

OFFICIAL
LANDMARK
HOMES

DATE: October 19, 1990

not for

SELLER: LANDMARK HOMES, INC. beneficiary under a Trust Agreement with LA SALLE NATIONAL BANK ("Trustee") 113218

The Residence and the Lot are herein collectively called the "Property."

(a) Purchaser agrees to purchase the Property and to pay to Seller, at its office or at such other place as it may designate, as follows:

12-8-89

91085067

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5/11/2012

5/11/2012

Property of Cook County Clerk's Office

5/11/2012

5/11/2012

(b) In the event that Purchaser shall, at the option of Seller, install a Landmark Homes Color Selection Chart or Landmark Homes Change Request form (collectively referred to as "Extras"). Purchaser shall pay for the Extras described herein. In such event, the plans and specifications for the Residence shall be modified by the Extras. Any modifications requested are to be solely and exclusively for the benefit and convenience of the Purchaser, and to induce Seller to make same, Purchaser shall pay the total price of the Extras as Seller may indicate on the Color Selection Chart or Change Request form. Payment for said Extras shall be made by Purchaser within ten (10) days from the date thereof.

(c) In the event Closing shall not occur pursuant to and in accordance with the provisions of Paragraph 3 below, then all sums paid to Seller shall thereupon be refunded to Purchaser, excepting all Earnest Monies herein deposited prior to the start of construction of the Residence and an amount deemed by Seller sufficient to compensate it for the price of all Extras which may be supplied to the building site, installed by Seller, or for which Seller shall become obligated to pay prior to termination of this Agreement. In such event this Purchase Agreement shall become null and void and of no further force or effect. In the event that Closing shall not occur for any other reason not attributable to fault of Seller, then Seller shall have the right, at its option, to retain all sums paid by Purchaser as part of the basic purchase price and for Extras, and to terminate this Agreement in accordance with the provisions of Paragraph 14 below.

3. FINANCING:

(a) Purchaser shall obtain within thirty (30) days from October 20, 1990 a commitment for a loan to be secured by a mortgage upon the Property in an amount of \$ 500,000 or such lesser amount as Purchaser accepts with lender's commissions (commonly known as "Points") not to exceed four (4 %) Percent of the loan amount ("Commitment"). Purchaser shall deliver to Seller a copy of the Commitment within the time period provided hereinabove.

(b) In the event that Purchaser shall fail to obtain a Commitment for a loan secured by a mortgage upon the foregoing terms and conditions, Purchaser shall so inform Seller in writing within the time period provided in Paragraph 3(a) hereinabove. Notwithstanding the foregoing, in the event Purchaser fails to obtain a Commitment or in the event a Commitment has issued but has expired or been cancelled, then Seller may either aid Purchaser in attempting to obtain a Commitment, or terminate this Agreement by written notice to Purchaser. If Seller shall aid Purchaser in procuring a Commitment upon the terms specified in Paragraph 3(a) hereinabove, then Purchaser shall accept the Commitment.

(c) Purchaser agrees to exercise due diligence in attempting to obtain a Commitment and to make applications therefor on forms provided by any lending institution or by institutions suggested by Seller, and otherwise to perform all acts customarily required by such institutions incident to issuance of a Commitment and opening a mortgage loan. Purchaser shall incur no indebtedness subsequent to the date hereof which might jeopardize his credit standing. Purchaser shall pay all lender's closing costs including but not limited to lender's Points; service, legal and appraisal charges; title insurance expense; mortgage insurance expense; and recordation and notarization costs.

(d) A Commitment shall be deemed to be obtained upon issuance by a lending institution of any written undertaking to make a loan to Purchaser secured by a mortgage upon the Property in the amount set forth in Paragraph 3(a) hereinabove. No additional requirements or contingencies contained therein shall render any Commitment null and void, and in no event shall the inclusion of said requirements or contingencies constitute a ground for termination of this Agreement because of failure to obtain a Commitment.

4. PERSONAL PROPERTY: Seller shall deliver to Purchaser at Closing a Bill of Sale for all personal property. Seller shall deliver to Purchaser at Closing all manufacturers' warranties, if any, covering consumer products to be conveyed to Purchaser hereunder; provided, however, that Seller shall not thereby be deemed to warrant any such consumer products in any way, either express or implied, or to adopt any such manufacturer's warranty thereof.

5. CLOSING AND CONVEYANCE OF TITLE: The sale and purchase contemplated herein shall be closed on a date specified by Seller upon the date that the Residence is substantially completed and ready for occupancy as herein provided ("Closing"). Seller's failure to complete the landscaping, walks, driveways, streets, and any other outside work in connection with the Residence prior to Closing shall, under no circumstances, delay the Closing nor excuse Purchaser from meeting all obligations required of him hereunder, except that Seller's obligations to complete such landscaping, walks, driveway, streets, and any other outside work shall continue after Closing. There shall be no "hold backs" or other credits against, or reduction of, the Purchase Price for the Property as a result of any such incomplete items. Any funds deposited by Seller with said Title Company shall be the sole property of Seller, and Purchaser shall have no rights thereunder, or claims thereon. Purchaser shall complete all closing papers and mortgage papers in preparation for the Closing and when requested to do so by the Seller or the mortgage lender. Purchaser shall be entitled to occupancy and possession of the Property from and after the Closing and the payment in full by Purchaser to Seller of the balance of the Purchase Price. Upon payment by Purchaser of the balance of the Purchase Price and all extras pursuant to the terms of this Agreement, the Seller shall convey to the Purchaser good and merchantable title to the Property by stamped Trustee's Deed. If Purchaser are husband and wife, their interest hereunder shall be as joint tenants and not as tenants in common and title shall be conveyed accordingly unless Purchaser shall direct Seller to the contrary not less than sixty (60) days prior to Closing. Title shall be subject only to (a) general real estate taxes for the current year not then due and for subsequent years, including taxes which may accrue by reason of new or additional improvements during the year of closing; (b) easements, building, building line and use and occupancy restrictions, and Plats of Subdivision of record; (c) covenants, conditions and restrictions contained in the recorded Willowmere Covenants, Conditions, and Restrictions; (d) roads and highways, if any; (e) applicable zoning and building laws and ordinances; (f) the Purchaser's mortgage, if any; and (g) acts done or suffered by or judgments against Purchaser, or anyone claiming under Purchaser.

6. CLOSING ESCROW:

(a) Closing shall take place through an escrow ("Closing Escrow") with any title company currently doing business in the Chicago, Illinois, area ("Title Company") as escrowee (the choice to be made by Seller). The terms of the Closing Escrow shall be in accordance with the general provisions of usual forms of deed and money escrow agreements then furnished and in use by the Title Company, with such additional special provisions as may be required to conform with this Agreement.

(b) Purchaser and Seller shall each pay one-half (1/2) of the fee charged by the Title Company for the Closing Escrow. Any fee charged by the Title Company for any money lender's escrow established with the Title Company by purchaser or his mortgage lender, if any, shall be paid by Purchaser. Seller shall pay the title charges customarily charged to sellers by the Title Company, including any state real estate transfer tax, and Purchaser shall pay any such charges customarily charged to Purchasers, including the charge for recording Purchaser's deed and the charge for continuation of the title search to cover such recording.

