees and the sum of attorneys' fees and costs allowed herein as stated in paragraph K above were necessarily incurred and are fair, reasonable, customary and proper charges to be allowed to plaintiff as attorneys' fees and costs in this proceeding in accordance with the terms of the Note and Mortgage given to plaintiff by said defendants, which has been added to and becomes a part of the indebtedness due to plaintiff.

M. Plaintiff is the holder of a valid mortgage and plaintiff's Mortgage is a valid lien upon the real estate which is prior, paramount and superior to all other mortgages, claims of interests and liens upon the real estate of all other parties except for real estate taxes and special assessments, if any.

N. Plaintiff has joined Duncan Carpet Company, Inc. as additional defendant and has elected, pursuant to Ch. 110, § 1506(h) of the Illinois Mortgage Foreclosure Law, to defer proving the priority of plaintiff's mortgage over the liens of this additional defendant until the hearing to confirm the sale.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that a judgment for foreclosure and sale is granted to plaintiff and against all

defendants and it is further ordered as follows:

I. ORDER FOR FORECLOSURE

1. The defendants are ordered to pay to the plaintiff, before expiration of five days from and after the date of this judgment, the total amount due of \$641,371.30 plus interest at the default rate set forth in the Note from February 22, 1991 and interest at the statutory judgment rate from the date of judgment.

2. In default of such payment in accordance with this judgment, the mortgaged real estate, with all improvements, fixtures and appurtenances thereto, or so much of said real estate which may be divisible and sold separately without material injury to the parties in interest, shall be sold at public auction to the highest bidder for cash as hereinafter provided, to satisfy the total amount due to the plaintiff as set forth in this judgment, together with interest thereon at the statutory judgment rate from the date of the judgment and such additional costs and expenses that plaintiff may incur under the Mortgage after the date of this judgment.

3. In the event the plaintiff is a purchaser of the mortgaged real estate at such sale, the plaintiff may offset against the purchase price of such real estate the amounts due under the judgment for foreclosure and order confirming the sale.

4. The property herein referred to and hereby foreclosed and directed to be sold is situated at the address commonly known as 6834-6840 North Lincoln Avenue, Lincolnwood, Illinois, and is more

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MW 198120/7767E

particularly described as follows:

Parcel 1:

Lots 65, 66, 67 and 68 in Lincoln Crawford Pratt Boulevard, a subdivision of the south 1/2 of the east 15 acres and the south 1/2 of the west 25 acres (except the south 30 feet of that part lying west of Lincoln Avenue) of the south east 1/4 of the north east 1/4 of Section 34, Township 41 North, Range 13 East of the Third Principal Meridian, also that part of the east 1/2 of the south east 1/4 lying northeasterly of the northeasterly line of Lincoln Avenue recorded June 1, 1925 as Document Number 8930256, together with the northeasterly 1/2 of the vacated alley (as per Document Number 26063011) lying southwesterly of and adjoining said Lots 65 through 68, all in Cook County, Illinois.

Parcel 2:

Easement for the benefit of Parcel 1 as created by easement agreement dated October 30, 1985 and recorded December 9, 1985 as Document 85316166 for ingress, egress, parking and use, maintenance, repair and replacement of any underground pipes, conduits, wires and utilities together with access over the following described premises. Lots 74 and 75 in Lincoln Crawford Pratt Boulevard Subdivision of the south 1/2, east 15 acres and south 1/2, west 25 acres (except south 30 feet of that part lying west of Lincoln Avenue) of the south east 1/4 of the north east 1/4 of Section 34, Township 41 North, Range 13 East of the Third Principal Meridian, also that part of the east 1/2 of the south east 1/4 lying northeasterly of the northeasterly line of Lincoln Avenue together with all of the north and south vacated alley lying west of aforesaid Lot 70 and all of the vacated alley lying southwesterly of the aforesaid Lot 69; and the south west 1/2 of the vacated alley lying northeasterly of aforesaid Lots 74 and 75, and a portion of aforesaid vacated alley lying north of aforesaid Lot 75 (alley vacated as per Document Number 26063011) in Cook County, Illinois.

P.I.N. 10-34-231-018-0000; 10-34-231-019-0000;
10-34-231-020-0000; and 10-34-231-021-0000.

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5. In the event of such sale, the defendants made parties to the foreclosure in accordance with statutory provisions, and all persons claiming by, through or under them, and each and any and all of them, shall be forever barred and foreclosed of any right, title, interest, claim, lien or right to redeem in and to the mortgaged real estate.

