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MORTGAGE

GRANTOR

DEPT-01 RECORDING 951.50
T62222 TRAM 7172 09/27/93 16:14:00
#1894 *93-774796
COOK COUNTY RECORDER

TIMBERS EDGE PARTNERS II, an Illinois Joint Venture

LENDER

HOWARD SAVINGS BANK, an Illinois Corporation

BORROWER

TIMBERS EDGE PARTNERS II, an Illinois Joint Venture and LOUIS J. ELLIOTT

1. **GRANT.** For good and valuable consideration, Grantor hereby mortgages and warrants to Lender identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenance; leases, licenses and other agreements; rents, issues and profits, water well ditch, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (cumulatively "Property").

2. **OBLIGATIONS.** This Mortgage shall secure the payment and performance of all of Grantors present and future indebtedness, liabilities, obligations and covenants (all of which are collectively referred to hereinafter as "Obligations") to Lender pursuant to this Mortgage, the following described Promissory Note (the "Promissory Note") and other agreements;

Commercial Draw Note Fixed Rate Note dated September 1993, in the amount of Six Hundred Seventy Thousand & No/100 (\$670,000) Dollars, bearing interest at a per annum amount equal to the Prime Rate (as that term is defined in the Promissory Note) plus two per cent (2%) with a Maturity Date of May 7th, 1994; and all other present or future obligations of Grantor to Lender (whether incurred for the same or different purposes than the foregoing):

3. **PURPOSE.** This Mortgage and the Obligations herein are executed and incurred for business purposes.

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4. **FUTURE ADVANCES.** This Mortgage secures the repayment of all advances that Lender may extend to Borrower or Grantor under the Promissory Note evidencing the loan described in Paragraph Two (2) hereof. The Mortgage secures not only existing indebtedness, but also secures future advances, with interest thereon, whether such advances are obligatory or to be made at the option of Lender to the same extent as if such future advances were made on the date of the execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage under the Promissory Note may increase or decrease from time to time, but the total of all such indebtedness so secured shall not exceed Two Hundred per cent (200%) of the principal amount stated in Paragraph Two (2) hereof.

5. **EXPENSES.** To the extent permitted by law, this Mortgage secures the repayment of all amounts expended by Lender to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.

6. **CONSTRUCTION PURPOSES.** This Mortgage secures an indebtedness for construction purposes.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** Grantor represents, warrants and covenants to Lender that:

(a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference.

(b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored or disposed of any "Hazardous Materials", as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any hazardous waste, toxic substances, or any other substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances,

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materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;

(c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;

(d) No action or proceeding is or shall be pending or threatened which might materially affect the Property;

(e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.

8. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS.

On sale or transfer to any person without the prior written approval of Lender (except for the sale of a single family residence made pursuant to the terms of the Commitment and Construction Loan Agreement of even date herewith) of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person but is a corporation, partnership, trust, or other legal entity), Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the Promissory Note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.

9. **INQUIRES AND NOTIFICATION TO THIRD PARTIES.** Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.

10. **INTERFERENCE WITH LEASES AND OTHER AGREEMENTS.** Grantor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not; (a) collect any monies payable under any Agreement more than one month in advance except for those payments received pursuant to Real Estate Sale Contracts with third party Purchasers of the single family residences being built on the Property, (b) modify any Agreement; (c) assign or allow a lien,

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security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under a Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.

11. **COLLECTION OF INDEBTEDNESS FROM THIRD PARTY.** Lender shall after a Default not cured during any applicable cure period be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "Indebtedness"). In the event that Grantor possesses or receives possession of any instrument or other remittances with respect to the indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other properties, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to (i) collect the Indebtedness (by legal proceedings or otherwise), (ii) extend the time for payment of the Indebtedness, (iii) compromise, exchange or release any obligor or (iii) otherwise settle any of the Indebtedness. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any other damages resulting therefrom.

12. **USE AND MAINTENANCE OF PROPERTY.** Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent except for the improvements being constructed. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

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13. **LOSS OR DAMAGE.** Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

14. **INSURANCE.** Grantor shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are altered or canceled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may require the insurance proceeds to be paid to Lender. In the event Grantor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph twenty seven (27) hereof and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amount applied against the Obligations shall be applied in the inverse order of the due dates thereof. In any event Grantor shall be obligated to rebuild and restore the Property.

