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SECOND VARIABLE RATE NOTE & MORTGAGE MODIFICATION AGREEMENT

This Second Variable Rate Note and Mortgage Modification Agreement (the "Agreement") is made as of the January 17, 1993 by and among Ramsey Vandeveld and Associates, Inc. ("Borrower"), James F. Ramsey, individually ("Ramsey"), James F. Ramsey, as Trustee ("Trustee") u/t/a/ dated November 13, 1979, for Sarah N. Ramsey Family Trust, and Old Kent Bank, an Illinois Banking association ("OKB"), formerly Old Kent Bank - Chicago ("OKB-C") an Illinois Banking association:

WHEREAS, OKB has loaned Forty-four thousand eight hundred and sixty-two and 58/100 dollars (\$44,862.58) to Borrower (the "Loan"); and

WHEREAS, the Loan is evidenced by a Note dated January 17, 1992, made by Borrower in the principal amount of Forty-four thousand eight hundred and sixty-two and 58/100 (the "Note") a copy of which is attached hereto; and

WHEREAS, the Note is guaranteed for the principal amount of Forty-four thousand eight hundred and sixty-two and 58/100 (\$44,862.58) by Ramsey, individually, and Gordon J. Vandeveld, individually ("Vandeveld"); and

WHEREAS, together Ramsey and Vandeveld (the "Guarantors") jointly and severally guarantee the Note, and

WHEREAS, the Guarantors guarantees are evidence by guarantee agreements dated January 17, 1992 made by Ramsey, individually, and Vandeveld, individually, for the principal amount of Forty-four thousand eight hundred and sixty-two and 58/100 (\$44,862.58) (the "Guarantees") copies of which are attached hereto; and

WHEREAS, Ramsey is the beneficiary of real property commonly known as 2141 Robin Crest Lane, Glenview, Illinois described in Exhibit A attached hereto, together with all buildings and improvements thereon and appurtenances thereunto belongings and all fixtures therein and thereon (the "Property") currently held in trust u/t/a/ dated November, 13, 1979 and known as the Sarah Family Trust; and

WHEREAS, Ramsey has granted to OKB a security interest in Ramsey's beneficial interest in Property u/t/a/ dated November 13, 1979 and known as the Sarah N. Ramsey Family Trust to secure Ramsey's guarantee dated January 17, 1992; and

WHEREAS, OKB interest in property is evidenced by Security Agreement dated January 17, 1992 made by Ramsey to OKB-C a copy of which is attached hereto; and

WHEREAS, to further secure OKB interest in Property, OKB-C was granted a mortgage dated January 17, 1992 and recorded March 24, 1992 as document number 92193801 made by Trustee u/t/a/ dated November 13, 1979 known as the Sarah N. Ramsey Trust a copy of said mortgage is attached hereto; and

WHEREAS, said Mortgage and Note were modified by certain Note and Mortgage Modification Agreement dated July 17, 1992 (the "Modification Agreement") a copy of which is attached hereto; and

WHEREAS, the aforementioned Mortgage, Note, Modification Agreement, Security Agreement, and Guarantees hereinafter referred to as the "Loan Documents"; and

WHEREAS, the Borrower and Guarantors has requested and OKB has agreed to modify the terms and conditions of the Loan Documents in accordance with the terms and conditions herein contained:

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, Borrower, Trustee, Guarantors and OKB agree as follows:

1. The Date ("July 17, 1992") the ("Original Maturity Date"), and ("January 17, 1993") the ("Modification Maturity Date") whenever it appears on the Loan Documents, is hereby deleted and ("July 17, 1993") the ("the New Maturity Date") is substituted therefore, thereby extending the maturity date of the Note to the New Maturity Date.
2. Notwithstanding any provisions of the Note which may be or appear to be to the contrary, from and after the Date of this Agreement until the full amount of the principal indebtedness evidenced by the Note becomes due, whether by acceleration or otherwise, the Note shall bear interest at a variable rate of 1% above the Index Rate of interest announced from time to time by OKB as its "Prime" interest rate.

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3. Notwithstanding any provisions of the Note which may be or appear to be to the contrary, from and after the Date of this Agreement and continuing until the full amount of the principal indebtedness evidenced by the Note becomes due, whether by acceleration or otherwise, principal and interest shall be paid in installments equal to the greater of \$1,000 or the amount of unpaid interest accrued to the date of the payment of the installment whereby installments are to be paid monthly by the Borrower under the Note, with the first payment being due February 17, 1993.
4. The Borrower hereby acknowledges that, as of the date of this Agreement, the outstanding principal balance owed under the Note is \$36,679.36 and the outstanding interest owed under the Note which is due as of the date of this Agreement is zero (\$0.00).
5. As used in the Note, Mortgage, Guarantee and Security Agreement, the terms Note, Mortgage, Guarantee and Security Agreement shall mean and include each of said instruments, respectively, as supplemented and modified by this Agreement.
6. As supplemented and modified hereby, each of the Loan Documents is hereby ratified, adopted and confirmed.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

Old Kent Bank

By: 
Assistant Vice President

BORROWERS

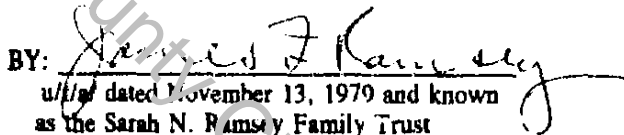
Ramsey Vandeveld and Associates, Inc.

BY: 
James F. Ramsey, Its Chairman

BY: 
Gordon J. Vandeveld, Its President

Prepared By: Clifford Scott-Rudnick
Old Kent Bank
105 S. York Street
Elmhurst, IL 60126

TRUSTEE


BY: 
w/it dated November 13, 1979 and known
as the Sarah N. Ramsey Family Trust

Return To: Old Kent Bank
Loan Operations
233 S. Wacker Drive
Chicago, IL 60606

GUARANTOR

BY: 
James F. Ramsey, Individually

BY: 
Gordon J. Vandeveld, Individually

12/13/84 

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**VARIABLE
FIXED RATE NOTE & MORTGAGE
MODIFICATION AGREEMENT**

This Variable Rate Note and Mortgage Modification Agreement (the "Agreement") is made as of July 17, 1992 by and among Ramsey Vandeveld and Associates, Inc. ("Borrower"), James F. Ramsey, individually ("Ramsey"), James F. Ramsey, as Trustee ("Trustee"), u/v/a dated November 13, 1979, for the Sarah N. Ramsey Family Trust, and Old Kent Bank, an Illinois Banking Association ("OKB"), formerly Old Kent Bank - Chicago ("OKB-C") an Illinois Banking Association:

WHEREAS, OKB has loaned Forty-four thousand eight hundred and sixty-two and 58/100 dollars (\$44,862.58) to Borrower (the "Loan"), and

WHEREAS, the Loan was evidenced by a Note dated January 17, 1992, made by Borrower in principal amount of Forty-four thousand eight hundred and sixty-two and 58/100 (the "Note") a copy of which is attached hereto, and

WHEREAS, the Note is guaranteed for the principal amount of Forty-four thousand eight hundred and sixty-two and 58/100 (\$44,862.58) by Ramsey, individually, and Gordon J. Vandeveld, individually ("Vandeveld"); and