(c) Disbursements of all deposits in the Closing Escrow shall occur upon good title being conveyed to the Purchaser subject only to the exceptions permitted by this Agreement.

(d) If Closing is delayed for any reason not attributable to fault of Seller, then the provisions of Paragraph 7 below shall apply. Seller shall not be responsible for any inconvenience, loss or damage suffered by Purchaser, resulting from any delay in Closing, however caused.

(e) Upon opening of the Closing Escrow, Purchaser shall deposit in the Closing Escrow the balance of the Purchase Price and all extras, and the documents required by Purchaser's mortgage lender, and shall cause Purchaser's mortgage lender, if any, to deposit in the Closing Escrow the proceeds of Purchaser's mortgage loan, without further notice or direction from Purchaser.

(f) Upon opening of the Closing Escrow, Seller shall furnish Purchaser a survey of the Property indicating the location of the Residence and easements, and the usual form of commitment for title insurance evidencing the willingness of the Title Company or its title issuing affiliate to issue its regular form of owner's title insurance policy in the amount of the Purchase Price, subject only to (i) the permitted exceptions, (ii) the usual title exceptions contained in owner's title insurance policies issued by the Title Company or its title issuing affiliate; and (iii) Title exceptions pertaining to liens and encumbrances of a definite or ascertainable amount which may be removed by the payment of money at closing and

which Seller may so remove at Closing by using the funds to be provided by Purchaser in the Closing Escrow. The commitment for title insurance shall include ALTA coverage over mechanics' liens and extended coverage up to the amount of the Purchase Price for the Property. Said commitment for title insurance shall be conclusive evidence of good title.

(g) If the title commitment or policy delivered to Purchaser shows title exceptions other than the permitted exceptions, Seller shall have 60 days from the date of Purchaser's written notice to Seller to cure the additional exceptions, and Closing shall be delayed until said exceptions are cured. If Seller fails to cure said exceptions, then, at the election of either Purchaser or Seller, this Agreement shall be null and void and all deposits and payments made by Purchaser to Seller shall be returned to Purchaser without any further obligation on either party hereto.

7. **DELAYS IN CLOSING:** Purchaser acknowledges that he is authorizing construction of the Residence by the Seller, Landmark Homes, Inc., with contingencies in his mortgage commitment. Purchaser understands that if upon completion of the Residence, signified by a temporary or permanent Certificate of Occupancy, he is unable to close the Residence due to the contingencies in his mortgage commitment, or for any other reason, then Seller will agree to extend the closing of the Residence for a period of sixty (60) days. However, Warranty on the Residence, pursuant to the Homeowner's Manual and Warranty, commences for a period of one year from the original closing date. During this extension period, Purchaser agrees to pay the carrying costs of the Residence at two points over Seller's lending institution's prime rate, based on the selling price and the cost of all Extras less all monies deposited by Purchaser. Payments will be due on the 1st and 30th day of the extension period. If closing occurs during the sixty (60) day period, Seller will prorate carrying costs paid as of date of closing and credit Purchaser accordingly at closing. If at the end of sixty (60) days, Purchaser is still unable to close or if carrying cost payments are not received by Seller within three days from date due, all sums theretofore paid by Purchaser as part of the basic purchase price or for Extras shall be retained by Seller, not as penalty but as liquidated damages, and this Agreement shall thereupon terminate and be null and void and of no further force or effect.

8. **PRORATIONS:** General real estate taxes shall be prorated as of the date of closing, based on the most recent ascertainable taxes. In the event that the Property for the year in which Closing shall occur is taxed at a higher amount than the last ascertainable tax bill, Seller agrees to re-prorate real estate taxes upon issuance of actual tax bill for such year.

9. **CONSTRUCTION AND WARRANTIES:**

(a) This Agreement is subject to obtaining a building permit. The Residence shall be substantially completed on or before six months from the start of framing of the Residence in substantial compliance with the outlined plans and specifications theretofore (the "Plans"), available for Purchaser's inspection during business hours at the sales office of Seller. Seller shall not be responsible for delays in the construction of said Residence by acts of God; strikes; wars; riots; governmental regulation or restriction, including but not limited to issuance of permits; material or labor shortages; or other causes or casualty beyond the reasonable control of the Seller. In the event of such delay, Seller shall be allowed such additional time as may be caused by such delay to complete construction of said Residence. The issuance of a temporary or permanent Certificate of Occupancy by the Village of South Barrington shall be final and binding on the parties hereto as to such completion and compliances.

(b) Within ten (10) days after acceptance of this Agreement by Seller, Purchaser shall make all color and material selections permitted for the Residence from such samples and on such Color Selection Chart provided by Seller. Shade or finish of any such selections as installed may vary from that of the samples. Selections so made by Purchaser shall be final, and no changes by him in colors or materials shall thereafter be permitted. If Purchaser fails to make all or any part of such selections within said ten (10) days, or as extended by Seller at its sole option, Seller reserves the right to make such selections for Purchaser to avoid delay in the completion of the Residence and, in such event, Purchaser does hereby ratify and accept any such selections made by Seller. Payment for said Color Selection Chart shall be made by Purchaser within ten (10) days from the date thereof.

(c) The thermal insulation utilized in construction of the residence shall be as follows:

LOCATION OF INSULATION	TYPE OF INSULATION	THICKNESS OF INSULATION	R-VALUE
Walls	Fiberglass	3½" of Fiberglass Batts	R-13
	Tuff-R Sheathing	3/4"	R- 5.5
	Dry Wall & Siding		R- .5
			Total R- 19
Ceilings	Fiberglass	13½" of Fiberglass with 6 Mil Vapor Barrier 6½" Fiberglass Batts 12" Blow	R-38

In the event that the type of thermal insulation to be installed in the Residence has not yet been determined or shall be subsequently modified, then upon such determination or modification, Seller shall deliver to Buyer written notice stating the type, thickness, location and R-value thereof.

(d) Upon Closing, Seller shall extend to Purchaser Seller's standard form of limited warranty covering certain structural components of the Residence as set forth in the Homeowners Warranty and Manual. Purchaser acknowledges that he is buying the Residence in its condition at the time possession is tendered by Seller, with the exception of those items listed on Purchaser's walk-thru list. Seller hereby expressly excludes any other representations or warranties, express or implied, and excludes specifically any and all implied warranties of merchantability, habitability, or fitness for any particular purpose or use, and excludes specifically responsibility for all consequential damages and/or losses which may arise from or out of any and all structural failures. This warranty shall only inure to the benefit of the initial owner of the residence, and shall terminate upon the expiration of the applicable period set forth in the Homeowners Warranty and Manual.

(1) **IMPLIED WARRANTY OF HABITABILITY:** Illinois law provides that every contract for the construction of a new home, as here, carries with it a warranty that when completed, the home will be free of defects and will be fit for its intended use as a home. This law further provides that this implied warranty does not have to be in writing to be a part of the contract and it covers not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but it also covers any defect in workmanship which may not easily be seen by the Purchaser. However, the law also provides that a Seller-Builder and Purchaser may agree in writing, as here, that this implied warranty is not included as a part of their particular contract.

