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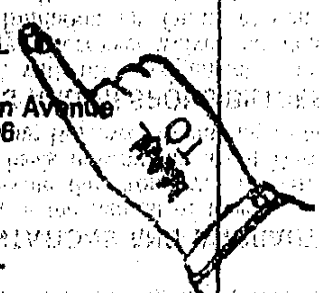
RECORDATION REQUESTED BY:

Heritage Bank
12015 South Western Avenue
Blue Island, IL 60406

WHEN RECORDED MAIL:

Heritage Bank
12015 South Western Avenue
Blue Island, IL 60406

95490171



07/20/95 0017 MCH 15:58
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FOR RECORDER'S USE ONLY

This Assignment of Rents prepared by: Paulette Minarcik, Heritage Bank
12015 South Western Avenue
Blue Island, Illinois 60406

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED JULY 19, 1995, between Heritage Trust Company Not Personally But As Trustee Under Trust #88-3316, whose address is 17500 South Oak Park Avenue, Tinley Park, IL 60477 (referred to below as "Grantor"); and Heritage Bank, whose address is 12015 South Western Avenue, Blue Island, IL 60406 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns and conveys to Lender all of Grantor's right, title, and interest in, and to, the Rents from the following described Property located in Cook County, State of Illinois:

See Legal Description on Exhibit "A"

The Real Property or its address is commonly known as 9452-17536-17550-17552 Quall Trail, 8912-8913-8915-8923-8925 Mallard Road, 8818 Bluebird Drive, 18131-18133-18151 Pleasant Lake Drive, 18204-18206-18208-18212-18214-18216-18218 Mockingbird Lane, Tinley Park, IL 60477. The Real Property tax identification number is 27-34-117-011, 012 and 065, 27-34-406-003 and 27-34-401-003.

DEFINITIONS. The following words shall have the following meanings when used in this Assignment, unless otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Assignment. The word "Assignment" means this Assignment of Rents between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Rents.

Borrower. The word "Borrower" means Stephens & Hayes Construction Co., Inc.

Event of Default. The words "Event of Default" mean and include without limitation any of the Events of Default set forth below in the section titled "Events of Default."

Grantor. The word "Grantor" means any and all persons and entities executing this Assignment, including without limitation all Grantors named above. Any Grantor who signs this Assignment, but does not sign the Note, is signing this Assignment only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

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PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Lender and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction taken in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Assignment is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power and right to enter into this Assignment and to hypothecate the Property; (c) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (d) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

TERMS:
THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR AND BORROWER UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING

Rents. The word "Rents" means all rents, revenues, income, issues, profits and proceeds from the Property, whether due now or later, including without limitation all Rents from all leases described on any exhibit attached to this Assignment.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Real Property. The words "Real Property" mean the property, interests and rights described above in the Property Definition section.

Property. The word "Property" means the real property, and all improvements thereon, described above in the Assignment section.

Under no circumstances shall the interest rate on this Assignment be more than the maximum rate allowed by applicable law.

The interest rate on the Note is a variable interest rate based upon an index. The index currently is 8.750% per annum. The interest rate to be applied to the unpaid principal balance of this Assignment shall be at a rate of 0.500 percentage point(s) over the index, resulting in an initial rate of 9.250% per annum. NOTICE:

The word "Note" means the promissory note or credit agreement dated July 19, 1995, in the original principal amount of \$3,650,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Lender. The word "Lender" means Heritage Bank, its successors and assigns.

hereafter may become otherwise unenforceable. hereafter may become barred by any statute of limitations, and whether such indebtedness may be or whether obligated as guarantor or otherwise, and whether recovery upon such indebtedness may be or contingent, liquidated or unliquidated and whether Borrower may be liable individually or jointly with others, unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or against Borrower, or any one or more of them, whether now existing or hereafter arising, whether related or plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Borrower may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise unenforceable.

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GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS: With respect to the Rents, Grantor represents and warrants to Lender that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power, and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Agreement.

