

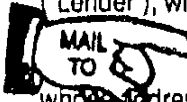
STCI 4/98

RIGHT OF FIRST REFUSAL TO REFINANCE

THIS RIGHT OF FIRST REFUSAL TO REFINANCE is made this 20th day of July 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



KENNETH STEPPE and DEBRA P. STEPPE

whose address is 1220 WEST 109TH PLACE CHICAGO, ILLINOIS 60621-43 *epf*

(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 payoff 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.

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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:

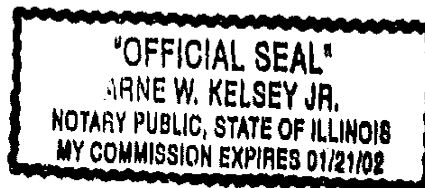
Kenneth Steppe
KENNETH STEPPE
Debra P. Steppe
DEBRA P. STEPPE

STATE OF Illinois)
COUNTY OF cook) SS.

The foregoing instrument was acknowledged before me this 20th day of July, 1998, by the Borrower.

Arne W. Kelsey Jr.
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



r/r/2a Rev.3/ 98

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EXHIBIT A

Legal Description:

LOT 40 IN MILLER'S SUBDIVISION OF BLOCK 9 IN STREET'S SUBDIVISION OF THE EAST
1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

25-17-320-034

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