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SECOND MORTGAGE

THIS INDENTURE is made and entered into this 1st day of September, 1997, by and between James Limper and Catherine Limper, Mortgagor ("First Parties" or "Borrowers"), and Linda Limper-Brenner and George Brenner, Mortgagees ("Lenders").

WITNESSETH:

WHEREAS, First Parties have concurrently herewith executed a Secured Promissory Note (the "Note"), bearing even date herewith made payable on demand on or after December 31, 1999 to the order of Lender in the principal sum of FORTY THOUSAND AND NO/100 DOLLARS ($40,000.00) plus interest at the agreed rate of 5.3% per annum compounded daily from September 1, 1997 until the principal amount, together with accrued interest thereon, has been paid in full.

NOW, THEREFORE, to secure the payment of the Note and of any extension, renewal or other modifications thereof in accordance with the terms, provisions and limitations of this Second Mortgage, and also in consideration of the sum of One Dollar ($1.00) in hand paid, the receipt and sufficiency of which are hereby acknowledged, First Parties do, by these presents grant, remise, release, alien and convey unto Lender, its successors and assigns, the following described "Real Estate" situated, lying and being in Cook County, State of Illinois, to-wit:

(See Legal Description attached hereto as Exhibit A)

and commonly known as 810 Washington Street, Glenview, Illinois, which, with the property hereinafter described, is referred to herein as the "Premises";

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits hereto (which are pledged primarily and on a parity with said Real Estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled) and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, in-a-door beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said Real Estate and Premises whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the Premises by First Parties or their successors or assigns shall be considered as constituting part of the Real Estate and Premises.

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TO HAVE AND TO HOLD the Premises unto said Lender, its successors and assigns, forever, for the purposes, and upon the uses herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid (and whether under the Note or an extension, renewal or other modifications of the Note) shall be fully paid, and in case of the failure of First Parties, their successors or assigns, without Lenders' prior written consent, to: (a) promptly repair, restore or rebuild any buildings or improvements now or thereafter on the Premises that may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien; (c) pay when due any indebtedness that may be secured by a lien or charge on the Premises superior or subordinate to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such lien to Lenders or to the holders of the Note; (d) complete to the reasonable satisfaction of Lenders and the holders of the Note any building or buildings or other improvements now or before such date in the process of erection upon the Premises; (e) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof; (f) refrain from making material alterations in the Premises except as required by law or municipal ordinances; (g) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due or other taxes or charges arising or imposed upon this Indenture of the Note, and upon written request, to furnish to Lenders or to the holders of the Note duplicate receipts therefor; (h) pay in full under protest in the manner provided by statute, any tax or assessment that First Parties may desire to contest; (i) maintain Comprehensive Public Liability Insurance, Broad Form Boiler and Machinery Insurance, Business Interruption Insurance and such other insurance as Lenders or the holders of the Note may require, all of which insurance shall be in amounts as required by Lenders and the holders of the Note, and further keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning or windstorm and risks customarily covered by standard coverage endorsements together with an all perils endorsement, under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all of which insurance shall be in companies satisfactory to the Lenders and the holders of the Note, under insurance policies payable, in case of loss or damage, to Lenders for the benefit of the holders of the Note, such rights to be evidenced by the standard mortgage clause to be attached to each policy naming the Lenders and the holders of the Note as "loss payees", and to deliver all policies, including additional and renewal policies, to the Lenders or the holders of the Note, and in case of insurance about to expire, to deliver renewal policies not less than ten (10)

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days prior to the respective dates of expiration; (j) submit to Lenders and the holders of the Note quarterly and CPA audited annual financial statements of Borrowers within thirty (30) days of the end of any fiscal quarter and within ninety (90) days of the end of any fiscal year; THEN Lenders or the holders of the Note may, but need not, make any payment or perform any act herein before set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior or subsequent encumbrances, if any, and purchase, discharge, compromise, or settle any tax lien or other lien or title or claim thereof, or redeem from any tax sale or forfeiture moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Lenders or the holders of the Note to protect the Premises and the lien hereof, plus reasonable compensation to Lenders for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the same rate then in effect under the Note. Inaction of Lenders or the holders of the Note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. Lenders or the holders of the Note making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