LENDER'S RIGHT TO COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair, to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, or decrees and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor and Borrower's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender, which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law. If, however, payment is made by Borrower, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (b) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Borrower), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be reinstated, as the case may be notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Assignment.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Assignment, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender

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to the date of repayment by Grantor. All such expenses, at Lender's option, will: (a) be payable on demand, (b) become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Assignment also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Assignment:

Default on Indebtedness. Failure of Borrower to make any payment when due on the Indebtedness.

Compliance Default. Failure to comply with any other term, obligation, covenant, or condition contained in this Assignment, the Note, or in any of the Related Documents. If such a failure is curable and if Grantor or Borrower has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor or Borrower, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Default in Favor of Third Parties. Should Borrower or any Grantor, default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay the Loans or perform their respective obligations under this Assignment or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor or Borrower under this Assignment, the Note or at the time made or furnished.

Other Defaults. Failure of Grantor or Borrower to comply with any term, obligation, covenant, or condition contained in any other agreement between Grantor or Borrower and Lender.

Insolvency. The dissolution or termination of Grantor or Borrower's existence as a going business, the insolvency of Grantor or Borrower, the appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Event Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disposes the validity of, or liability under, any Guaranty of the Indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insolvency. Lender reasonably deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor or Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Collect Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property; to operate the Property; preceding foreclosure or sale; and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The appointment of a receiver shall not constitute an Event of Default. Lender's right to be placed as mortgagee in possession or to have a receiver appointed shall exist whether or not the apparent value of the Property exceeds the mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the mortgagee in possession or receiver may serve without bond if permitted by law.

Acceleration of Payment. Lender may, at its option, require the immediate payment of any amount due or to become due under this Assignment, including any prepayment penalty which Borrower would be required to pay.

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by Lender is required, in this Assignment, the granting of such consent, by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

EXHIBIT "A": An exhibit, titled "Exhibit "A", is attached to this Assignment and by this reference is made a part of this Assignment just as if all the provisions, terms and conditions of the Exhibit had been fully set forth in this Assignment.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND GRANTOR AGREES TO ITS TERMS:

GRANTOR:

Heritage Trust Company Not Personally But As Trustee Under Trust #88-3316

By: [Signature]
Linda Lee Lutz, Land Trust Officer & Vice President

By: [Signature]
Lynda A. Blust, Assistant Secretary

RIDER ATTACHED HERETO IS EXPRESSLY MADE A PART HEREOF:

CORPORATE ACKNOWLEDGMENT

STATE OF Ill

COUNTY OF Cook

On this 19 day of July, 1995, before me, the undersigned Notary Public, personally appeared Linda Lee Lutz and Lynda A. Blust, Land Trust Officer and Assistant Secretary of Heritage Trust Company Not Personally But As Trustee Under Trust #88-3316, and known to me to be authorized agents of the corporation that executed the Assignment of Rents and acknowledged the Assignment to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Assignment and in fact executed the Assignment on behalf of the corporation.

By [Signature] Residing at Tinley Park

Notary Public in and for the State of Ill

My commission expires _____

OFFICIAL SEAL
Margaret Wilder
Notary Public, State of Illinois
My Commission Expires 10.17.99

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Waivers and Consents. Lender shall not be deemed to have waived any rights under this Assignment (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Assignment shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS Assignment, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON BEHALF OF GRANTOR AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS Assignment.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Assignment.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Successors and Assigns. Subject to the limitations stated in this Assignment or transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the indebtedness by way of foreclosure or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any other person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Assignment, in all other respects shall remain valid and enforceable.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Assignment by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

Multiple Parties; Corporate Authority. All obligations of Grantor and Borrower under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Assignment.