WHEREAS, together Ramsey and Vandeveld (the "Guarantors") jointly and severally guarantee the Note, and

WHEREAS, the Guarantors guarantees are evidenced by guarantee agreements dated January 17, 1992 made by Ramsey, individually, and Vandeveld, individually, for the principal amount of Forty-four thousand eight hundred and sixty-two and 58/100 (\$44,862.58) (the "Guarantees") copies of which are attached hereto; and

WHEREAS, Ramsey is the beneficiary of real property commonly known as 2141 Robin Crest Lane, Glenview, Illinois, described in Exhibit A attached hereto, together with all buildings and improvements thereon and appurtenances thereunto belonging and all fixtures therein and thereon (the "Property") currently held in trust u/v/a dated November 13, 1979 and known as the Sarah N. Ramsey Family trust; and

WHEREAS, Ramsey has granted to OKB a security interest in Ramsey's beneficial interest in Property u/v/a dated November 13, 1979 and known as the Sarah N. Ramsey Family Trust, to secure Ramsey's guarantee dated January 17, 1992; and

WHEREAS, OKB interest in property is evidenced by Security Agreement dated January 17, 1992 made by Ramsey to OKB-C a copy of which is attached hereto; and

WHEREAS, to further secure OKB interest in Property, OKB-C was granted a mortgage dated January 17, 1992 and recorded March 24, 1992 as document number 92193801 made by Trustee u/v/a dated November 13, 1979 known as the Sarah N. Ramsey Family Trust a copy of said mortgage is attached hereto; and

WHEREAS, the Borrower and Guarantors has requested and OKB has agreed to modify the terms and conditions of the Note and Mortgage, in accordance with the terms and conditions herein contained;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, Borrower, Trustee, Guarantors and OKB agree as follows:

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1. The Date ("July 17, 1992") the ("Original Maturity Date"), whenever it appears on the Note and Mortgage is hereby deleted and ("January 17, 1993") the (the New Maturity Date") is substituted therefore, thereby extending the maturity date of the Note to the New Maturity Date.
2. Notwithstanding any provisions of the Note which may be or appear to be to the contrary, from and after the Date of this Agreement until the full amount of the principal indebtedness evidenced by the Note becomes due, whether by acceleration or otherwise, the Note shall bear interest a variable rate of 1% above the Index Rate of interest announced from time to time by OKB as its "Prime" interest rate.
3. Notwithstanding any provisions of the Note which may be or appear to be to the contrary, from and after the Date of this Agreement and continuing until the full amount of the principal indebtedness evidenced by the Note becomes due, whether by acceleration or otherwise, principal and interest shall be paid in installments equal to the greater of \$1,000 or the amount of unpaid interest accrued to the date of the payment of the installment; whereby installments are to be paid monthly by the Borrower under the Note, with the first payment being due August 1, 1992.
4. The Borrower hereby acknowledges that, as of the date of this Agreement, the outstanding principal balance owed under the Note is \$40,518.66 and the outstanding interest owed under the Note which is due as of the date of this Agreement is zero (\$0.00).
5. As used in the Note and Mortgages the terms Note and Mortgages shall mean and include each of said instruments, respectively, as supplemented and modified by this Agreement.
6. As supplemented and modified hereby, each of the Note and Mortgages is hereby ratified, adopted and confirmed.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

OLD KENT BANK

By: [Signature]

Assistant Vice President

ATTEST:

By: N/A

Senior Vice President

BORROWER

Ramsey Vandeveld and Associates, Inc.

BY: [Signature]

James F. Ramsey, Its Chairman

BY: [Signature]

Gordon J. Vandeveld, Its President

TRUSTEE

BY: [Signature]

ult/a dated November 13, 1979 and known as the Sarah N. Ramsey Family Trust

GUARANTOR

BY: [Signature]

James F. Ramsey, Individually

BY: [Signature]

Gordon J. Vandeveld, Individually

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Obligor No. 6714000005

January 17th, 1992

Obligation No. 91

FOR VALUE RECEIVED, the undersigned ("Obligor") promise(s) to pay to the order of OLD KENT BANK - CHICAGO, an Illinois banking corporation ("Bank"), the principal amount of Forty Four Thousand Eight Hundred Sixty Two and 50/100 ***** Dollars (\$ 44,862.58), and interest (computed on the basis of a 360-day year for the actual number of days elapsed) on the unpaid principal balance at a rate per annum of (check applicable box):

_____ % until maturity and _____ % after maturity.
 1.00 % above the Index Rate (as defined below) from time to time in effect until maturity, and 3.00 % above the Index Rate from time to time in effect after maturity. The interest rate on this Note shall be adjusted on the same day to the specified percentage above the Index Rate in effect on the date of adjustment.

The principal and interest on this Note shall be paid as follows (check applicable box):
 Principal and interest shall be paid in installments commencing February 17th 19 92 and on the 17th day of each month thereafter until July 17th 1992, at which time the remaining balance of principal and interest shall be paid in full. Each installment shall be paid in an amount equal to the greater of \$ 1,000.00 or the amount of unpaid interest accrued to the date of payment of the installment.
 Principal and interest shall be paid in installments of \$ _____, plus unpaid interest accrued to the date of payment, commencing _____, 19 _____, and continuing on the _____ day of each _____, 19 _____, at which time the entire remaining unpaid balance of principal and interest shall be paid in full.
 Principal shall be paid in installments of \$ _____ each, commencing _____, 19 _____, and on the _____ day of each _____ thereafter until full. Accrued interest shall be paid on _____, 19 _____, and on the _____ day of each _____ thereafter until the principal balance shall be paid in full.

LATE CHARGE: If any installment of principal or interest is not paid when due, Obligor will forthwith pay to Bank a late charge in an amount equal to _____.

This is in addition to Bank's other rights and remedies for default in payment of an installment of principal or interest when due.
INDEX RATE: As used in this Note, "Index Rate" means the rate of interest announced from time to time by Bank as its "prime" interest rate, unless "Index Rate" is defined differently in any Rider to this Note which is executed by Bank and Obligor. The rate announced by Bank as its "prime" interest rate at any given time may not necessarily be the lowest rate of interest available to commercial customers of Bank at that time.

EXPENSES AND LOAN PROCESSING FEE: Obligor shall reimburse Bank for all out-of-pocket expenses hereto or hereafter incurred by Bank in connection with making the loan evidenced by this Note and any renewals, extensions or modifications thereof and in connection with the taking any security therefor, including, without limitation, filing and recording fees, attorneys' fees and expenses, and costs of credit reports, surveys, appraisals, title work and mortgagee's title insurance. Each out-of-pocket expense (if not reimbursed to Bank on or before the date hereof) shall be reimbursed to Bank at the time of the first required interest payment hereunder after the expense is incurred. There is also a loan processing fee in respect of this loan in the amount of \$ N/A.

The loan processing fee (check applicable box):
 Has been paid to Bank on or before the date hereof.
 Shall be paid by Obligor to Bank on the date accrued interest is first required to be paid under this Note.

PAYMENTS FROM DEPOSIT ACCOUNT: Obligor authorizes Bank to debit deposit account No. 10-58347, which is maintained with Bank by Obligor, for payments due to Bank under this Note.