6. A deed shall be issued to the purchaser at such sale according to law and such purchaser shall be let into possession of the mortgaged real estate in accordance with statutory provisions.

II. REDEMPTION

7. This is a foreclosure of a mortgage of commercial real estate and not a foreclosure of a mortgage of residential real estate.

8. Under the Mortgage, defendant, LaSalle National Bank as Trustee under Trust 100840, waived any and all rights of redemption from the foreclosure sale of the subject premises which waiver is fully effective and binding as to all of the parties hereto.

III. ORDER FOR JUDICIAL SALE

9. The real estate shall be sold for cash by the Special Commissioner appointed by this court in Dirksen Federal Building, Chicago, Illinois, in accordance with statutory provisions at time and place to be selected by said Special Commissioner.

10. The notice of sale shall be published at least four

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MW 198120/7767E

consecutive calendar weeks (Sunday through Saturday), once in each week, the first such notice to be published not more than 45 days prior to the sale, the last such notice to be published not less than seven days prior to the sale, by an advertisement in a newspaper circulated to the general public in the county in which the real estate is located, in the section of that newspaper where legal notices are commonly placed and a separate advertisement in the section of such newspaper, which may (except in Cook County, Illinois) be the same newspaper, in which real estate other than real estate being sold as part of legal proceedings is commonly advertised to the general public; provided, that where both advertisements could be published in the same newspaper and that newspaper does not have separate legal notices and real estate advertisement sections, a single advertisement shall be sufficient.

11. The party who gives notice of public sale shall also give notice to all parties in the action who have appeared and have not heretofore been found by the court to be in default for failure to plead. Such notice shall be given in the manner provided in the applicable rules of court for service of papers other than process and complaint, not more than 28 days nor less than 7 days prior to the day of sale. After notice is given as required in this Section, a copy thereof shall be filed in the office of the clerk of this court together with a certificate of counsel or other proof that notice has been served in compliance with this Section.

12. The sale may be adjourned at the discretion of the party

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conducting it. The party who gives notice of public sale shall again give notice of any adjourned sale; provided, however, that if the adjourned sale is to occur less than 30 days after the last scheduled sale, notice of any adjourned sale need be given only once, not less than 5 days prior to the day of the adjourned sale.

13. Upon the sale of the mortgaged real estate, the person conducting the sale shall give a certificate of sale to the purchaser and cause such certificate of sale to be recorded. The certificate shall be freely assignable by endorsement thereon.

IV. TRANSFER OF TITLE

14. Upon or after confirmation of the sale, the person who conducted the sale or the court shall execute a deed to the purchaser sufficient to convey title, which deed shall identify the court and the caption of the case in which judgment was entered authorizing issuance of the deed. Signature and the recital in the deed of the title or authority of the person signing the deed as grantor, of authority pursuant to this judgment and of the giving of the notices required by statute shall be sufficient proof of the facts recited and of such authority to execute the deed, but such deed shall not be construed to contain any covenant on the part of the person executing it.

15. Delivery of the deed executed on the sale of the real estate, even if the purchaser is a party to the foreclosure, shall be sufficient to pass the title thereto. Such conveyance shall be

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an entire bar of all claims of parties to the foreclosure.

V. APPLICATION AND DISTRIBUTION OF PROCEEDS

17. The proceeds resulting from the sale ordered herein shall be applied in the following order:

- (a) the reasonable expenses of sale;
- (b) the reasonable expenses of securing possession before sale, holding, maintaining, and preparing the real estate for sale, including payment of taxes and other governmental charges, premiums on hazard and liability insurance, management fees, and, to the extent provided for in the mortgage or other recorded agreement and not prohibited by law, reasonable attorneys' fees, payments made pursuant to Illinois Revised Statutes, Chapter 110, Section 15-1505 and other legal expenses incurred by the mortgagee;
- (c) satisfaction of claims of the plaintiff, Capitol Bankers Life Insurance Company as adjudicated in this judgment of foreclosure; and
- (d) any surplus shall be held subject to further order of the court pending adjudication of the lien of Duncan Carpet Company and the court retains and reserves jurisdiction to adjudicate the priority of such lien in the order confirming sale.

18. The person conducting the sale shall file a report of sale with the clerk of this court specifying the amount of proceeds of sale realized and the disposition thereof.

19. If the money arising from said sale shall be insufficient to pay the amounts due to plaintiff with interest and the costs and expenses of sale, the person conducting the sale shall specify the amount of such deficiency in the report of sale, and a judgment

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shall be entered therefor, if appropriate.