Applicable Law. This Assignment has been delivered to Lender and accepted by Lender in the State of Illinois. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be changed or bound by the alteration or amendment.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:
Borrower also will pay any court costs, in addition to all other sums provided by law.
foreclosure reports, surveys reports, and appraisal fees, and title insurance, to the extent permitted by applicable law.
proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy paragraph 17.06, without limitation, however subject to any limits under applicable law. Lender's attorneys' from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Borrower under this Assignment after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Assignment.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

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Principal	Loan Date	Maturity	Loan No.	Call	Collateral	Account	Officer	Initials
\$1,650,000.00	07-19-1995			0440	770			

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.


Borrower: Stephens & Hayes Construction Co., Inc.
 P. O. Box 849
 Tinley Park, IL 60477

Lender: Heritage Bank
 12015 South Western Avenue
 Blue Island, IL 60406


This Exhibit "A": is attached to and by this reference is made a part of each Deed of Trust or Mortgage, ABI and Assignment of Rents, dated July 19, 1995, and executed in connection with a loan or other financial accommodations between Heritage Bank and Stephens & Hayes Construction Co., Inc..

PARCEL 1: THE SOUTHWESTERLY 29.83 FEET OF THE NORTHEASTERLY 82.00 FEET OF THAT PART OF LOT 82 BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 82; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST 40.85 FEET ALONG THE EAST LINE OF SAID LOT 82; THENCE NORTH 90 DEGREES, 00 MINUTES 00 SECONDS WEST 4.15 FEET, TO THE POINT OF BEGINNING, THE CL SOUTH 82 DEGREES, 27 MINUTES 20 SECONDS WEST 124.00 FEET; THENCE NORTH 07 DEGREES, 32 MINUTES, 40 SECONDS WEST 60.00 FEET; THENCE NORTH 82 DEGREES, 27 MINUTES, 20 SECONDS EAST 124.00 FEET; THENCE SOUTH 07 DEGREES, 32 MINUTES, 40 SECONDS EAST 60.00 FEET, TO THE POINT OF BEGINNING. ALL IN PHEASANT CHASE WEST TOWNHOMES, BEING A SUBDIVISION OF PART OF THE NW 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: THE NORTH 32.17 FEET OF THE SOUTH 44.88 FEET OF THE EAST 85.00 FEET OF THAT PART OF LOT 83 LYING WEST OF A LINE DRAWN 41.05 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 83 IN PHEASANT CHASE WEST TOWNHOMES, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 3: THE SOUTH 32.17 FEET OF THE NORTH 42.87 FEET OF THE WEST 60.00 FEET OF THE EAST 101.78 FEET OF LOT 84 IN PHEASANT CHASE WEST TOWNHOMES, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 4: THE SOUTH 29.83 FEET OF THE NORTH 72.50 FEET OF THE WEST 60.00 FEET OF THE EAST 101.78 FEET OF LOT 84 IN PHEASANT CHASE WEST TOWNHOMES, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 5: THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 984.10 FEET ALONG THE EAST LINE OF SAID EAST 1/2 OF THE SOUTHEAST 1/4, TO THE SOUTH LINE OF MALLARD ROAD AS DEDICATED IN PHEASANT LAKE UNIT 1, BEING A SUBDIVISION OF PART OF SAID EAST 1/2 OF THE SOUTHEAST 1/4; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 140.00 FEET ALONG SAID SOUTH LINE, TO THE WEST LINE OF PHEASANT LAKE DRIVE AS DEDICATED IN PHEASANT LAKE UNIT 2, BEING A SUBDIVISION OF PART OF SAID EAST 1/2 OF THE SOUTHEAST 1/4; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 581.10 FEET ALONG SAID WEST LINE, TO A POINT OF CURVE; THENCE EASTERLY 388.00 FEET ALONG SAID CURVE, BEING THE ARC OF A CIRCLE OF 233.00 FEET RADIUS CONVEX SOUTHWESTERLY, TO A POINT OF TANGENCY; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 77.00 FEET, TO THE WEST LINE OF PHEASANT LAKE DRIVE AS DEDICATED IN SAID PHEASANT LAKE UNIT 1; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 