THE ADDITIONAL PROVISIONS PRINTED ON THE REVERSE SIDE HEREOF, AND THE PROVISIONS OF ANY RIDER TO THIS NOTE WHICH IS EXECUTED BY BANK AND OBLIGOR, ARE PART OF THIS NOTE AND ARE INCORPORATED HEREIN BY REFERENCE.

Accepted:
OLD KENT BANK - CHICAGO
By Gregory F. Miller
Assistant Vice President

Individual Obligor(s): _____
Nonindividual Obligor:
Ramsey Vandeveld and Associates, Inc.
An Illinois Corporation (State of Organization)
(Type of Entity)
By James F. Ramsey, Its Chairman
or Richard J. Vandeveld
Its President

Obligor Address:
420 Lake Cook Road, Room #101
Dearfield, Illinois 60015

PC	_____	Approving Officer
N	_____	
P	_____	Contact Officer
Pd	_____	

Secured

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ADDITIONAL PROVISIONS OF PROMISSORY NOTE

1. **Prepayments.** Obligor may prepay all or part of the principal of this Note at any time, unless prepayment is prohibited, limited or conditioned in any Rider to this Note or in any other agreement executed by Obligor. Any partial prepayment will be applied to the installment or installments last falling due under this Note, and a partial prepayment shall not affect the amount or time of payment of succeeding required installments.

2. **Security.** This Note and all obligations of Obligor hereunder are secured by any and all security agreements, guaranties, mortgages, pledge agreements, assignments and all other agreements and instruments heretofore or hereafter given by any Obligor or any third party to Bank ("Security Documents"), including, but not limited to, Security Documents given in connection with or related to in any prior promissory notes given to Bank by any Obligor and Security Documents that secure any present or future guaranty of all or part of the indebtedness evidenced by this Note. Bank shall have all of the rights and powers set forth in the Security Documents and in any other written agreements heretofore or hereafter given to Bank by any Obligor, as though they were fully set forth herein. As additional security for the payment of Obligor's obligations under this Note, Obligor grants to Bank a security interest in all tangible and intangible property of Obligor now or hereafter in the possession of Bank, including, without limitation, a deposit accounts.

3. **Default.** Each of the following shall be an event of default under this Note: (a) if, "shall" occur in the payment of any installment of principal or interest hereunder or of any late charge, out-of-pocket expenses, or loan processing fee at any time owing to Bank under this Note or in the payment of any other indebtedness or obligation now or hereafter owing by any Obligor to Bank, as and when the same shall be or become due and payable; (b) default occurs in the performance of any other obligation to Bank under this Note or a security agreement or any loan agreement or other agreement heretofore or hereafter entered into between any Obligor and Bank or if there occurs any other event of default under any such agreement or any such loan agreement or other document; (c) if any guaranty or any other event of default under any such agreement or any other document given to Bank shall have been failed in any material respect; (d) if any Obligor or any Guarantor or any of Obligor's or Guarantor's partners (if any Obligor or Guarantor is a partnership) shall die, discontinue, become insolvent, or make an assignment for the benefit of creditors; (e) if any levy, writ of attachment, garnishment, execution or similar process shall be fastid against or placed upon any property of any Obligor or any Guarantor; (f) if any guaranty that now or hereafter secures payment of all or any part of the indebtedness evidenced by this Note shall be terminated or limited for any reason without the written consent or agreement of Bank; or (g) if at any time there be instituted by or against any Obligor or any Guarantor, then all such indebtedness shall automatically become immediately due and payable. All or any part of the indebtedness evidenced hereby also may become, or may be declared to be, immediately due and payable under the terms and conditions contained in any loan agreement, Security Document or other agreement heretofore or hereafter entered into between any Obligor and Bank.

4. **Place and Application of Payments.** Each payment upon this Note shall be made at any of Bank's offices or such other place as the holder hereof may direct in writing. Any payment upon this Note shall be applied first to any expenses (including expenses of collection) or loan processing fee then due and payable to Bank hereunder, then to any unpaid late charges, then to any accrued and unpaid interest hereunder, and then to the unpaid principal balance. If any Obligor at any time owes Bank any indebtedness or obligation in addition to the indebtedness evidenced by this Note, and if any indebtedness owed by Obligor to Bank is then in default, Obligor shall have no right to direct or designate the particular indebtedness or

5. **Setoff.** Bank shall have the right at any time to set off any indebtedness that Bank then has against any deposit (including any deposit account) against any indebtedness evidenced by this Note that is then due and payable.

6. **Remedies.** Bank shall have all rights and remedies provided by law and by agreement or any Obligor, including requirement of reasonable notice with respect to any and all other disposition of collateral shall be in full compliance with the notice at least five (5) days prior to the date of sale or other disposition. Obligor agrees to pay any and all expenses, including reasonable attorney's fees and legal expenses, incurred by Bank in protecting and enforcing the right of setoff and obligations to Bank under any provision of this Note or any Security Document.

7. **Environmental Compliance.** Obligor represents and warrants to, and agrees with, Bank that (a) none of Obligor's real or personal property is, and neither will and permit it to become, contaminated by any substance that is listed as a hazardous material under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) or any other federal, state or local law and regulation; (b) the compliance with each such law and regulation; (c) if the Obligor's operations, activities and and permitted releases are, and Obligor shall cause them to continue to be, in violation of, or damage caused by, any environmental regulation; (d) Obligor shall reimburse Bank for all costs and expenses incurred by Bank in connection with any such investigation, remediation and/or cleanup activities, damages, losses, liabilities and expenses (including attorney fees) assumed, agreed or incurred by Bank by reason of any failure to comply with, or any inaccuracy in, any of the agreements, representations and warranties contained in this paragraph.

8. **Waivers.** No claim by Bank in the exercise of any right or remedy shall operate as a waiver of the right or partial release by Bank of any right or remedy that provides any other claim or future exercise thereof or the exercise of any other right or remedy. No waiver by Bank of any default or of any provision hereof shall be effective unless in writing and signed by Obligor and accepted by Bank in writing and furnished to any other party or post-acceptance of this Note, and no such waiver, release, exchange or release of all or any part of any security given to secure this Note, to the extent of any party hereto, and to the release, discharge, exoneration, modification or suspension of any rights and remedies against any party may be liable for the indebtedness evidenced by this Note.

9. **General.** If Obligor is more than one person, firm or corporation, (a) each of them is primarily liable on this Note, (b) receipt of value by any one of them constitutes receipt of value by both or all of them, (c) their liability on this Note is joint and several, and (d) the term "Obligor" means each of them and all of them in this Note, "materially" means such (time as the entire Document or other agreement heretofore or hereafter entered into between any Obligor and Bank.

10. **Applicable Law and Jurisdiction.** This Note shall be governed by and interpreted according to the laws of the State in which Bank's principal office is located, without giving effect to principles of conflict of laws. Obligor irrevocably agrees and consents that any action against Obligor for collection or enforcement of this Note may be brought in any state or federal court that has subject matter jurisdiction and is located in, or whose district includes, the county in which Bank has its principal office and that any such court shall have personal jurisdiction over Obligor for purposes of such action.