(2) **WAIVER-DISCLAIMER:** THE SELLER-BUILDER, LANDMARK HOMES, INC., HEREBY DISCLAIMS AND THE PURCHASER HEREBY WAIVES THE IMPLIED WARRANTY OF HABITABILITY DESCRIBED IN SUB-PARAGRAPH 1 ABOVE AND THEY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT IT IS NOT A PART OF THIS AGREEMENT.

(3) **EXPRESS WARRANTIES:** Included in the Contract are express written warranties which are contained in the Homeowner's Warranty and Manual. Seller-Builder agrees to comply with the provisions of the express warranties and Purchaser accepts the express warranties as a substitute for the implied warranty of habitability described in Sub-Paragraph 1 above.

(4) **EFFECT AND CONSEQUENCES OF THIS WAIVER-DISCLAIMER:** PURCHASER ACKNOWLEDGES AND UNDERSTANDS THAT IF A DISPUTE ARISES WITH SELLER-BUILDER AND THE DISPUTE RESULTS IN A LAWSUIT, PURCHASER WILL NOT BE ABLE TO RELY ON THE IMPLIED WARRANTY OF HABITABILITY DESCRIBED IN SUB-PARAGRAPH 1 ABOVE AS A BASIS FOR SUING THE SELLER-BUILDER OR AS THE BASIS OF A DEFENSE IF SELLER-BUILDER SUES THE PURCHASER. PURCHASER MAY, HOWEVER, RELY ON THE EXPRESS WRITTEN WARRANTIES REFERRED TO IN SUB-PARAGRAPH 3 ABOVE.

10. POSSESSION AND OCCUPANCY: Purchaser shall be entitled to occupancy and possession of the Residence only from and after Closing.
11. ASSIGNMENT: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, executors, administrators, devisees, personal representatives, successors and assigns; provided, however, that Purchaser may not assign, eat over, or transfer this Agreement, or any of Purchaser's rights or interests under this Agreement, without Seller's prior written approval. Any such purported assignment by Purchaser without said approval by Seller shall be void and of no effect.
12. BROKER: Purchaser represents and warrants that no broker was instrumental in submitting, showing or selling the Property to him, and agrees to indemnify and hold Seller harmless from any claim based on facts which are contrary to said representation.
13. NOTICES: All notices and demands herein required or given hereunder shall be in writing and shall be deemed sufficient if mailed by registered or certified mail, postage prepaid, return receipt requested, to Seller at its sales office, or to Purchaser at the home address set forth on page one of this Agreement. The date of such mailings shall be deemed the date of service of such notice.
14. DEFAULTS:
 - (a) Default by Purchaser. Time is of the essence of this Agreement. If Purchaser (i) shall fail to make any payment herein required within ten (10) days after such payment is due, (ii) shall fail to close on the date designated by Seller, (iii) shall notify Seller orally or in writing that Purchaser intends not to close the transaction contemplated herein or that Purchaser intends not to close same on the date designated by Seller for any reason not expressly permitted by this Agreement, or (iv) shall fail or refuse to carry out any other obligation of Purchaser under the terms of this Agreement and any amendments hereto, then, at Seller's option, all sums theretofore paid by Purchaser as part of the basic purchase price or for Extras shall be retained by Seller, not as penalty but as liquidated damages, and this Agreement shall thereupon terminate and be null and void and of no further force or effect. Notwithstanding the foregoing, in the event Purchaser shall fail to make any payment herein within the time period provided, then Purchaser shall incur a \$50.00 per day late charge commencing from the first day following the date payment is due until the date such payment is received by Seller. Any payment in the amount of \$5,000.00 or greater must be made in the form of a certified or cashier's check. It is further agreed that each time Seller is notified of a returned check for any payment herein, a fee in the amount of \$50.00 shall be incurred by Purchaser, which fee is payable within ten (10) days of notice by Seller to Purchaser.
 - (b) Default by Seller. If Seller defaults in the performance of any of its covenants or obligations hereunder, and Purchaser shall deliver to Seller written notice thereof, then Seller shall return to Purchaser all sums theretofore paid to Seller by Purchaser, without interest, and shall reimburse Purchaser in an amount equal to Purchaser's verified out-of-pocket expenses incurred in connection with this Agreement (which reimbursement shall not exceed \$100.00), as the sole and exclusive remedy of Purchaser hereunder. This Agreement shall thereupon be null and void and of no further force or effect, and neither party shall have any further obligation hereunder.
 - (c) Termination of Agreement. In the event that this Agreement shall for any reason terminate, Purchaser shall be deemed to have released any claim which it may then have against Seller or the Property. Anything herein contained to the contrary notwithstanding, Purchaser shall pay all legal and other costs and expenses which may be incurred by Seller in defending itself or the property against any claim which Purchaser may thereafter assert, or in removing any cloud upon title which may arise because of the act of Purchaser. In such event, Purchaser shall execute any quit claim deed relative to the Property or any release in the form requested by Seller.
15. TIME FOR ACCEPTANCE: This Agreement, when executed by Purchaser and delivered to Seller, together with the earnest money specified hereunder, shall constitute, for a period of seven (7) days after the date hereof an irrevocable offer by Purchaser to purchase the Property. In the event Seller by a duly authorized officer executes this Agreement and delivers a copy thereof to Purchaser within said seven (7) day period, Purchaser's offer shall be deemed accepted and the Agreement binding.
16. MATERIAL DESTRUCTION: If, prior to Closing, the Residence shall be destroyed or materially damaged by fire or other casualty, Seller shall have the option to repair and restore the Residence to its former condition within one hundred eighty (180) days after such damage occurs (and Closing shall be postponed accordingly), or to terminate this Agreement. In the event of such termination, all sums theretofore paid to Seller shall be refunded to Purchaser, and neither party shall have any further liability to the other.
17. HEADINGS: The headings and captions contained herein are inserted for convenient reference only and shall not be deemed to construe or limit the paragraphs to which they apply.
18. GENDER: Wherever appropriate, as used herein, the singular shall denote the plural and the masculine shall denote the feminine.
19. ENTIRE AGREEMENT: All negotiations, dealings, correspondence and memoranda between the parties hereto are merged into this Agreement, which constitutes the entire agreement between Purchaser and Seller. No representations, warranties, undertakings, or promises, whether written or oral, expressed or implied, can be made or have been made by Seller or Purchaser or their respective agents, officers or employees, unless expressly stated herein or in the Homeowner's Warranty and Manual or unless mutually agreed upon in writing by the parties.
20. RIDERS: Amendments, exhibits, supplements or riders attached hereto, are incorporated herein and made a part hereof.
21. SURVIVAL: All representations and warranties of the parties shall be deemed to survive the Closing.
22. OWNERSHIP CONTINGENCY: Purchaser acknowledges that seller has advised Purchaser that as of the date hereof Seller is in contract with another party for the subject property and that Seller's obligations under this Agreement are conditional upon Seller's closing of its purchase of the subject property and acquiring title hereto. In the event that this were not to occur all monies deposited by Purchaser will be returned to Purchaser.
23. PARTIAL INVALIDITY: The invalidity of any of the provisions of this Agreement shall not affect or impair the validity or enforceability of the remainder of this Agreement. Dated this 19th day of October, 19 90.