15. **ZONING AND PRIVATE COVENANTS.** Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

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16. **CONDEMNATION.** Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the obligations or the restoration or repair of the Property. In any event Grantor shall be obligated to restore or repair the Property.

17. **LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS.** Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name. Grantor shall cooperate and assist Lender in any action hereunder.

18. **INDEMNIFICATION.** Lender shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses) causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall hire legal counsel acceptable to Lender to defend Lender from such Claims, and pay the costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgage.

19. **TAXES AND ASSESSMENTS.** Grantor shall pay all taxes and assessments relating to Property when due and in the event of its failure to do so Grantor shall be obligated to deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property as estimated by Lender. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due date thereof.

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20. **INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS.** Grantor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be genuine, true accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition of the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.

21. **ESTOPPEL CERTIFICATES.** Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.

22. **DEFAULT.** Grantor shall be in default under this Mortgage in the event that Grantor, Borrower or any guarantor of any Obligation:

- (a) fails to pay any Obligation to Lender when due;
- (b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future, written agreement, which includes but is not limited to all Loan Documents bearing even date herewith, and the Loan Commitment dated September 7th, 1993.
- (c) allows the Property to be damaged, destroyed, lost or stolen in any material respect;
- (d) seeks to revoke, terminate or otherwise limit its liability under any obligation owed to Lender;
- (e) allow goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal; or

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(f) causes Lender to in good faith deem itself insecure good faith for any reason.

(g) commits an Event of Default as same is defined in Paragraph Fourteen (14) of the Construction Loan Agreement of even date herewith.

Debtors shall have ten (10) days within which to cure (hereinafter the "Cure Period") any non-monetary default. The Cure Period shall be extended for an additional period of forty-five (45) days if (i) Debtors are diligently proceeding to cure the default, and (ii) Lender is satisfied that there exists a reasonable possibility that the default will be cured, and (iii) the existence of the default during the Cure Period (or extensions) does not adversely affect the project being financed.

23. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, except as required by law Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

(a) to declare the Obligations immediately due and payable in full;

(b) to collect the outstanding Obligations with or without resorting to judicial process;

(c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender;

(d) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;

(e) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;

(f) to foreclose this Mortgage;

(g) to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and

(h) to exercise all other rights available to Lender under any other written agreement or applicable law;

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(i) assume Grantors rights and obligations under and pursuant to any Real Estate Sale Contract that then exists which provides for a Sale of a single family residence to a third party purchaser.

Lenders rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.

24. **WAIVER OF HOMESTEAD AND OTHER RIGHTS.** Grantor hereby waives all homestead or other exemptions to which Grantor would otherwise be entitled under any applicable law.

25. **SATISFACTION.** Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender.

26. **APPLICATION OF FORECLOSURE PROCEEDS.** The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any Sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law.

27. **REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER.** Upon demand, Grantor shall immediately reimburse Lender for all amounts (including attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right remedy of Lender under this Mortgage, together with interest thereon at the Default Rate as that term is defined in the Commercial Note bearing even date herewith from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein.

28. **APPLICATION OF PAYMENTS.** All payments made by or on behalf of Grantor may be applied against amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.

29. **POWER OF ATTORNEY.** Intentionally Omitted.

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30. **SUBROGATION OF LENDER.** Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrances discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

31. **COLLECTION COSTS.** If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lender's reasonable attorneys' fees and costs.

32. **PARTIAL RELEASE.** Lender shall, provided neither Grantor nor Borrower is in Default, partially release its interest in the Property without affecting its interest in the remainder of the Property. Grantor shall be entitled to the partial releases described below upon payment of the amounts set forth;

(a) for a Release of Lot Nine (9) Grantor shall pay Lender a Principal payment of \$235,000 plus the Service Fee of \$3,525.00 and plus the total of any then unpaid interest or any other fees and charges then due;

(b) for a Release of Lot Eighteen (18) Grantor shall pay Lender a Principal payment of \$210,000 plus the Service Fee of \$3,150.00 and plus the total of any then unpaid interest or any other fees and charges then due;

(c) for a Release of Lot Twenty (20) Grantor shall pay Lender a Principal payment of \$225,000 plus the Service Fee of \$3,375.00 and plus the total of any then unpaid interest or any other fees and charges then due.