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Guaranty



NAME OF BANK Old Kent Bank - Chicago
ADDRESS 233 S. Wacker Drive
CITY Chicago STATE IL ZIP 60606

1. In consideration of any credit or other financial accommodation heretofore or hereafter extended by the Bank mentioned above ("Bank") to Ramsey Vandeveld and Associates, Inc. of Illinois ("Debtor"), the undersigned ("Guarantor") hereby absolutely, unconditionally and irrevocably guarantees prompt payment when due and at all times thereafter of any and all existing and future indebtedness and liabilities of every nature and kind, including all renewals, extensions and modifications thereof, now or hereafter owing from Debtor to Bank, however and whenever created, arising, evidenced, or acquired, and all interest accrued thereon (collectively the "Indebtedness"). The Indebtedness includes any and all indebtedness and obligations now or hereafter owing to Bank by Debtor, regardless of whether any such indebtedness or obligation is (a) not presently intended or contemplated by Debtor, Bank or Guarantor, (b) indirect, contingent or secondary, or (c) unrelated to, or of a different kind or class from, any indebtedness or obligations of Debtor to Bank that are now owing or are committed or contemplated.

2. Notwithstanding the foregoing, the liability of Guarantor to Bank under paragraph 1 shall not exceed an amount equal to the sum of (a) \$ 44,862.58 ("Base Amount") and (b) Guarantor's Pro Rata Share of unpaid interest accrued from time to time upon the Indebtedness. Guarantor's Pro Rata Share as of any given date shall be determined by applying to all unpaid accrued interest as of such date a percentage that shall be the lesser of (i) 100% or (ii) the percentage obtained by dividing the Base Amount by the aggregate unpaid principal balance of the Indebtedness outstanding immediately after the last principal advance made by Bank to Debtor prior to such date. The granting of credit from time to time to Debtor by Bank in excess of the Base Amount shall not affect or impair the liability of Guarantor hereunder. Any maximum amount of Guarantor's liability provided for under this paragraph 2 shall not be reduced by any payments or collections upon the Indebtedness received by Bank from Debtor or any source other than Guarantor. If no amount, zero or the words "No Limit", "None" or similar words are inserted in the blank space in this paragraph, then the amount of Guarantor's liability under this Guaranty is not limited.

3. Guarantor shall reimburse Bank for all costs, attorneys' fees and other expenses at any time expended or incurred by Bank in the collection or attempted collection of the Indebtedness or in the enforcement of this Guaranty or the realization upon any security for this Guaranty.

4. The effectiveness of this Guaranty is not subject to the satisfaction of any conditions, including, without limitation, execution of this or another guaranty, or the granting of any other security, by any other person, firm or corporation. Bank may grant or continue credit to Debtor from time to time without giving notice to or obtaining consent from Guarantor. Bank shall not be obligated at any time, whether in connection with the granting of credit to Debtor or otherwise, to make any factual disclosure to Debtor, including without limitation, any disclosure concerning Debtor's financial condition, assets, liabilities, activities or operations or the status of the Indebtedness or of any other security for the Indebtedness. The execution of this Guaranty by Guarantor does not create any obligation or duty of Bank to grant or continue credit to Debtor.

5. Bank in its sole discretion may, without affecting, impairing or reducing this Guaranty, (a) apply payments or collections received from any source to the payment of Indebtedness other than the Indebtedness, even though Bank could have applied those payments to the Indebtedness and (b) apply payments or collections received from Guarantor to any present or future security for this Guaranty to the liability of Guarantor under this Guaranty or to any liability of Guarantor for payment to Bank of any other Indebtedness. Any payments or collections that Bank applies to the liability of Guarantor under this Guaranty shall be applied to costs or expenses described in paragraph 3 above, to the interest (in or principal of the Indebtedness or to other components of the Indebtedness, in such manner as Bank in its sole discretion shall determine.

6. Guarantor will not exercise or enforce, and hereby waives, any right of contribution, reimbursement, recourse or subrogation available to Guarantor against Debtor or any other person liable for payment of all or part of the Indebtedness, or as to any security therefor, unless and until all of the Indebtedness is paid in full and discharged.

7. Guarantor warrants and represents to Bank that all financial statements and other information concerning Guarantor furnished to Bank are true and correct in all material respects; that the execution, delivery and performance of this Guaranty by Guarantor will not violate any law, rule, judgment, order, agreement or instrument binding upon Guarantor, nor require the approval of any public authority or other third party; and that this Guaranty constitutes the valid and binding obligation of Guarantor, enforceable in accordance with its terms. If Guarantor is a corporation, partnership, association, trust or other entity, Guarantor further represents and warrants to Bank that Guarantor is duly organized and validly existing in good standing under the laws of the state indicated next to its name below; that Guarantor has full power and authority to enter into and perform its obligations under this Guaranty; that the execution, delivery, and performance hereof by Guarantor have been duly authorized by all necessary action of Guarantor's board of directors, partners, trustees or other governing body and will not violate Guarantor's articles or certificate of incorporation, bylaws, partnership agreement, articles of association, trust agreement or other governing instrument, nor require the approval of its shareholders or members or of any of its partners, other than those whose signatures appear below.

8. Guarantor waives (a) notice of the acceptance of this Guaranty and of the extension or continuation of all or any part of the Indebtedness, (b) presentment, protest, notice, demand or action with respect to any default in payment of all or any part of the Indebtedness and with respect to any default by Guarantor in Guarantor's obligations under this Guaranty, and (c) any right to require Bank to sue Debtor, any other guarantor or any other person obligated with respect to all or any part of the Indebtedness or to foreclose or realize upon any security for all or any part of the Indebtedness.

9. If this Guaranty is terminated or revoked, it shall continue in effect as to all Indebtedness incurred, arising or committed for before the termination or revocation, including any extensions, renewals or modifications of such Indebtedness made after the termination or revocation. A notice of revocation must be in writing and shall not be effective until it is received by Bank. If more than one person have executed this Guaranty, a notice of revocation shall be effective only as to the person or entity giving the notice, and this Guaranty shall continue in effect as to each person or entity not giving the notice.

10. The validity and enforceability of this Guaranty shall not be impaired or affected by any act or omission by Bank (whether occurring before or after receipt by Bank of notice of termination of this Guaranty) with respect to all or part of the Indebtedness or any agreement relating thereto or with respect to any present or future guaranty or other security for all or part of the Indebtedness, including, but not limited to, (a) any extension, modification, renewal, indulgence, or substitution; (b) any failure or omission to enforce any right, power or remedy; (c) any waiver of any right, power or remedy or of any default; (d) any release, surrender, compromise, settlement, subordination or modification, with or without consideration; (e) the unenforceability or invalidity thereof; (f) any failure by Bank to perfect or secure any priority of its rights with respect to any security; or (g) any consent by Bank to any sale or transfer of any security; all whether or not the undersigned shall have had notice or knowledge of any act, omission or circumstance referred to in this paragraph.

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any such other guaranties or other obligations. If more than one person or entity have executed this Guaranty, Bank is authorized to release or modify the obligations of or surrender any security given by or waive any rights against any of those who have executed this Guaranty, without in any manner affecting or impairing the liability of the other persons or entities.