3. At the option of Lenders or the holders of the Note and without notice to First Parties, its successors or assigns, all unpaid indebtedness secured by this Second Mortgage shall, notwithstanding anything in the Note or in this Second Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on or any other payment under the Note, or (b) in the event of the failure of First Parties or their successors or assigns to do any of the things specifically set forth in paragraph 1 hereof, or in the event of default in the terms and conditions of any instrument securing the Note or default in any other instrument which is secured by a lien or charge or claim against any part of the Premises, or if the Borrowers or any of them (i) admit in writing the inability to pay debts generally as they become due, (ii) file a petition in bankruptcy as a Debtor or seeking reorganization or an arrangement or otherwise to take advantage of any state or federal bankruptcy or insolvency law, (iii) make an assignment for the benefit of creditors, (iv) file a petition for or consents to the appointment of a receiver of any of Borrowers' assets or a part thereof, or (v) without such Borrowers' consent a petition in bankruptcy is filed against Borrowers or an order, decree or judgment is entered by a court of competent jurisdiction appointing a receiver over any of the property securing the

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Borrowers' obligations hereunder or under the Note seeking a reorganization or an arrangement of any of Borrowers under any bankruptcy or insolvency law, and such petition, order, decree or judgment is not vacated, set aside or stayed within sixty (60) days from the date of entry, and any of such defaults shall continue for three (3) days, said option to be exercised at any time after the expiration of said three (3) day period.

4. No remedy or right of Lenders or holders of the Note shall be exclusive of, but each such remedy or right shall be in addition to, every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise or omission to exercise of any remedy or right shall be construed to be a waiver of any such default or any acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Lenders or the holders of the Note. Lenders and the holders of the Note agree that without affecting the liability of any person for payment of the indebtedness secured hereby or affecting the lien of this Indenture upon the Premises or any part thereof, Lenders and the holders of the Note may at any time and from time to time, on request of the Borrowers or any of them, without notice to any person liable for payment of any indebtedness secured hereby, extend the time, or agree to alter the terms of payment of such indebtedness. Acceptance by Lenders or the holders of the Note of any payment in an amount less than the amount then due on said debt shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall continue to be a default. At any time thereafter and until the entire amount then due on the debt has been paid, Lenders shall be entitled to exercise all rights conferred upon them in this Indenture upon the occurrence of a default.

5. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Lenders or the holders of any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses that may be paid or incurred by or on behalf of Lenders or the holders of the Note, including without limitation, attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, and similar data and assurances with respect to title as Lenders or the holders of the Note may deem to be necessary either to prosecute such suit or to evidence to bidders at any sale that may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the Rate of Interest (as such term is defined in the Note), when paid or incurred by Lenders or

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the holders of the Note in connection with (a) any proceeding, including, without limitation, probate and bankruptcy proceedings, to which the Lenders or the holders of the Note shall be a party, either as plaintiff, claimant or defendant, by reason of the Second Mortgage or any indebtedness hereby secured; (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually suit or proceeding that might affect the Premises of the security hereof, whether or not actually commenced.

6. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including, without limitation, all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidence by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; and fourth, any remaining balance to First Parties, their legal representatives or assigns, as their rights may appear.

7. Upon, or at any time after the filing of a bill to foreclose this Second Mortgage, the court in which such bill is filed may appoint a receiver for the Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not and Lenders hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits from the Premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of any redemption, whether there be redemptions or not, as well as during any future time when First Parties, their successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers that may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the indebtedness secured hereby, or by any decree for foreclosing this Second Mortgage, or any tax, special assessment or other lien that may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

8. Lenders or the holders of the Note shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

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9. Lenders have no duty to examine the title, location, existence or condition of the Premises, nor shall Lenders be obligated to record this Second Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder and it may require indemnities satisfactory to it before exercising any power herein given.

10. Lenders shall release this Second Mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Second Mortgage has been fully paid and upon the payment of a reasonable fee (not to exceed $100.00) for such release, and Lenders may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produced and exhibit to Lenders the Note representing that all indebtedness hereby secured has been paid, which representation Lenders may accept as true without inquiry. Where a release is requested of a successor to Lenders, such successor may accept as the genuine Note herein described any note that bears a certificate of identification purporting to be executed by the Lenders hereunder or which conforms in substance with the description herein, it may accept as the genuine Note herein described any note presented which conforms in substance with the description herein contained of the Note and which purports to be executed on behalf of First Parties, and wherein release is requested of the original Lenders and it has never executed a certificate on any instrument identifying same as the Note described herein, it may accept as the genuine Note herein described any note presented which conforms in substance with the description herein contained of the Note and which purports to be executed on behalf of First Parties.