191.31 FEET ALONG SAID WEST LINE, TO THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS WEST 450.00 FEET, TO THE HEREIN DESIGNATED POINT OF BEGINNING; AND ALSO: THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF MOCKINGBIRD LANE WITH THE NORTH LINE OF BLUEBIRD DRIVE, BOTH AS DEDICATED IN PHEASANT LAKE UNIT 1, BEING A SUBDIVISION OF PART OF SAID EAST 1/2 OF THE SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 785.00 FEET ALONG SAID WEST LINE, TO THE SOUTHERLY LINE OF MALLARD ROAD AS DEDICATED IN SAID PHEASANT LAKE UNIT 1; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 2.41 FEET ALONG SAID SOUTHERLY LINE, TO A POINT OF CURVE; THENCE WESTERLY 228.18 FEET ALONG SAID CURVE, BEING THE ARC OF A CIRCLE OF 1703.48 FEET RADIUS CONVEX NORTHWESTERLY, TO A POINT OF TANGENCY; THENCE SOUTH 82 DEGREES 23 MINUTES 36 SECONDS WEST 100.00 FEET, TO A POINT OF CURVE; THENCE WESTERLY 130.82 FEET ALONG SAID CURVE, BEING THE ARC OF A CIRCLE OF 985.40 FEET RADIUS CONVEX SOUTHEASTERLY, TO A POINT OF TANGENCY; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 63.68 FEET, TO THE EAST LINE OF PHEASANT LAKE DRIVE AS DEDICATED IN PHEASANT LAKE UNIT 2, BEING A SUBDIVISION OF PART OF SAID EAST 1/2 OF THE SOUTHEAST 1/4; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 581.10 FEET ALONG SAID EAST LINE TO A POINT OF CURVE; THENCE SOUTHEASTERLY 219.87 FEET ALONG SAID CURVE, BEING THE ARC OF A CIRCLE OF 167.00 FEET RADIUS CONVEX SOUTHWESTERLY, TO THE SOUTHWEST CORNER OF LOT 122 IN SAID PHEASANT LAKE UNIT 1; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 201.07 FEET, TO THE NORTHWEST CORNER OF SAID LOT 122; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 271.15 FEET, TO THE NORTHEAST CORNER OF SAID LOT 122; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 208.44 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 122; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 125.00 FEET, TO THE HEREIN DESIGNATED POINT OF BEGINNING; AND ALSO: THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 34 IN PHEASANT LAKE UNIT 1, BEING A SUBDIVISION OF PART OF SAID EAST 1/2 OF THE SOUTHEAST 1/4; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 191.00 FEET ALONG THE EAST LINE OF HUMMINGBIRD DRIVE AS DEDICATED IN SAID PHEASANT LAKE UNIT 1, TO THE SOUTH LINE OF BLUEBIRD DRIVE AS DEDICATED IN SAID PHEASANT LAKE UNIT 1; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 607.64 FEET ALONG SAID SOUTH LINE, TO THE EAST LINE OF PHEASANT LAKE DRIVE AS DEDICATED IN SAID PHEASANT LAKE UNIT 1; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 191.60 FEET ALONG SAID EAST LINE, TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 34; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS EAST 748.32 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF 88TH AVENUE AS DEDICATED IN SAID PHEASANT LAKE UNIT 1; THENCE NORTH 00 DEGREES 00 MINUTES 32 SECONDS WEST 384.78 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 34; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 140.32 FEET, TO THE HEREIN DESIGNATED POINT OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS. PARCEL 6: LOT 58 IN PHEASANT LAKE UNIT 1, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS EXHIBIT "A": IS EXECUTED ON JULY 19, 1995.



 Vice President



 Asst. Secretary

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless, each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose of with the intention of binding said Trustee personally but are made and intended for the purpose of only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal responsibility is assumed by nor shall at any time be asserted or enforceable against Heritage Trust Company, under said Trust Agreement on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability if any, being expressly waived and released.

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