AGENT OF SELLER:

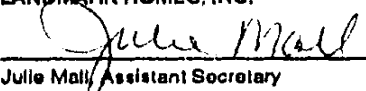
LANDMARK HOMES, INC.


Sales Associate Bruce Westerberg

This contract is not final or binding upon
LANDMARK HOMES, INC.
until countersigned by an Officer thereof.

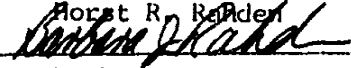
SELLER:

LANDMARK HOMES, INC.


Julie Mail, Assistant Secretary
Agent of the Beneficiary of LaSalle National
Bank Trust# 113218

PURCHASERS:


Horst R. Rahden


Barbara J. Rahden

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RIDER TO PURCHASE AGREEMENT BETWEEN
SELLER, LANDMARK HOMES, INC., AND
PURCHASERS, HORST RAHDEN AND BARBARA RAHDEN

This Agreement entered into this 19th day of October between Seller, Landmark Homes, Inc., and Purchasers, Horst Rahden and Barbara Rahden concerning Lot 32 in the Willowmere Subdivision, as follows:

1. Seller and Purchasers agree that the term "structural defect" as stated herein shall be defined as actual physical damage to load-bearing elements of the home that affects those elements' capacity and ability to establish live and dead loads to the ground to the extent that the home becomes unsafe or unliveable. Such structural elements are more fully delineated on the attached "Exhibit A."

2. Seller and Purchasers agree that the term "damage(s)" which is used herein shall not extend to consequential damages such as bodily injury, damage to personal property, or damage to real property which is not a part of the residence at issue.

4. Purchasers understand that settling and temperature changes will cause cracks in foundation walls and basement and garage floors. Such cracks cannot be prevented. Furthermore, as stated in the Homeowner's Manual and Warranty, this Agreement shall not extend to cover repair of cracks in basement and garage floors one-quarter inch or less in width and/or vertical displacement, or repair of cracks in foundation walls of one-eighth inch or less in width.

5. With the exception of the following provision, Seller and Purchasers understand and agree that the provisions of this Agreement do not constitute a waiver of the limitations for warranty stated in the Landmark Homes Homeowner's Manual and Warranty, but is solely an extension of time for warranty of those elements specified herein.

Exception to above: Warranty coverage for roofs, as stated on Page 30 of the Homeowner's Manual & Warranty shall be modified to include coverage for damage from winds up to 60 m.p.h. in velocity for the one year period.

6. Seller agrees to extend the limited warranty stated in the Landmark Homes, Inc., Homeowner's Manual and Warranty from one year to two years for "damages" resulting from "structural defects" in the residence.

AGREED: PURCHASERS



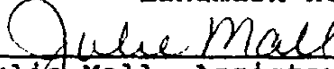
Horst Rahden



Barbara Rahden

AGREED: SELLER

Landmark Homes, Inc.



Julie Mall, Assistant Sec.

31085667

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Exhibit A

Structural elements are considered to be:

Foundation, caissons and footings
Beams
Posts and columns
Walls and partitions
Floor joists/floor truss systems
Roof truss systems

Property of Cook County Clerk's Office

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BRYCE WESTERBERG

381-7088

CLASSIC COLLECTION - COLOR SELECTION CHART

Community Willowmere	Lot 32	Model 550C LJ	Date 10/11/90
Purchaser's Name - Last Rahden, Horst and Barbara	First	Initial	Business Phone 885-8500
Present Home Address 1895 Claremont, Hoffman Estates, IL 60195			Home Phone 885-0218

AREA/ITEM	DESCRIPTION	SALES PRICE
EXTERIOR Siding	Match Olympic PM106 <i>BOTH SIDES 1/2 STAINED</i> Backside of Siding to Receive One Coat of Stain	✓
Brick	<i>1/2 1050 BLACK</i> Southern #1115 <i>show where</i>	✓
Trim	Match Olympic PM106 Backside of Trim to Receive One Coat of Stain	✓
Shutters	Match Olympic PM106	✓
Gutters	Dark Grey	✓
Front Door	Match Olympic PM106	✓
Front Service Door	Match Olympic PM106	✓
Rear Service Door	Match Olympic PM106	✓
Garage Doors	Match Olympic PM106	✓
Front Walk and Porch	Aggregate Concrete <i>the whole walk-way</i>	✓
Service Walk	Delete <i>no credit</i>	✓
Deck	<i>518 Concrete floor under the deck</i> 474 Square Foot Wolmanized <i>425' 15X15</i> <i>Plan to Follow</i>	✓
Windows	Pella - Clad - White <i>no credit of old windows?</i>	✓
Landscaping	None	
Basement	9' Basement Walls. Sealtight Basement Waterproof System	✓
Carpet Living Room	Shermer #87752 Kangaroo	✓
Pad Living Room	Option #1 1/2" Confetti Thru-out	✓
Carpet Dining Room	Shermer #87752 Kangaroo	✓
Pad Dining Room	Option #1 1/2" Confetti	✓
Carpet Family Room	Shermer #87752 Kangaroo	✓

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UNOFFICIAL COLOR SELECTION CHART

Community		Lot	Model	Date
Rahden		32	550C LH	10/11/90
AREA/ITEM	DESCRIPTION			SALES PRICE
Pad Family Room	Option #1, ½" Confetti			✓
Carpet Study/Library/Garden Room	Shermer #87752 Kangaroo			✓
Pad Study/Library/Garden Room	Option #1, ½" Confetti			✓
Carpet Stairs & Upper Hall	Shermer #87752 Kangaroo			✓
Pad Stairs & Upper Hall	Option #1, ½" Confetti			✓
Carpet Master Bedroom	Shermer #87752 Kangaroo			✓
Pad Master Bedroom	Option #1, ½" Confetti			✓
Carpet Bedroom #2	Shermer #87752 Kangaroo			✓
Pad Bedroom #2	Option #1, ½" Confetti			✓
Carpet Bedroom #3	Shermer #87752 Kangaroo			✓
Pad Bedroom #3	Option #1, ½" Confetti			✓
Carpet Bedroom #4	Shermer #87752 Kangaroo			✓
Pad Bedroom #4	Option #1, ½" Confetti			✓
Carpet Bonus Room	Shermer #87752 Kangaroo			✓
Pad Bonus Room	Option #1, ½" Confetti <i>Carpet Pad</i>			✓
Foyer & Powder Room Floor	2½" Oak Stained to Match Regency Cherry Vanity			✓
Powder Room Vanity	Regency Cherry Classic Knob BP76272-3			20.00 ✓
Vanity Top	White/Almond Shell			✓
Water Closet	Almond			✓
Kitchen Floor	2½" Oak Stained to Match Cabinets			✓
Cabinets	Regency Cherry Classic Knob N10686 Plate N11822			355.00 ✓
Walls	4½x4½" D735 Almond - Under Wall Cabinets, Box Window-Sides to Ceiling and Die into Cabinets			✓
Counter Top	Almond #920 Formica			✓

