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unpaid real estate taxes plus interest and fees related to the collection of said amount.

3. The Claimant has demanded that Buyer pay the amount of **\$890.89** as their prorata share of the 1997 real estate taxes pursuant to the attached Agreement but Buyer has failed and refused to do so.

4. Pursuant to the attached Agreement, the amount of **\$890.89** is owed to the claimant for unpaid real estate taxes on the Real Property.

5. In addition, interest on the unpaid taxes in the amount of 1.5% per month from the date of **11/6/98**, and fees also are owed claimant pursuant to the Agreement.

6. The Claimant now claims a lien upon the Real Property and improvements thereon in the total of **\$890.89 plus 1.5% per month from November 6, 1998 for interest, reasonable attorney's fees and costs related to collecting the amount due.**

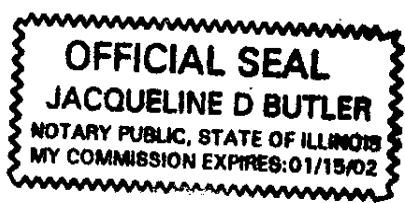
CLAIMANT: KIMBALL HILL, INC. (Seller)

Gene Rowehl
Title: Chief Financial Officer

Gene Rowehl being duly sworn, on oath deposes and states that he is Chief Financial Officer of Kimball Hill, Inc., Claimant herein, that he has read the forgoing claim, he knows the contents thereof and that the same is true in substance and fact.

Subscribed and sworn to before me this 30th day of April 19 99

Jacqueline D. Butler
Notary Public



REAL ESTATE TAX PRORATION AGREEMENT AND AUTHORIZATION

DATE: February 21, 1997 PIN # _____
SUBDIVISION/Bldg. 2, Unit 3, Elizabeth Place
PROPERTY ADDRESS: 5623 LAVENDER COURT, ROLLING MEADOWS, IL 60008

PRORATION AGREEMENT

1. Seller agrees to pay the real estate taxes for the years prior to the year of Closing for the property.
2. Purchaser and Seller agree to prorate the real estate taxes for the year in which the closing occurs for the Property when the tax bill is issued as follows:

(a) Undivided Bill: If the real estate tax bill is issued for an undivided tax parcel, rather than a tax bill attributable solely to the Purchaser's residence, then Seller agrees to pay the real estate tax bill when due. Purchaser agrees to reimburse Seller for Purchaser's prorata share of the tax bill calculated from the day of closing to the end of the tax year and agrees to be responsible for the portion of the real estate taxes which may accrue by reason of the new improvements attributable to the Purchaser's newly constructed residence as calculated by Seller. Seller agrees to submit to Purchaser a tax proration statement setting forth Purchaser's portion and Purchaser agrees to pay the proration amount to Seller within 14 (day) after receipt of the Seller's proration statement to the address indicated in Subparagraph (b) below.

(b) Divided Bill: If the real estate tax bill is solely attributable to Purchaser's unit, then Purchaser agrees to pay the tax bill when due. Seller agrees to reimburse Purchaser for Seller's prorata share of the tax bill. Seller's share of the proration shall be calculated from the first day of the year to the date of closing and shall include improvements to the property attributable to that period, if any, based on the Seller's calculations. Purchaser shall send a copy of the tax bill and proof of payment to Seller at the following address as a condition for reimbursement:

KIMBALL HILL, INC.
P.O. BOX 8273
ROLLING MEADOWS, IL 60008

Reimbursements require four to six weeks for processing.

AUTHORIZATION

Purchaser hereby authorizes and directs Purchaser's lender to remit Purchaser's tax proration directly to Seller from the lender's escrow account upon receipt of the tax proration statement from Seller. In the event Purchaser does not make said tax payment promptly, Seller shall have the right to file a lien against Purchaser's residence in the amount of said taxes set forth on Seller's proration statement, plus interest, reasonable attorney fees and costs related to the collection of the amount due.

SELLER:

Kimball Hill, Inc., an Illinois Corporation

By: Michelle Chappella
Agent for Kimball Hill, Inc.

PURCHASER:

By: Jacqueline K. Mitchell
By: _____