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CERTIFIED TRUE COPY



RIGHT OF FIRST REFUSAL TO REFINANCE

THIS RIGHT OF FIRST REFUSAL TO REFINANCE is made this 12th day of May 1998, by and between

WORLD WIDE FINANCIAL SERVICES, INC.,

("Lender"), with its principal offices at 555 South Old Woodward, 5th Floor, Birmingham, MI 48009 and

DANIEL H. THOMPSON and LORI A. THOMPSON

whose address is 303 OSWEGO PARK FOREST, ILLINOIS 60466

(collectively "Borrower").

Prior to the execution hereof, Lender has made a loan ("Mortgage Loan") to Borrower secured by a mortgage on real property in Exhibit A attached hereto.

NOW, THEREFORE, as an inducement by Borrower to Lender to make the Mortgage Loan and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, borrower agrees as follows:

1. In the event, for any reason whatsoever, Borrower desires to obtain a new loan to pay off the Mortgage Loan and obtains a proposal ("Commitment") from a third party to provide such loan which Borrower desires to accept, Borrower shall deliver to Lender a copy of the Commitment.
2. Within five (5) business days after Lender has received the Commitment, Lender may, at its option, make a written offer to Borrower to make such new loan on substantially the same terms and conditions as set forth in the Commitment. If Lender provides such written offer within such five (5) business days, Borrower shall reject the Commitment from the third party and consummate a new loan with Lender on the terms and conditions set forth in the Lender offer.

[CONTINUED ON NEXT PAGE]

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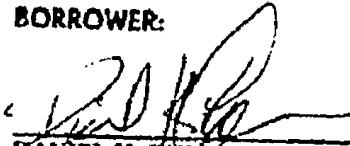
3. In the event, Lender does not deliver a written offer to Borrower as described above within such five (5) business days and the Borrower consummates the loan pursuant to the Commitment from the third party within forty-five (45) days after the expiration of such five (5) business days, Lender's right to make the new loan shall automatically terminate. In the event Lender does not make such written offer within such five (5) day period but Borrower does not consummate the loan in accordance with the Commitment from the third party within such forty-five (45) days, Lender shall continue to have all rights hereunder and Borrower shall continue to be obligated hereunder.
4. This Right of First Refusal to Refinance is not a commitment by Lender to make a subsequent loan to Borrower.

Signed the day and year first written above.

(All signatures in black ink and printed names below signature lines)

WITNESSES:

BORROWER:



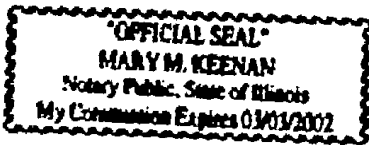
DANIEL H. THOMPSON



CORA A. THOMPSON

STATE OF IL)
COUNTY OF Cook) SS.

The foregoing instrument was acknowledged before me this 12th day of May, 1998 by the Borrower.





Notary Public

DRAFTED BY/RETURN TO:
Jack B. Wolfe, Esq.
World Wide Financial Services, Inc.
555 S. Old Woodward Ave., 5th Floor
Birmingham, MI 48009

rjr/ra Rev 3/98

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EXHIBIT A

Legal Description:

LOT 32 IN BLOCK 21 IN VILLAGE OF PARK FOREST AREA NUMBER 3, BEING A SUBDIVISION IN SECTION 36, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY ILLINOIS, ON OCTOBER 31, 1950, AS DOCUMENT 14940342 IN COOK COUNTY, ILLINOIS.

Handwritten: (K. #) 31-36-409-013

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