CLASSIC COLLECTION - COLOR SELECTION CHART

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Community	lot	Model	Date
Willowmere	32	550C LH	10/11/90
AREA/ITEM	DESCRIPTION	SALES PRICE	
Desk	Almond #920 Formica	✓	
Sink	Almond	✓	
Cook Top	Whirlpool SC8900EMH Gas Down Draft with #78603 Surface Unit	✓	
Oven	Whirlpool RB275PKV	✓	
Dishwasher	Whirlpool DU8700XT	✓	
Garbage Disposer	Badger V	/	
Refrigerator	<i>we buy</i>		
Water Line for icemaker	Yes locate per Print	✓	
Laundry Room Floor	Armstrong Solarian #66021 <i>no of Laundry make of Laundry Shute</i>	✓	
Counter Top	Formica Almond #920 To be 30" above Finished Floor <i>ok</i>	✓	
Laundry Tub	Mustee Perfect 10	✓	
Cabinets	RBS 30-Seville Almond Cinnamon Cabinet For Laundry Tub - Formica #920 Top	✓	
Master Bedroom Bath Floor	Option #1 4½x4½ AM Olean Ceramic #356 Misty RoseCR	360.00 ✓	
Wall Tile	<i>no wall</i> Option #1 Misty Rose Shiny #58 4½x4½ Ceramic - AM	120.00 ✓	
Shower Walls	Olean. Tub Deck Will Have Built In Noze DALK1288 White/Wild Rose Cultured Marble, Including Seat.	1,040.00 ✓	
Vanity	Pan w/soap and Shampoo Shelf. Regency Cherry Classic Knob BP76272-3	50.00	
Vanity Top	White/Wild Rose Shell		
Water Closet	Wild Rose		
Tub	Seneca Whirlpool 60"x42" Wild Rose		
Hall Bath Floor	DAL Tile - Shell D1207		
Tub Surround	Cultured Marble (Walls Only, Up To Ceiling) White/Almond with Soap and Shampoo Shelf	320.00 ✓	
Vanity	Regency Cherry Classic Knob BP76272-3	80.00	
Vanity Top	White/Almond Shell		
Water Closet	Almond		
Tub	Almond		

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CLASSIC COLLECTION COLOR SELECTION CHART

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Community	Lot	Model	Date
Willowmere	32	550C LH	10/11/90
AREA/ITEM	DESCRSIPTION	SALES PRICE	
PAINT - Walls/Trim Exrept Library	Match Benjamin Moore Aqua Pearl #70 Linen White Semi-Gloss on Trim and Flat on Walls and Ceilings	✓	
<u>Library</u>	Walls - #70 Linen White Woodwork Stain to Match Kitchen Cabinets	✓	
Millwork Library	3½ Colonial Casing, Base, and Beams, Oak	✓	
Millwork	5" Fluted Casing Thru-out Except Library	✓	
Millwork			
Bookcases	<i>See new work order</i> Include Book cases	2	
Medicine Cabinet <u>All Baths</u>	#602 Pine Lowered Stained to Match Cabinets	✓	
	<i>Not order for electrical conductors in basement</i>		
Mirror Powder Room	Gold Trim on All Mirrors	✓	
Electrical	220V Line for Dryer	✓	
Electrical	Dimmers in Living Room and in Dining Room To Be Located at Enrty from Foyer	✓	
Electrical	Job Built Box Light 2x4 Over Cooktop Stained To Match Kitchen Cabinets	✓	
Electrical	<i>See changes on detail #2 (see detail #1 for)</i> Wiring Capped - End of Drive for Future Lights - Switched to Laundry Room. See Attached Detail #2	✓	
Electrical	3 Mini lights in Kitchen - Locate Per Print	✓	
Electrical	(2) Capped - Reinforced Ceiling Fan Outlets in Bonus Room - Locate Per Print <i>Put other in Master B</i>	<i>Bedroom</i>	
Electrical	(3) Garage Door Openers - Automatic Doorman Model #455 Locate Per Print	✓	
TV & Telephone Outlets	Total of 17 - Locate Per Print Note: 3 Seperate Lines See Attached #1 <i>See new work order</i>	450.00	
<u>Family Room</u> Fireplace Surround	Floor to Ceiling, Southern Brick #1115	✓	
Fireplace Mantel	Colonial	✓	
Fireplace Firebox	Square Soldier Course	✓	

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Community	Lot	Model	Date
Willowmere	32	550C LH	10/11/90
AREA/ITEM	DESCRIPTION	SALES PRICE	
Fireplace Woodbox	Arched Soldier Course	✓	
Hardware Front Door			
Exterior Service Door			
Interior Passage/Privacy			
Interior Passage/Privacy			
HVAC Furnace	58SXA100JG Carrier - 1st and 2nd Floor (Note Location) Bonus Room to Have Base Board Unit (as furnace)	✓ ✓	
Air Conditioning	1st Floor - 38TG030 2½ Ton 2nd Floor - 38TG042 3½ Ton to Bonus Room	✓ ✓	
Allie Fan			
Humidifier	Aprilaire #10 Both Furnaces	✓	
Insulation			
Insulation			
Hot Water Heaters	(2) 50 Gallon Rheem	✓	
Security System	Standard - Alarm Basement Door to Exterior	✓	
Gas Line	Line For Grill - Locate Per Print	✓	
Garage	To Be Out Side Load (How many windows two or three 4 pin)	4,530.00	
<u>Bonus Room</u>	Finished no painting for walls	✓	
Medicine Cabinet	#602 Pine Louvered Stain to Match Vanity	✓	
Vanity	Regency Cherry Classic Knob BP76272 - 3	35.00 ✓	
Vanity Top	White/Almond Shell	✓	
Tile - Floor	4½x4½ Ceramic DAL #1207 Shell	✓	
Tub Surround	White/Almond Cultured Marble, On Walls only, Up to Ceiling, With Soap and Shampoo Shelf	320.00 ✓	
Tub Toilet	Almond Almond	✓ ✓	

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CLASSIC COLLECTION - COLOR SELECTION CHART

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Community	Lot	Model	Date
Willowmere	32	550C LH	10/11/90