12. Guarantor waives any and all defenses, claims and discharges of Debtor or any other obligor with respect to the indebtedness, except the defense of discharge by payment. Without limiting the generality of the foregoing, Guarantor will not assert, plead or enforce against Bank any defense of waiver, release, discharge in bankruptcy, statute of limitations, res judicata, statute of frauds, anti-deficiency statute, fraud, incapacity, minority, usury, ultra vires, lack of authorization, illegality or unenforceability that may be available to Debtor or any other person liable in respect of any indebtedness or any setoff available against Bank to Debtor or any such other person, whether or not on account of a related transaction. Guarantor shall be liable for any deficiency remaining after foreclosure of or realization upon any security for all or part of the indebtedness, whether or not the liability of Debtor or any other obligor for the deficiency is discharged pursuant to statute or judicial decision.

13. If any payment applied by Bank to the indebtedness is set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Debtor or any other obligor), the indebtedness to which the payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding the application, and this Guaranty shall be enforceable as to such indebtedness as fully as if Bank had not made the application.

14. The obligations of Guarantor under this Guaranty are secured by any and all security agreements, guaranties, mortgages, pledge agreements, assignments and all other security documents and instruments heretofore or hereafter given by Guarantor or any third party to Bank ("Security Documents"), including, but not limited to, Security Documents given in connection with or referred to in any prior guaranty or other document evidencing any liability of Guarantor to Bank. As additional security for the obligations of Guarantor under this Guaranty, Guarantor hereby grants to Bank a security interest in all tangible and intangible property of Guarantor now or hereafter in the possession of Bank, including, without limitation, all deposit accounts. Any requirement of reasonable notice with respect to any sale or other disposition of collateral shall be met if Bank sends no notice at least five days before the sale or other disposition. Bank shall have the right at any time to set off any indebtedness that Bank then owes to Guarantor (including deposit accounts) against all or any part of the indebtedness that is then due and payable.

15. This Guaranty shall be governed by and interpreted in accordance with the laws of the State in which Bank's principal office is located, without giving effect to principles of conflict of laws. Guarantor irrevocably agrees and consents that any action against Guarantor for collection or enforcement of this Guaranty may be brought in any state or federal court that is located in, or whose district includes, the county in which Bank has its principal office and that any such court shall have personal jurisdiction over Guarantor for purposes of that action.

16. This Guaranty embodies the entire agreement between Guarantor and Bank with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein. This Guaranty may not be modified except by writing signed by the party to be charged. In this Guaranty, "Guarantor" means each, all and any of those who have executed this Guaranty.

17. This Guaranty shall be binding upon and inure to the benefit of Bank and Guarantor, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

GUARANTOR ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS GUARANTY, INCLUDING THOSE APPEARING ON THE OTHER SIDE.

Dated: January 17th, 1992

Witnesses: Old Kent Bank - Chicago

Gregory J. Schrier
Assistant Vice President

Individual Guarantor:

James P. Ramsey
James P. Ramsey

Witnesses:

Nonindividual Guarantor:

(State of organization)

(Type of entity)

By _____

Its _____

And By _____

Its _____

Guarantor Address:

02807086

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GUARANTY

1. In consideration of any credit heretofore or hereafter extended by OLD KENT BANK—CHICAGO, an Illinois banking corporation, of Chicago, Illinois ("Bank") to Ramsey Vandeveld and Associates, Inc. of Illinois ("Debtor"), the undersigned ("Guarantor") hereby absolutely, unconditionally and irrevocably guarantees prompt payment when due and at all times thereafter of any and all existing and future indebtedness and liabilities of every nature and kind, including all renewals, extensions and modifications thereof, now or hereafter owing from Debtor to Bank, however and whenever created, arising, evidenced or acquired, and all interest accrued thereon (collectively the "Indebtedness"). The Indebtedness includes any and all indebtedness and obligations now or hereafter owing to Bank by Debtor, regardless of whether any such indebtedness or obligation is (a) not presently intended or contemplated by Debtor, Bank or Guarantor, (b) indirect, contingent or secondary, or (c) unrelated to, or of a different kind of class from, any indebtedness or obligations of Debtor to Bank that are now owing or are committed or contemplated.

2. Notwithstanding the foregoing, the liability of Guarantor to Bank under paragraph 1 shall not exceed an amount equal to the sum of (a) \$ 44,862.58 ("Base Amount") and (b) Guarantor's Pro Rata Share of unpaid interest accrued from time to time upon the Indebtedness. Guarantor's Pro Rata Share as of any given date shall be determined by applying to all unpaid accrued interest as of such date a percentage that shall be the lesser of (i) 100% or (ii) the percentage obtained by dividing the Base Amount by the aggregate unpaid principal balance of the Indebtedness outstanding immediately after the last principal advance made by Bank to Debtor prior to such date. The granting of credit from time to time to Debtor by Bank in excess of the Base Amount shall not affect or impair the liability of Guarantor hereunder. Any maximum amount of Guarantor's liability provided for under this paragraph 2 shall not be reduced by any payments or collections upon the Indebtedness received by Bank from Debtor or any source other than Guarantor. If no amount, zero or the words "No Limit", "None" or similar words are inserted in the blank space in this paragraph, then the amount of Guarantor's liability under this Guaranty is not limited.

3. Guarantor shall reimburse Bank for all costs, attorneys' fees and other expenses at any time expended or incurred by Bank in the collection or attempted collection of the Indebtedness or in the enforcement of this Guaranty or the realization upon any security for this Guaranty.

4. Bank may grant or continue credit from time to time to Debtor without notice to or authorization from Guarantor, regardless of Debtor's financial or other condition at the time of any such grant or continuation. Bank shall have no obligation to disclose or discuss with Guarantor its assessment of the financial condition of Debtor. The execution of this Guaranty by Guarantor shall create no obligation or duty of Bank to grant or continue credit to Debtor.

5. Bank in its sole discretion may, without affecting, impairing or reducing this Guaranty, (a) apply payments or collections received from any source to the payment of Indebtedness other than the Indebtedness, even though Bank could have applied those payments to the Indebtedness and (b) apply payments or collections received from Guarantor or from any present or future security for this Guaranty to the liability of Guarantor under this Guaranty or to any liability of Guarantor for payment to Bank of any other indebtedness. Any payments or collections that Bank applies to the liability of Guarantor under this Guaranty shall be applied to costs or expenses described in paragraph 3 above, to the interest on or principal of the Indebtedness or to other components of the Indebtedness, all in such manner as Bank in its sole discretion shall determine.

6. Guarantor will not exercise or enforce and hereby waives, any right of contribution, reimbursement, recourse or subrogation available to Guarantor against Debtor or any other person liable for payment of all or part of the Indebtedness, or as to any security therefor, unless and until all of the Indebtedness is paid in full and discharged.