VI. POSSESSION

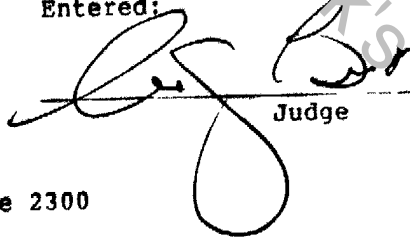
20. Plaintiff is authorized to take possession of said real estate upon and after default by the terms of the mortgage foreclosed; plaintiff has prevailed on a final hearing of this cause; plaintiff has requested to be placed in possession of said real estate, and defendant-mortgagor has not objected and shown good cause for having possession of said premises hereafter. After the entry of this judgment, plaintiff shall have exclusive possession of said real estate and after the sale ordered herein, the purchaser shall have plaintiff's right to be placed in possession of said real estate.

VII. FINAL ORDER

21. The court hereby retains jurisdiction of the subject matter of this cause and of all the parties hereto for the purpose of enforcing this Judgment, and expressly finds that there is no just reason for delaying the enforcement of this Decree or an appeal therefrom.

Date: _____

Entered:



Judge

Michael Weininger
Katz, Randall & Weinberg
200 North LaSalle Street - Suite 2300
Chicago, IL 60601
Telephone: (312) 807-3800

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

CAPITOL BANKERS LIFE INSURANCE
COMPANY, a Minnesota corporation,)

Plaintiff,)

v.)

LASALLE NATIONAL BANK, not
personally, but solely as
Trustee under Trust Agreement
dated April 2, 1979 and
known as Trust No. 100840,
LINCOLNWOOD EXECUTIVE CENTER,
an Illinois general partnership,
CHICAGO AREA BUILDING SPECIALTIES
DIVISION OF L&W SUPPLY CORP.,
FRANKLIN GLASS, INC., LEONORE
STEIN, AS INDEPENDENT ADMINIS-
TRATOR OF THE ESTATE OF
SEYMOUR B. STEIN and LESTER
STEIN,)

Defendants.)

No. 90 C 6547

Judge Nicholas Bua

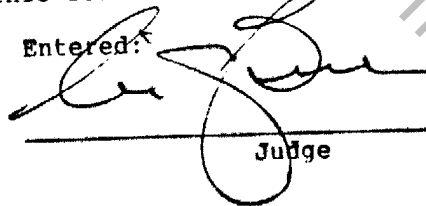
ORDER

This matter coming on to be heard on the motion of Capitol Bankers Life Insurance Company for the appointment a special commissioner to conduct a judicial sale of the property, all parties having notice and the court being advised:

IT IS HEREBY ORDERED that Mayer Freed is appointed as special commissioner to conduct a judicial sale described in the Judgment of Foreclosure and Sale entered by this court on February 21, 1991.

Dated: _____

Entered: _____



Judge

Michael Weininger
Lawrence M. Karlin
Katz, Randall & Weinberg
200 North LaSalle Street - Suite 2300
Chicago, IL 60602
Telephone: (312) 807-3800

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

CAPITOL BANKERS LIFE INSURANCE)
COMPANY, a Minnesota corporation,)

Plaintiff,)

v.)

No. 90 C 6547

LASALLE NATIONAL BANK, not)
personally, but solely as)
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LINCOLNWOOD EXECUTIVE CENTER,)
an Illinois general partnership,)
CHICAGO AREA BUILDING SPECIALTIES)
DIVISION OF L&W SUPPLY CORP.,)
FRANKLIN GLASS, INC., LEONORE)
STEIN, AS INDEPENDENT ADMINIS-)
TRATOR OF THE ESTATE OF)
SEYMOUR B. STEIN, LESLER STEIN)
and DUNCAN CARPET COMPANY,)

Judge Nicholas Bua

Defendants.)

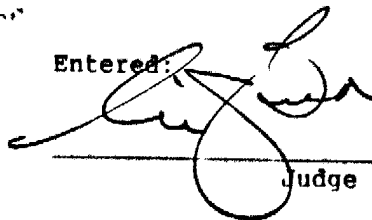
ORDER

This matter coming on to be heard on the plaintiff's motion for leave to amend the complaint by adding Duncan Carpet Company as an additional party defendant;

IT IS HEREBY ORDERED that the complaint shall be amended adding Duncan Carpet Company as an additional party defendant in accordance with the amendment filed with plaintiff's motion and that a summons issue instanter against Duncan Carpet Company.

Dated: _____

Entered: _____



Judge

Michael Weininger
Lawrence M. Karlin
Katz, Randall & Weinberg
200 North LaSalle Street - Suite 2300
Chicago, IL 60602
Telephone: (312) 807-3800

91084557