AREA/ITEM	DESCRIPTION	SALES PRICE
Floor Joists	1st and 2nd Floor Floor Joists to be Douglas Fir Select Structural Grade	✓
Basement Bath	<i>water line included - see BK Plans</i> Rough in Waste and Vent Only For Future Bath Located On Print <i>what about water line?</i>	X ✓
Drain Tile	30" Gravel over Drain Tile	✓
Basement Fireplace	Locate Per Print	✓
Fireplace Surround	Floor to Ceiling Southern Brick #1115	✓
Fireplace Mantle	Match Morgan Rustic Mantel, Stained	✓
Fire Box	Square Soldier Course <i>Basement</i>	✓
Basement	Note: Finished basement requires location of mechanical/utilities as shown on print	✓
Well System	Enlarged Tank and Pump 1½ HP Pump with 125 Gallon (WM25) Tank. Location must be approved by Purchaser prior to drilling well	✓
Shower Fittings	Moental #73161 Pressure Valves in all Showers	✓
Towel Bars	Hall Bath, Master Bath, Bonus Bath, to be Polished Brass - model Number to follow	✓
Powder Room Towel Bar	Delete - Move to Laundry Room	✓
Towel Bar Add	Ceramic - Moved from Powder Room to Laundry Room To Left of Sink	✓
<i>He will provide cost estimate - 10th Street</i> <i>Down to the carpet</i>		<i>what about stair case to basement no stair - we will credit for basement outlet</i>

Purchaser agrees to purchase the Extra Items described herein for delivery and/or installation in the home which Purchaser is buying pursuant to the purchase Agreement executed by Seller and Purchaser. Purchaser requests that the plans and specifications for such home be modified by the Extra Items. In the event that closing shall not occur pursuant to the Purchase Agreement because of failure of Purchaser to obtain a commitment in accordance with the provisions of Paragraph 3 thereof, then Seller shall retain from monies paid by Purchaser a sum deemed by Seller sufficient to compensate it for the price of all Extra Items which may be supplied to the building site or installed by it or for which Seller shall become obligated to pay prior to termination of the Purchase Agreement, and the balance shall be refunded to Purchaser. In the event that closing shall not occur for any other reason not attributable to fault of Seller, the Seller shall have the right at its option, to retain all sums paid by Purchaser for Extra Items, in accordance with Paragraph 13 of the Purchase Agreement. Purchaser represents that the modifications requested are to be solely and exclusively for the benefit and convenience of the Purchaser, and to induce Seller to make the modifications and to consider therefore, Purchaser agrees to pay the total deposits of Extras in the amount of \$ 7,680.00 ("Extras Purchase Deposits") as follows: Purchaser shall pay to Seller the Extras Purchase Deposits on or before ten (10) days from the date hereof. In the event that Purchaser shall not timely pay the Extras Purchase Deposit, upon mailing of written notice to Purchaser they will be considered in default of paragraph 13 of the Purchase Agreement. ONE COAT OF STAIN WILL BE APPLIED TO PINE INTERIOR TRIM PACKAGE. COLOR VARIATIONS WILL OCCUR DUE TO THE NATURE OF PINE MILLWORK. AS VARIATION OF SHADE, COLOR AND FINISH IS INHERENT IN ALL PRODUCTS, SAMPLES DISPLAYED ARE REPRESENTATIVE ONLY. THE SHADE, COLOR AND FINISH OF PRODUCTS MAY VARY FROM SAMPLES.

Purchaser's color selections specified above are final and binding upon the purchaser and may not be changed without Seller's written consent. After the execution of this Color Selection a \$100 change charge will be incurred in addition to any costs for each change requested. Seller may decline any such requests due to the status of construction or for any other reason.

Landmark Homes, Inc.
By: Bruce Westerberg

Purchaser:
Horst Rahden
Barbara Rahden
Barbara Rahden

CC: Accounting
Master's Carpentry
Estimating

Contracts & Closings
Construction

LANDMARK HOMES

MILLWORK CHART

BUYER: Rahden LOCATION: Willowmere LOT: 32
 CASING: 5" Fluted Thru-out Except Library to be FINISH: Painted Thru-out - Except Library to be Stained to Match Kitchen Cabinets
 3 1/2" Colonial - Oak

ROOM	2 PC CROWN	CHAIR RAIL	PANEL MUGS	CEILING BEAMS	REMARKS
ENTRY	X	X	X		
LIVING ROOM	X	X	X		
DINING ROOM	X	X	X		
STUDY/LIBRARY				X	3 1/2" Oak w/Oak Base and Beams Stained to Match Kitchen Cabinets
FAMILY ROOM				X	
KITCHEN					
DINETTE					
POWDER ROOM	X	X	X		
LAUNDRY					
UPPER HALL	X	X	X		
MASTER BEDRM.		X	X		
SITTING ROOM					
MASTER BATH					
BEDROOM #2					
BEDROOM #3					
BEDROOM #4					
BEDROOM #5					
HALL BATH					

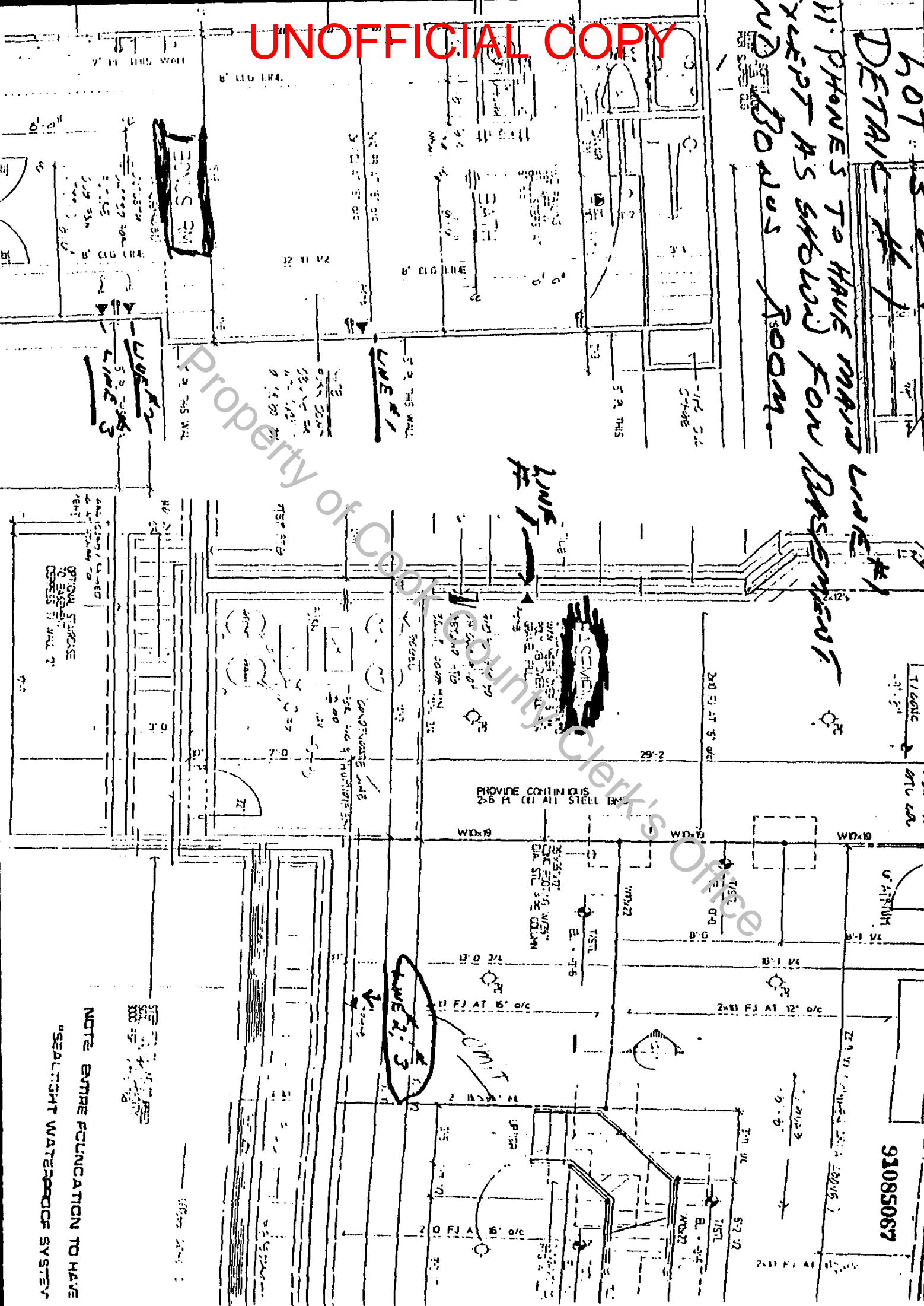
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607-3
DETAIL #1