7. Guarantor warrants and represents to Bank that all financial statements and other information concerning Guarantor furnished to Bank are true and correct in all material respects; that the execution, delivery and performance of this Guaranty by Guarantor will not violate any law, rule, judgment, order, agreement or instrument binding upon Guarantor, nor require the approval of any public authority or other third party; and that this Guaranty constitutes the valid and binding obligation of Guarantor, enforceable in accordance with its terms. If Guarantor is a corporation, partnership, association, trust or other entity, Guarantor further represents and warrants to Bank that Guarantor is duly organized and validly existing in good standing under the laws of the state indicated next to its name below; that Guarantor has full power and authority to enter into and perform its obligations under this Guaranty; that the execution, delivery, and performance hereof by Guarantor have been duly authorized by all necessary action of Guarantor's board of directors, partners, trustees or other governing body and will not violate Guarantor's articles or certificate of incorporation, bylaws, partnership agreement, articles of association, trust agreement or other governing instrument, nor require the approval of its shareholders or members or of any of its partners, other than those whose signatures appear below.

8. Guarantor waives (a) notice of the acceptance of this Guaranty and of the extension or continuation of all or any part of the Indebtedness, (b) presentment, protest, notice, demand or action with respect to any default in payment of all or any part of the Indebtedness and with respect to any default by Guarantor in Guarantor's obligations under this Guaranty and (c) any right to require Bank to sue Debtor, any other guarantor or any other person obligated with respect to all or any part of the Indebtedness or to foreclose or realize upon any security for all or any part of the Indebtedness.

9. This Guaranty shall continue in effect until receipt by Bank of written notice of its termination and, notwithstanding that receipt, thereafter as to Indebtedness incurred, arising or committed for prior to receipt by Bank of the notice of termination. If more than one person or entity have executed this Guaranty, the notice shall be effective only as to the person or entity giving that notice, and this Guaranty shall continue in effect as to each person or entity not giving the notice.

10. The validity and enforceability of this Guaranty shall not be impaired or affected by any act or omission by Bank (whether occurring before or after receipt by Bank of notice of termination of this Guaranty) with respect to all or part of the Indebtedness or any agreement relating thereto or with respect to any present or future guaranty or other security for all or part of the Indebtedness, including, but not limited to, a) any extension, modification, renewal, indulgence, or substitution; (b) any failure or omission to enforce any right, power or remedy; (c) any waiver of any right, power or remedy or of any default; (d) any release, surrender, compromise, settlement, subordination or modification, with or without consideration; (e) the unenforceability or invalidity thereof; (f) any failure by Bank to perfect or secure any priority of its rights with respect to any security; or (g) any consent by Bank to any sale or transfer of any security; all whether or not the undersigned shall have had notice or knowledge of any act, omission or circumstance referred to in this paragraph.

11. The liability of Guarantor hereunder is joint and several and independent of any other guaranties or obligations at any time in effect with respect to all or any part of the Indebtedness and may be enforced regardless of the existence, validity, enforcement or non-enforcement of

(continued on other side)

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any such other guaranties or other obligations. In no event shall any person or entity have executed this Guaranty, Bank is authorized to release or modify the obligations of or surrender any security given by or under a right against any of them who have executed this Guaranty, without in any manner affecting or impairing the liability of the other persons or entities.

12. Guarantor waives any and all defenses, claims and discharges of Debtor or any other obligor with respect to the indebtedness, except the defense of discharge by payment. Without limiting the generality of the foregoing, Guarantor will not assert, plead or enforce against Bank any defense of waiver, release, discharge in bankruptcy, statute of limitations, res judicata, statute of frauds, anti-deficiency statute, fraud, incapacity, minority, usury, illegality or unenforceability that may be available to Debtor or any other person liable in respect of any indebtedness or any setoff available against Bank to Debtor or any such other person, whether or not on account of a related transaction. Guarantor shall be liable for any deficiency remaining after foreclosure or realization upon any security for all or part of the indebtedness, whether or not the liability of Debtor or any other obligor for the deficiency is discharged pursuant to statute or judicial decision.

13. If any payment applied by Bank to the indebtedness is set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Debtor or any other obligor), the indebtedness to which the payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding the application, and this Guaranty shall be enforceable as to such indebtedness as fully as if Bank had not made the application.

14. The obligations of Guarantor under this Guaranty are secured by any and all security agreements, guaranties, mortgages, pledge agreements, assignments and all other security documents and instruments heretofore or hereafter given by Guarantor or any third party to Bank ("Security Documents"), including, but not limited to, Security Documents given in connection with or referred to in any prior guaranty or other document evidencing any liability of Guarantor to Bank. As additional security for the obligations of Guarantor under this Guaranty, Guarantor hereby grants to Bank a security interest in all tangible and intangible property of Guarantor now or hereafter in the possession of Bank, including, without limitation, all deposit accounts. Bank shall have the right of any time to set off any indebtedness that Bank then owes to Guarantor (including deposit accounts) against all or any part of the indebtedness that is then due and payable.

15. This Guaranty shall be governed by and interpreted in accordance with the laws of the State in which Bank's principal office is located, without giving effect to principles of conflict of laws. Guarantor irrevocably agrees and consents that any action against Guarantor for collection or enforcement of this Guaranty may be brought in any state or federal court that is located in, or whose district includes, the county in which Bank has its principal office and that any such court shall have personal jurisdiction over Guarantor for purposes of that action.

16. This Guaranty embodies the entire agreement between Guarantor and Bank with respect to the subject matter hereof. There are no promises, terms, conditions or obligations other than those contained herein. This Guaranty may not be modified except by writing signed by the party to be charged. In this Guaranty, "Guarantor" means each, all and any of those who have executed this Guaranty.

17. This Guaranty shall be binding upon and inure to the benefit of Bank and Guarantor, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

GUARANTOR ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS GUARANTY, INCLUDING THOSE APPEARING ON THE OTHER SIDE.

Dated: January 17th, 19 92

Witnesses: Old Kent Bank - Chicago

Gregory J. Malar
Assistant Vice President

Individual Guarantor(s)

Gordon J. Vandeveld
Gordon J. Vandeveld

Witnesses:

NonIndividual Guarantor:

(State of organization)

(Type of entity)

By _____

its _____

And By _____

its _____

Guarantor Address:

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ADDITIONAL PROVISIONS OF SECURITY AGREEMENT

1. Your Representations. You represent and warrant to us that:

(a) You own the Collateral and have the unqualified right to transfer the Collateral to us. The Collateral is not subject to any security interest, lien, encumbrance or claim in favor of any third party, or to any right or option of any third party to purchase or acquire any of the Collateral.

(b) Each instrument and certificated security included in the Collateral is genuine and what it purports to be and has not been materially altered. Each security included in the Collateral is validly issued, fully paid and not subject to calls or assessments.

(c) If you are a corporation, partnership, association, trust, or other entity, you are duly organized and validly existing in good standing under the laws of the state indicated below your name on the other side of this Agreement; you have full power and authority to enter into and perform your obligations under this Agreement; and the execution, delivery and performance of this Agreement by you have been duly authorized by all necessary action of your board of directors, partners, trustees or other governing body, and will not violate your articles or certificate of incorporation, bylaws, partnership agreement, articles of association, trust agreement or other governing instrument.

(d) This Agreement is your valid and binding obligation, enforceable in accordance with its terms.

(e) Your address set forth on the other side of this Agreement is the location of either (i) your sole place of business, or (ii) if you have more than one place of business, your chief executive office, or (iii) if you have neither a place of business nor a chief executive office, your residence.