Notwithstanding the existence of a Default at the time of any request for a Partial Release Lender shall provide same provided that Borrowers pay Lender one hundred per cent (100%) of the net amount received by Borrowers from the sale of the single family lot which is the subject matter of the Partial release. The funds received by Lender shall be applied as follows: first to cure any then existing monetary Default; then to pay the Service Fee and then to pay the Principal balance due on the Lot being released, any excess shall be paid to the Borrower.

33. **MODIFICATION AND WAIVER.** The modification or waiver of any of Grantor's Obligations or Lenders rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Grantor's Obligations or delay or fail to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be

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affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party of the Property.

34. **SUCCESSORS AND ASSIGNS.** This Mortgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

35. **NOTICES.** Any notice of other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.

36. **SEVERABILITY.** If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.

37. **APPLICABLE LAW.** This Mortgage shall be governed by the laws of the state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.

38. **MISCELLANEOUS.** Grantor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any right to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. The Mortgage and any related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

39. **ADDITIONAL TERMS.** Wherever the term "Grantor" appears in this Mortgage it shall be deemed to mean "Grantor and Borrower" it being the intention of the parties that Borrower be equally liable, obligated and responsible for the performance of all duties and obligations set forth herein.

40. Grantor and Borrower hereby expressly waive any Right of Redemption any or all of them may have pursuant to applicable Statutes of the State of Illinois.

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41. **LIABILITY OF CO-VENTURER.** Notwithstanding anything herein to the contrary Lender has specifically agreed that Wohlers Feeding Company, an Illinois Corporation, one of the two (2) Co-Venturers of Timbers Edge Partners II, an Illinois Joint Venture, the Grantor is not liable for any monetary obligation of the Grantor. Provided, however, Wohlers Feeding Company, an Illinois Corporation, has in consideration of Lender's agreement regarding the monetary liability of Wohlers Feeding Company, agreed to be liable and responsible for the performance of all non-monetary obligations of the Grantor.

Dated: September 7, 1993

Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Mortgage.

Dated:

GRANTOR - BORROWER
TIMBERS EDGE PARTNERS II, an
Illinois Joint Venture

By: Elliott Homebuilders, Inc.,
an Illinois Corporation
Co-Venturer

By: [Signature]
President

Attest; [Signature]

BORROWER:

[Signature]
Louis J. Elliott

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9 / 17 / 1993

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, KAREN L. AUSLAND, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT MARK ELLIOTT, President of Elliott Home Builders, Inc., a corporation existing under the laws of the State of Illinois, and MARK ELLIOTT, Secretary of said corporation who are personally know to me to be the same persons whose names are subscribed to the foregoing instrument as such MARK ELLIOTT, President and MARK ELLIOTT, Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth, and the said MARK ELLIOTT, and MARK ELLIOTT, then and there acknowledged that they did affix the corporate seal of said ELLIOTT HOME BUILDERS, INC. to said instrument as MARK ELLIOTT their own free and voluntary act and for the free and voluntary act of said corporation as trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17 day of September, 1993.

Karen L. Ausland
Notary Public



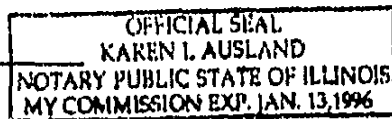
My commission expires _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, KAREN L. AUSLAND, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Louis J. Elliott, who is 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 and delivered the said instrument as his own free and voluntary act.

GIVEN under my hand and notarial seal this 17 day of September, 1993.

Karen L. Ausland
Notary Public



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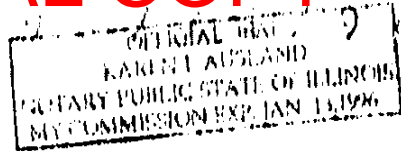
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My commission expires _____

This document was prepared by:

Howard Harris
1512 N. Fremont
Chicago, Illinois 60622

After recording mail this document to:

Howard Savings Bank
1700 Milwaukee Avenue
Glenview, Illinois 60025
Attn: Mr. John Prodromos

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SCHEDULE A

LEGAL DESCRIPTION:

Lots 9, 18 and 20 in Timber's Edge Subdivision, being a Subdivision in the Northwest 1/4 of Southeast 1/4 of Section 30, Township 42 north, Range 12, East of the Third Principal Meridian, in Cook County, Illinois .

PERMANENT INDEX NO.:

04-030-400-007

COMMON ADDRESS:

4800 W. Lake Avenue
Glenview, Illinois

This document was prepared by:

Howard Harris
1512 North Fremont
Chicago, IL 60622
312/642-4103

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SCHEDULE B

PERMITTED TITLE EXCEPTIONS

A 3. TAXES FOR THE YEARS 1992 AND 1993.