11. This Second Mortgage and the Note are not assumable and are immediately due and payable in full upon the sale, transfer, conveyance, assignment, mortgage, pledge, encumbrance or vesting of title of or to the Premises, or any portion thereof, in other than First Parties, except as otherwise agreed to in writing by the Lenders or the holders of the Note.

12. First Parties hereby waive any and all right of redemption from sale under any order or decree of foreclosure of this Second Mortgage to the extent allowed by any applicable law, on its own behalf and on behalf of each and every person.

13. In case the Premises, or any part thereof, are taken by eminent domain, Lenders and the holders of the Note are empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken, and in the event of a partial condemnation which does not prevent the remaining portions of the Premises from continuing to operate as a viable economic project so much of the condemnation money so received as may be required may be applied by Lenders or the holders of the Note, to the repair and restoration of any property so taken or damaged.

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14. First Parties agree to indemnify Lenders and the holders of the Note from all loss, damage and expense, including reasonable attorneys' fees, incurred in connection with any negotiations or any suit or proceeding in or to which Lenders or the holders of the Note may be involved or made a party in connection with the Note or this Indenture or for the purpose of protecting the lien of this Indenture.

15. First Parties agree that upon request of Lenders they will from time to time execute, acknowledge and deliver all such additional instruments and further assurances of title and will do or cause to be done all such further acts and things as may be reasonably necessary to effectuate the intent of this Indenture. First Parties within fourteen (14) days upon request in person or by mail by Lenders or the holders of the Note will furnish a duly acknowledge written statement setting forth the amount of the debt secured by this Indenture, the date to which interest has been paid and stating either that no offsets or defenses exist against the debt secured by this Indenture, or, if such offsets or defenses are alleged to exist, the nature thereof.

16. First Parties represent and agree that the proceeds of the Note secured by this Indenture will be used only for business residential purposes. First Parties further agree that the Note and this Indenture are to be construed and governed by the laws of the State of Illinois.

17. Each notice, demand, request and other communication in connection with this Indenture shall be in writing and shall be deemed to be given to and served upon the addressee thereof (i) upon actual delivery to the addressee designated below for the parties, respectively, or (ii) 72 hours after the deposit thereof in any main or branch United States Post Office, certified mail first class postage prepaid, addressed as follows:

(a) Notices to Lenders shall be addressed:

Linda Limper-Brenner
George Brenner
1927 Henley Street
Glenview, Illinois 60025

(b) Notices to the First Parties shall be given addressed as follows:

James and Catherine Limper
701 Lamon Avenue
Wilmette, Illinois 60091

By notice complying with this section each party may from time to time change the address to be subsequently applicable to it for the purpose of this Paragraph.

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18. First Parties further agree (a) time is of the essence and all time frames set forth herein or in the Note shall be strictly construed, applied and enforced, and (b) in the event any one or more of the provisions contained herein shall be for any reason be held to be invalid, illegal or unenforceable in any respect, such illegality or unenforceability shall, at the option of Lenders or the holders of the Note, not affect any other provisions hereof but this Indenture shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, First Parties have executed this Second Mortgage on the day and year first above written.

AGREED TO:

James Limper

James Limper

Catherine Limper

Catherine Limper

This instrument was prepared by: Tyrrel J. Penn, McFadden & Dillon, P.C., 135 South LaSalle, Suite 2110, Chicago, Illinois 60603

Mail to: Tyrrel J. Penn, McFadden & Dillon, P.C., 135 South LaSalle, Suite 2110, Chicago, Illinois 60603

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EXHIBIT A

PARCEL 1:

THE NORTH 50 FEET OF THE SOUTH 1/2 OF BLOCK 3 IN DEWE'S ADDITION TO THE GLENVIEW, A SUBDIVISION OF THE WEST 7 ACRES OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH OF AND ADJACENT TO PARCEL 1 IN DEWE'S ADDITION TO GLENVIEW, A SUBDIVISION OF PART OF THE WEST 7 ACRES OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 04-35-309-010

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STATE OF Illinois)
) ss.
COUNTY OF Cook)

I, Karen Desrochers, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that James Kimper and Catherine Kimper, who are personally know to me to be the same persons whose names are subscribed to the foregoing instrument, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of September, 1992.

Karen Desrochers
Notary Public

"OFFICIAL SEAL"

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