2. Your Obligations. You agree that:

(a) You will promptly sign and deliver to us all title applications, financing statements, stock powers, bond powers, assignments, endorsements, powers of attorney, instructions to issuers and other parties, and other documents that we may from time to time request to perfect our security interest in the Collateral or to facilitate transfer of the Collateral.

(b) You will not sell, lease, transfer or assign any of the Collateral or any interest in any of the Collateral. You will keep the Collateral free from all other security interests and all liens, encumbrances, garnishments, attachments, executions and levies.

(c) You will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation.

(d) You will keep all tangible Collateral fully insured against fire, explosion, destruction and theft, with a deductible limit of not more than \$250. The insurance policy will provide that its proceeds will be payable to us to the extent of our interest in the Collateral and that the policy will not be canceled and the coverage will not be reduced without prior notice to us. You will provide us with satisfactory proof of this insurance promptly whenever we request it.

(e) You will furnish us with such information regarding the Collateral as we may request. You will allow us to inspect any tangible Collateral at any time.

(f) You will keep all tangible Collateral in good condition and repair. You will not permit such Collateral to be used unlawfully or to be abandoned. If a police agency or other governmental agency impounds any of the Collateral, you will notify us immediately and promptly regain possession of it.

(g) You will promptly deliver to us all certificates and other instruments or documents evidencing title or rights in the Collateral, including certificates and other instruments and documents that you receive in the future.

(h) You will immediately notify us in writing (i) of any change in your name, identity or corporate structure, (ii) if you now have only one place of business, of any change in its location and of the locations of any additional place or places of business established by you, (iii) if you now or hereafter have more than one place of business, of any change in the location of your chief executive office, and (iv) if you have neither a place of business nor a chief executive office, of any change in the location of your residence.

3. Our Rights.

(a) If you fail to perform any of your obligations under this Agreement, then we may, without giving you notice or obtaining your consent, perform that obligation on your behalf. (This may include, for example, signing stock powers and other documents described in paragraph 2 (a) above, obtaining insurance coverage for Collateral or paying off liens on the Collateral. To the extent necessary, you appoint us as your agent and attorney-in-fact with full power and authority to perform any such obligations. You will promptly reimburse us for any expense that we incur in performing any such obligation, together with interest at an annual rate equal to the lesser of (i) five percent (5%) above the rate of interest we announce from time to time as our "prime" interest rate, or (ii) the highest rate to which you could lawfully agree in writing. We are not required to perform an obligation that you have failed to perform. If we do so, that will be a waiver of our right to declare the indebtedness immediately due and payable because of your failure to perform.)

(b) With regard to any Collateral consisting of instruments or securities, our only duty will be to use reasonable care in the custody and preservation of such Collateral in our possession. We will have no obligation to take any steps necessary to preserve rights against prior parties. We will have no duty to sell any Collateral even if its value declines. We will have no obligation to exercise, or to notify you of, any conversion or redemption rights or to take any similar action with regard to any such Collateral.

obligation to exercise, or to notify you of, any conversion or redemption rights or to take any similar action with regard to any such Collateral.

(c) We may at any time, without notice to you and without your consent, transfer any instruments or securities into our name or the name of our nominee.

(d) We may file a photocopy of this Agreement as a financing statement evidencing our security interest in the Collateral.

4. Default and Acceleration. If any of the following occurs, the indebtedness will, at our option, become immediately due and payable, without notice or demand to you:

(a) If default occurs in the payment or performance of all or any part of any of the indebtedness, when and as it shall be due and payable, whether at maturity or otherwise.

(b) If default occurs in the performance of any of your obligations under this Agreement or your or anyone else's obligations under any other security agreement, loan agreement, mortgage, assignment or other agreement that now or hereafter secures any of the indebtedness or secures any other indebtedness or obligation now or hereafter owing by you to us ("Security Documents").

(c) If any warranty, representation or other statement made to us by you or by any guarantor of any of the indebtedness ("Guarantor") in this Agreement or in any Security Document, credit application, financial statement, Form F.R. D-1 or other document, heretofore or hereafter given in us, shall be false in any material respect.

(d) If any debtor or any Guarantor shall die, become insolvent, or make an assignment for the benefit of creditors.

(e) If all or any material part of any tangible Collateral shall be destroyed or materially damaged by fire or other casualty, whether or not there is insurance coverage for the damage or destruction.

(f) If the issuer of or obligor on any security or instrument included in the Collateral defaults in any obligation of the issuer or obligor under the terms of the security or instrument, or if a petition for relief is filed by or against the issuer or obligor under any chapter of the federal Bankruptcy Code, or if there occurs any other event or condition that we reasonably believe seriously reduces the value to us of the Collateral.

(g) If at any time we in good faith believe that the prospect of payment or performance of any of the indebtedness is impaired.

If a petition for relief is filed at any time by or against any debtor or any Guarantor under any chapter of the federal Bankruptcy Code, the entire indebtedness shall automatically become immediately due and payable, without notice or demand. All or any part of the indebtedness also may become, or may be declared to be, immediately due and payable under the terms of any promissory note, loan agreement, Security Document or other agreement heretofore or hereafter entered into between you and us.

5. Our Remedies. We will have all of the rights and remedies of a secured party under applicable laws. Without limiting these rights and remedies, if all or any part of the indebtedness is not paid at maturity:

(a) We will have the right, but no obligation, without notice to you and without your consent, to vote or give any consent with regard to any of the Collateral consisting of securities and to enter into extensions, reorganizations, mergers, consolidations or other agreements relating to such securities and, in connection therewith, to deposit or surrender control of any of such securities, to accept other property or money in exchange therefor and to take such other actions regarding such securities as we consider desirable.

(b) We will have the right to receive all dividends, interest and other sums payable in respect of any of the Collateral and to apply such sums to the indebtedness in such manner as we shall determine.

(c) We may sell, lease or otherwise dispose of the Collateral in any commercially reasonable manner. Any notification we are required by law to give regarding any sale or other disposition of Collateral will be considered reasonable if it is mailed to your current address, as shown in our records, at least five days before the sale or other disposition.

(d) The proceeds of any collection or disposition of the Collateral shall be applied first to Bank's attorneys' fees and expenses, as provided in paragraph 6 hereof, and then to the indebtedness, in such manner as Bank shall determine, and Debtor shall be liable for any deficiency remaining.

6. Expenses. You will reimburse us on demand for all attorneys' fees, legal expenses and other expenses that we incur in enforcing our rights under this Agreement. This includes fees and expenses incurred in trying to obtain possession of the Collateral from you, a trustee or receiver in bankruptcy or any other person. We may apply any proceeds of collection or disposition of Collateral to our reasonable attorneys' fees, legal expenses and other expenses.

7. Amendments and Waivers. No provision of this Agreement may be modified or waived except by a written agreement signed by us. We will continue to have all of our rights under this Agreement even if we do not fully and promptly exercise them on all occasions.

8. Other. In this Agreement, the word "obligations" includes contingent and secondary obligations, such as guaranties. And "maturity" of any of the indebtedness means the time when the indebtedness has become due and payable, for whatever reason (including, for example, acceleration due to default or bankruptcy). This Agreement will be governed by, and interpreted according to, Michigan law.