1992 TOTAL TAXES BILLED \$31,235.91

NOTE: 1992 FINAL INSTALLMENT NOT DELINQUENT BEFORE SEPTEMBER 2, 1993.

NOTE: 1993 TAXES NOT DELINQUENT BEFORE MARCH 1, 1994.

NOTE: THE AMOUNT OF THE 1992 FIRST ESTIMATED INSTALLMENT HAS BEEN DEPOSITED WITH THE COUNTY COLLECTOR.

VOLUME NO.: 133.

TAX NO.: 04-30-400-009

(AFFECTS LAND AND OTHER PROPERTY)

PERMITTED. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THOSE PARTS OF THE LAND, IF ANY, TAKEN AND USED FOR ROAD PURPOSES.

C PERMITTED. 5. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THE AFFIDAVIT OF SERVICE BY CERTIFIED MAIL RECORDED MARCH 12, 1992 AS DOCUMENT 92161320 MADE BY THE GLENVIEW BOARD OF TRUSTEES TO CONSIDER A PETITION REQUESTING ANNEXATION, REZONING TO R-4 AND PRELIMINARY SUBDIVISION.

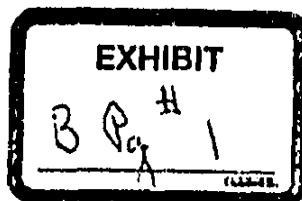
D 6. TERMS AND PROVISIONS OF MEMORANDUM OF AGREEMENT RECORDED AUGUST 31, 1992 AS DOCUMENT 92641382 BY AND BETWEEN LASALLE NATIONAL TRUST, NUMBER 116383, SELLER, AND WESTLAKE DEVELOPMENT CORPORATION, BUYER, FOR PURCHASE OF THE LAND.

WESTLAKE DEVELOPMENT CORPORATION ASSIGNED ITS INTEREST TO TIMBERS EDGE PARTNERS II BY ASSIGNMENT RECORDED AS DOCUMENT 93117909.

E PERMITTED. 7. DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS RECORDED AUGUST 31, 1992 AS DOCUMENT 92641383 BY LASALLE NATIONAL TRUST, NUMBER 116383 AND WESTLAKE DEVELOPMENT CORPORATION.

NOTE: SAID DECLARATION PROVIDES FOR A LIEN FOR ASSESSMENTS; UPON ANY CONVEYANCE OR MORTGAGE OF THE PROPERTY, AN ASSESSMENT LETTER SHOULD BE PROVIDED FROM THE ASSOCIATION COVERING THE DATE OF CLOSING.

KCSCHM
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93117909

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SCHEDULE B

PERMITTED TITLE EXCEPTIONS

Permitted

8. EASEMENT FOR UNDERGROUND PUBLIC UTILITIES AND DRAINAGE, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT NO. 92618289.

THE NORTH 10 FEET OF LOTS 9, 18 AND 20

THE EAST 5 FEET OF LOT 9,

THE WEST 5 FEET OF LOT 18,

THE WEST 5 FEET AND THE SOUTHEASTERLY 5 FEET OF LOT 20,

Permitted

9. EASEMENT IN FAVOR OF THE COMMONWEALTH EDISON COMPANY, THE VILLAGE OF GLENVIEW, TCI CABLE, AND ILLINOIS BELL TELEPHONE COMPANY, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT CONTAINED IN PLAT OF SUBDIVISION RECORDED AS DOCUMENT NO. 92618289.

10. EASEMENT FOR PLANTING PURPOSES AS SHOWN ON PLAT OF SUBDIVISION RECORDED AS DOCUMENT NUMBER 92618289.

THE SOUTHERLY 10 FEET OF LOT 20

Permitted

11. EASEMENT TO THE VILLAGE OF GLENVIEW FOR STORM WATER DRAINAGE AND DETENTION, WITH THE RIGHT TO ENTER FOR THE PURPOSE OF INSPECTION, REPAIR OR MAINTENANCE, AS CREATED BY SUBDIVISION PLAT RECORDED AS DOCUMENT NUMBER 92618289. SAID EASEMENT PROVIDES FOR A LIEN FOR AMOUNTS ASSESSED FOR CONSTRUCTION AND MAINTENANCE.

12. NEW CONSTRUCTION

** END **

EXHIBIT

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