1. PHONES TO HAVE MAID WORK #1
KEPT AS STOOD FOR BASEMENT
NO BOARDS ROOM.

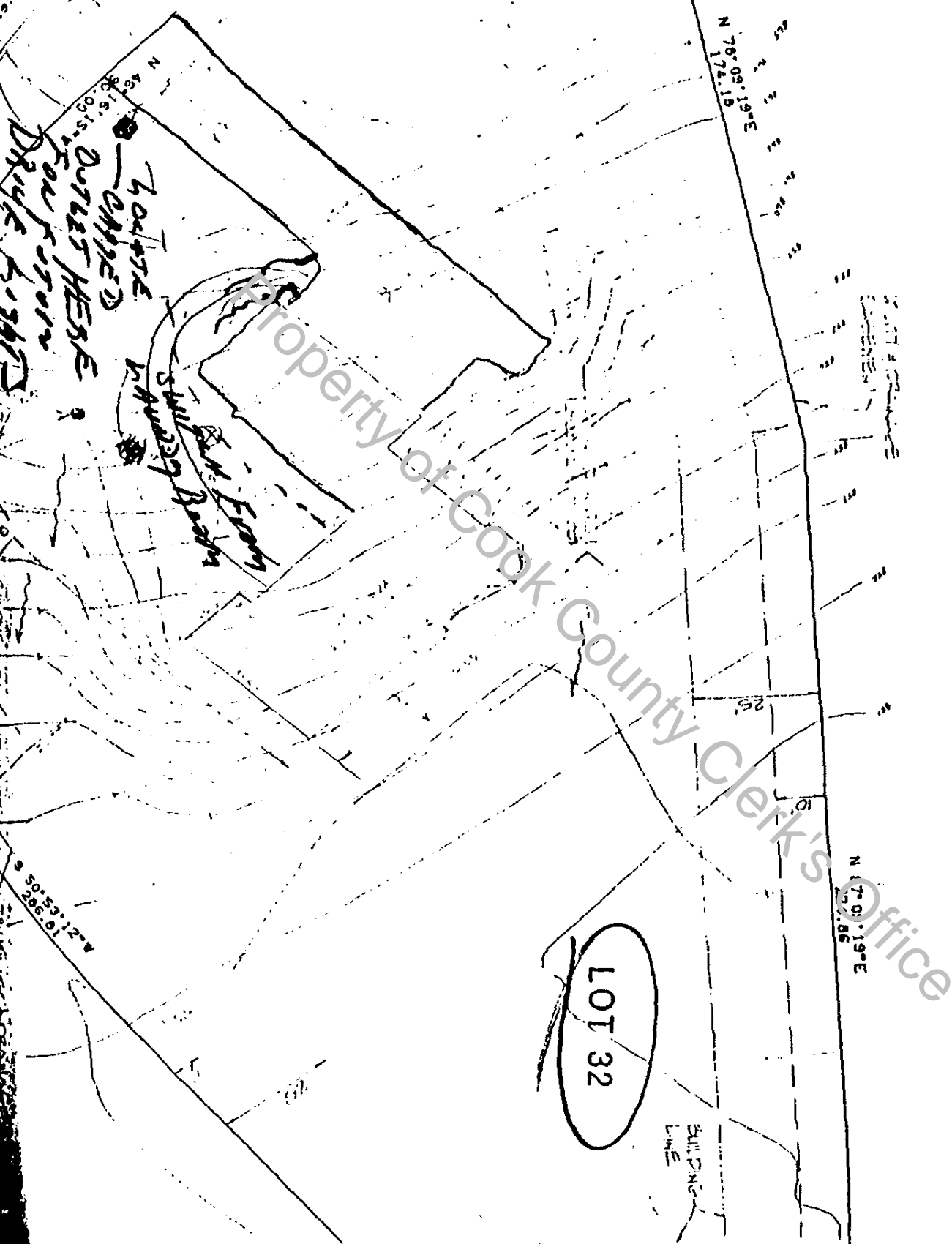
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Property of County Clerk's Office

NOTE: ENTIRE FOUNDATION TO HAVE
"SEALTIGHT" WATERPROOF SYSTEM

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the Northwest Quarter of Section 24, and part of Range 9 East of the Third Principal Meridian, according to the plat thereof recorded September 19, 1989 as Document No. 8944571 and corrected by Certificate of Correction recorded January 5, 1990 as Document No. 90008418, in Cook County, Illinois.

DETAIL #2
DRIVEWAY LIGHT
91685067

Barb -
As per our landscape plan we will have a front walk as shown, we will put a post light somewhere along the walk by the garage as indicated. This is in addition to light at end of drive. Didn't know if you needed this info.
Barb

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CHANGE REQUEST

DATE FEB 14, 1991
LOCATION Unit 32 MODEL SSD
PURCHASER RODNEY
CHANGE WORK REQUESTED

WALK BOOK CASES IN LIBRARY - 8' High
ON EITHER SIDE OF WINDOW ON REAR WALL.
FIELD MEASURE.

STAIR TO MATCH KITCHEN CABINETS

It is hereby understood by Purchaser that Purchaser's Request for the above changes and/or Extras will require _____ days to be added to the closing schedule. It is further understood that in the event of additional days being added to the closing schedule, Purchaser will incur carrying costs at two points over our lending institution's prime rate, based on the amount of the Purchase Price and Color Selection less all monies deposited to date by Purchaser. Construction must receive approval to proceed no later than _____, or request is void.

COST OF CHANGE REQUEST \$ 1960 REMITTANCE DUE BY _____
CARRYING COSTS \$ _____ PAID \$ _____
CHANGE CHARGE \$ _____ DATE PAID _____
TOTAL COST TO PURCHASER \$ 1960

Purchaser agrees to purchase the Extra Items described herein for delivery and/or installation in the Unit which Purchaser is buying pursuant to the Purchase Agreement executed by Seller and Purchaser. Purchaser requests that the plans and specifications for such home be modified by the Extra Items. In the event that closing shall not occur for any reason, then Seller shall retain from monies paid by Purchaser a sum deemed by Seller sufficient to compensate it for the price of all Extra Items which may be supplied to the building site or installed by it or for which Seller shall become obligated to pay prior to termination of the Purchase Agreement, and the balance shall be refunded to Purchaser. Purchaser represents that the modifications requested are to be solely and exclusively for the benefit and convenience of the Purchaser.