SECURITY AGREEMENT
(Instruments, Securities, Consumer Goods)

In this Security Agreement, "you," "your" and "debtor" mean each person who signs below as debtor, and "us," "our" and the "bank" means OLD KENT BANK—CHICAGO, an Illinois banking corporation, of Sears Tower, Chicago, Illinois and anyone to whom the bank's interest is assigned.

You grant to us a security interest in the following property:

Property located at: 2141 Robin Crest Lane, Glenview, Illinois

and in (a) any present and future attachments and accessories to that property, (b) all securities, instruments and other property ("Additional Property") at any time received or receivable by you by reason of any stock dividend, stock split, recapitalization, reclassification, merger, consolidation, liquidation, exchange, renewal, substitution or other transaction regarding the above-described property or regarding any Additional Property, (c) all dividends and interest at any time received or receivable by you in respect of any of the above-described property or any Additional Property, and (d) all proceeds of the foregoing. The foregoing properties and proceeds are referred to in this Agreement as "Collateral".

THIS SECURITY INTEREST SECURES PAYMENT AND PERFORMANCE OF ALL INDEBTEDNESS AND OBLIGATIONS NOW AND HEREFTER OWING BY YOU TO US, including all of your obligations under this Agreement, and all indebtedness and obligations now and hereafter owing to Bank that are evidenced by any instruments, documents and agreements listed below that have been executed by another person or persons, including any and all renewals, extensions and modifications thereof (collectively called the "Instruments, Documents and Agreements").

the indebtedness and obligations evidenced by any instruments, documents and agreements listed below.

Instrument, Document or Agreement	Date	Principal Amount (if Any)	Maker (if Other Than Debtor)
Quaranty	January 17th, 1992	\$44,862.58	

This security interest secures all present and future indebtedness and obligations owing by you to us, regardless of whether any such indebtedness or obligation is (a) not listed above, (b) not presently intended or contemplated by you or us, (c) indirect, contingent or secondary, (d) unrelated to the Collateral or to any financing of the Collateral by us, (e) of a kind or class that is different from any indebtedness or obligation now owing by you to us, or (f) evidenced by a note or other document that does not refer to this security interest or this Agreement.

If debtor is more than one person, the indebtedness and obligations now and hereafter owing to Bank by any one or more of such persons, even if the remaining person or persons are not liable for such indebtedness and obligations, it at any time the fair market value of any marketable securities included in the Collateral shall be less than 4% of the unpaid principal balance of the indebtedness evidenced by the instruments, documents or agreements specifically listed above, you will promptly transfer to us a security interest in marketable securities having a fair market value sufficient to eliminate the deficiency. The marketable securities will be additional Collateral under this Agreement.

If more than one debtor signs below, you are jointly and severally liable under this Agreement. YOU AGREE TO ALL OF THE TERMS ABOVE AND TO ALL OF THE TERMS ON THE REVERSE SIDE OF THIS AGREEMENT.

Executed this 17th day of January, 1992

Individual debtor(s):
James F. Ramsey
(Signature)
James F. Ramsey
(Type Name)

1644 Sunset Ridge Road
Northbrook, IL 60062
(Address)

(Signature)
(Type Name)

By *[Signature]*
As Assistant Vice President
OLD KENT BANK—CHICAGO

(Address)

By _____
(Address)

(Type of Bank)
(Type of Organization)

Non-individual debtor:

00000000

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SARAH N. RAMSEY FAMILY TRUST

EXHIBIT A - RESIDENTIAL REAL ESTATE

1. Principal Residence - 523 Sheridan Road, Kenilworth, Illinois

Lot 2 (except the South Easterly 12 feet) in Keller's Kenilworth Subdivision of Lot "A" (except the South Easterly 479 1/2 feet thereof parallel with and measured perpendicular to the South Easterly line of said Lot "A") of the consolidation of lands in the South West quarter of Section 22 and the North West quarter of Section 27, Township 42 North, Range 13, East of the Third Principal Meridian according to the plat thereof recorded of Keller's Subdivision dated July 17, 1953 and recorded November 4, 1953 as document 15762186, in Cook County, Illinois.

2. Winter Residence - 4757 East Cherry Hills Drive, Tucson, Arizona

Skyline Viviendas Unit B12 and SE 1/2 of B13 (QCD: D 5860 P 902 and 904 9-13-78)
(D 6033 T 1158 Page 1158 5/22/79) in Pima County, Tucson, Arizona

3. Glenview Residence - 2141 Robin Crest Lane, Glenview, Illinois

Lot 140 in Wyatt and Coors Country Place Unit No. 5, being a subdivision of part of the Southeast quarter of the Southeast quarter of Section 34, Township 42 North, Range 12 East of the third Principal Meridian in Cook County, Illinois. (321372)-file #

Jan:
pls. order track
Search on Glenview
Property
links ordered
Greg 1-27-92

JAR

93090320

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92193501

92193601

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on January 17th 19 92. The mortgagor is James E. Ramsey, as Trustee, U/T/A. Dated 11/79 and known as Sarah N. Ramsey, Family Trust ("Borrower"). This Security Instrument is given to Old Kent Bank - Chicago, which is organized and existing under the laws of Illinois, and whose address is 233 S. Wacker Drive, Chicago, Illinois 60506 ("Lender"). Borrower owes Lender the principal sum of Forty Four Thousand Eight Hundred Sixty Two and 58/100 Dollars (U.S. \$ 44,862.58). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on July 17th, 1992. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

92193501

Lot 140 in Wyatt and Coons Country Place Unit No. 5, being a subdivision of part of the Southeast Quarter of the Southeast Quarter of Section 34, Township 42 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.

RECORDED
 140000 TRNN 2037 03/24/92 13:07:00 \$31.00
 #6582 # *-92-193801
 COOK COUNTY RECORDER

PIN #04-34-413-017

which has the address of 2141 Robin Crest Lane, Glenview, Illinois ("Property Address");
 (City) (City)
 (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

93030320

31/00

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extraordinary circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

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person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) (specify)
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

.....
James F. Ramsey, Trustee (Seal)
 ----- Borrower
 of the Sarah N. Ramsey Family Trust
 (Social Security Number) 528 30 5288
 (Seal)
 ----- Borrower
 Social Security Number.....

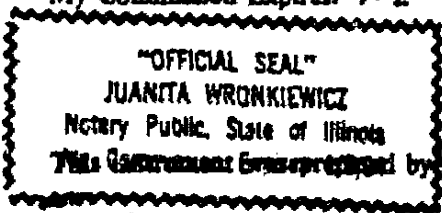
[Please Print Name Below This Line For Acknowledgment]

STATE OF ILLINOIS
 COUNTY OF COOK } SS:

I, Juanita Wronkiewicz, a Notary Public in and for said county and state, do hereby certify that
James F. Ramsey, as Trustee of the Sarah N. Ramsey Family Trust, personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be..... free and voluntary act
(his, her, their)
 and deed and that executed said instrument for the purposes and uses therein set forth.
(he, she, they)

Witness my hand and official seal this 17TH day of JANUARY, 19 92.

My Commission Expires: 1-2-94



Juanita Wronkiewicz (SEAL)

 Notary Public

This Instrument Executed by Diane Foules, Old Kent Bank - Chicago, 233 S. Wacker Drive Chicago, IL 60606

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