IN THE EVENT THAT PURCHASER SHALL NOT TIMELY PAY THE TOTAL PURCHASE PRICE SET FORTH HEREINABOVE, THIS EXTRA ORDER SHALL THEREUPON BECOME NULL AND VOID AND THE EXTRA ITEMS SET FORTH HEREINABOVE SHALL NOT BE INSTALLED IN THE PURCHASE UNIT.

It is further agreed that the foregoing is hereby incorporated into and made part of the Purchase Agreement and to such extent (and to such extent only) the same is hereby modified and amended accordingly.

SELLER: LANDMARK HOMES, INC.
An Illinois Corporation

BY: [Signature]
Julie Mall, Vice President Sales and Marketing

COPY: BUYER (Please sign & Return)
COPY: BUYER
COPY: CONSTRUCTION
COPY: FUF

PURCHASER:

DATE _____

COPY: FILE
COPY: ACCOUNTING
COPY: PURCHASING
COPY: CLOSING (BETH)

91085067

7/27/89

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LANDMARK HOMES 00000007

CHANGE REQUEST

DATE FEB 14, 1991
 LOCATION Wm Lot 32 MODEL 150
 PURCHASER BAHREN
 CHANGE WORK REQUESTED

DISKETTE ALL BASEMENT PHONE
TRUCKS (2)

It is hereby understood by Purchaser that Purchaser's Request for the above changes and/or Extras will require _____ days to be added to the closing schedule. It is further understood that in the event of additional days being added to the closing schedule, Purchaser will incur carrying costs at two points over our lending institution's prime rate, based on the amount of the Purchase Price and Color Selection less all monies deposited to date by Purchaser. Construction must receive approval to proceed no later than _____, or request is void.

COST OF CHANGE REQUEST \$ 5100 REMITTANCE DUE BY _____
 CARRYING COSTS \$ _____ PAID \$ _____
 CHANGE CHARGE \$ _____ DATE PAID _____
 TOTAL COST TO PURCHASER \$ 5100

Purchaser agrees to purchase the Extra Items described herein for delivery and/or installation in the Unit which Purchaser is buying pursuant to the Purchase Agreement executed by Seller and Purchaser. Purchaser requests that the plans and specifications for such home be modified by the Extra Items. In the event that closing shall not occur for any reason, then Seller shall retain from monies paid by Purchaser a sum deemed by Seller sufficient to compensate it for the price of all Extra Items which may be supplied to the building site or installed by it or for which Seller shall become obligated to pay prior to termination of the Purchase Agreement, and the balance shall be refunded to Purchaser. Purchaser represents that the modifications requested are to be solely and exclusively for the benefit and convenience of the Purchaser.

IN THE EVENT THAT PURCHASER SHALL NOT TIMELY PAY THE TOTAL PURCHASE PRICE SET FORTH HEREINAFTER, THIS EXTRA ORDER SHALL THEREUPON BECOME NULL AND VOID AND THE EXTRA ITEMS SET FORTH HEREINAFTER SHALL NOT BE INSTALLED IN THE PURCHASE UNIT.

It is further agreed that the foregoing is hereby incorporated into and made part of the Purchase Agreement and to such extent (and to such extent only) the same is hereby modified and amended accordingly.

SELLER: LANDMARK HOMES, INC.
 An Illinois Corporation

BY: [Signature]
 Julie Mall, Vice President Sales and Marketing

COPY: BUYER (Please sign & Return)
 COPY: BUYER
 COPY: CONSTRUCTION
 COPY: FUF

PURCHASER:

 DATE _____

COPY: FILE
 COPY: ACCOUNTING
 COPY: PURCHASING
 COPY: CLOSING (BETH)

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CHANGE REQUEST

DATE FEB 14, 1991

LOCATION Wm Lot 32

MODEL SSW

PURCHASER RANDY

CHANGE WORK REQUESTED

① REMOVE 1 (ONE) CAPPED REINFORCED OUTLET
FROM BONUS ROOM CEILING.

CENTER & REMAINING OUTLET IN CEILING

② ADD CAPPED REINFORCED OUTLET FOR ENTRY
FAN CENTERED IN MASTER BR. CEILING.
SHUTTER FRONTED BY ENTRY.

It is hereby understood by Purchaser that Purchaser's Request for the above changes and/or Extras will require _____ days to be added to the closing schedule. It is further understood that in the event of additional days being added to the closing schedule, Purchaser will incur carrying costs at two points over our lending institution's prime rate, based on the amount of the Purchase Price and Color Selection less all monies deposited to date by Purchaser. Construction must receive approval to proceed no later than _____, or request is void.

COST OF CHANGE REQUEST \$ N/C

REMITTANCE DUE BY _____

CARRYING COSTS \$ _____

PAID \$ _____

CHANGE CHARGE \$ _____

DATE PAID _____

TOTAL COST TO PURCHASER \$ N/C

Purchaser agrees to purchase the Extra items described herein for delivery and/or installation in the Unit which Purchaser is buying pursuant to the Purchase Agreement executed by Seller and Purchaser. Purchaser requests that the plans and specifications for such home be modified by the Extra items in the event that closing shall not occur for any reason, then Seller shall retain from monies paid by Purchaser a sum deemed by Seller sufficient to compensate it for the price of all Extra items which may be supplied to the building site or installed by it or for which Seller shall become obligated to pay prior to termination of the Purchase Agreement, and the balance shall be refunded to Purchaser. Purchaser represents that the modifications requested are to be solely and exclusively for the benefit and convenience of the Purchaser.

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It is further agreed that the foregoing is hereby incorporated into and made part of the Purchase Agreement and to such extent (and to such extent only) the same is hereby modified and amended accordingly.

PREPARED BY:

SELLER: LANDMARK HOMES, INC.
An Illinois Corporation

PURCHASER:

BY: Julie Mall
Julie Mall, Vice President Sales and Marketing

DATE _____

COPY: BUYER (Please sign & Return)
COPY: BUYER
COPY: CONSTRUCTION
COPY: FUF

COPY: FILE
COPY: ACCOUNTING
COPY: PURCHASING
COPY: CLOSING (BETH)

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Lot 32 in Millomere Subdivision Unit 1, being a subdivision of parts of the Southwest Quarter of Section 24, and part of the Northwest Quarter of Section 25, Township 42 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded September 19, 1989 as Document No. 89441971 and corrected by Certificate of Correction recorded January 5, 1990 as Document No. 90008418, in Cook County, Illinois.

Permanent Index Number: 01-24-300-009

Commonly known as: 13 Pembury Way, South Barrington, IL 60010

Mail to: Aspen Partnership
c/o Donald J. Levin
Attorney at Law
903 Partridge Court
Palatine, IL 60067

