United States District Court
Middle District of Florida

UNITED STATES OF AMERICA
v.

GHASSAN ZAYED BALLUT,
Defendant

AGREEMENT TO FORFEIT PROPERTY

Case Number: 8:03-CR-77-T-30TBM

We, the undersigned, HANAN A. BALLUT and KHALID A. SHAQILDI, acknowledge pursuant to 18 U.S.C. §3142(c)(1)(B)(xi) in consideration of the release of the defendant that we and our personal representatives jointly and severally agree to forfeit to the United States of America the following property:

Lots 2324204020, 2324204021, 2324204022, 2324204023, 2324204024, and 2324204025, known as the 112th Street Shopping Plaza, located at 11130-50 South Harlem Avenue, Worth, Cook County, Illinois 60482,

and there has been posted with the court the following indicia of our ownership of the property:

The title deed of the same property in our names.

We further declare under penalty of perjury that we are the sole owners of the property described above and that the property described above is not subject to any lien, encumbrance, or claim of right or ownership except our own, that imposed by this agreement, and those listed below:

Palos Bank and Trust Company, 12600 South Harlem Avenue, Palos Heights, Illinois 60453

and that we will not alienate, further encumber, or otherwise willfully impair the value of our interest in the property.

The conditions of this agreement are that the defendant, GHASSAN BALLUT, is to appear before this court and at such other places as the defendant may be required to appear, in accordance with any and all orders and directions relating to the defendant's appearance in this case, including appearance for violation of a condition of defendant's release as may be ordered or notified by this court or any other United States Court to which the defendant may be held to answer or the cause transferred. The defendant is to abide by any judgment entered in such matter by surrendering to serve any sentence imposed and obeying any order or direction in connection with such judgment.

It is agreed and understood that this is a continuing agreement (including any proceedings on appeal or review) which shall continue until such time as the undersigned are exonerated.

If the defendant appears as ordered or notified and otherwise obeys and performs the foregoing conditions of the agreement, then this agreement is to be void, but if the defendant fails to obey or perform any of these conditions, the property described in this agreement shall immediately be forfeited to the United States. Forfeiture under this agreement for any breach of its conditions may be declared by any United States District Court having cognizance of the above entitled matter at the time of such breach, and if the property is forfeited and if the forfeiture is not set aside or remitted, judgment may be entered upon motion in such United States District Court against each debtor jointly and severally for forfeiture of the property together with interest and costs, and execution may be issued and the property secured as provided by the Federal Rules of Criminal Procedure and any other laws of the United States of America.

This agreement is signed on April 25th, 2003, at Cook County, State of Illinois.

Defendant Ghassan Ballut Address 8018 Nottingham Rd Tinley Park.
Owners Khaled Shaqildi Address 5310 S. Westmorland Chgo Ill. 60609
Hanan Ballut Address 8018 Nottingham RD. Tinley Park Il 60477

Before me the undersigned authority personally appeared HANAN A. BALLUT and KHALID A. SHAQILDI, who are personally known to me or who presented for identification, and who swore or affirmed under oath that the foregoing is true and correct to the best of their knowledge and belief. Subscribed and sworn this 25th day of April, 2003.

Approved: Mark A. Rizzo
(Judicial Officer)

Patricia Diaz
Notary Public
My commission expires: Sept, 17, 2003

"OFFICIAL SEAL"
PATRICIA DIAZ
Notary Public, State of Illinois
My Commission Expires Sept. 17, 2003

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RECORDATION REQUESTED BY:
PALOS BANK AND TRUST COMPANY
12600 S. HARLEM AVENUE
PALOS HEIGHTS, IL 60463

WHEN RECORDED MAIL TO:
PALOS BANK AND TRUST COMPANY
12600 S. HARLEM AVENUE
PALOS HEIGHTS, IL 60463

We certify that this is a true, correct, and accurate copy of the original instrument.
CHICAGO TITLE AND TRUST COMPANY
BY

COPY

FOR RECORDER'S USE ONLY

This Mortgage prepared by:
PALOS BANK AND TRUST COMPANY
12600 SOUTH HARLEM AVENUE
PALOS HEIGHTS, IL 60463

MORTGAGE

MAXIMUM LIEN. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed $295,000.00.

THIS MORTGAGE dated February 10, 2003, is made and executed between PALOS BANK AND TRUST COMPANY, not personally but as Trustee on behalf of PALOS BANK AND TRUST COMPANY UNDER TRUST AGREEMENT DATED 1/3/03 AND KNOWN AS TRUST #1-5574, whose address is 12600 S. HARLEM AVE, PALOS HEIGHTS, IL 60463 (referred to below as "Grantor") and PALOS BANK AND TRUST COMPANY, whose address is 12600 S. HARLEM AVENUE, PALOS HEIGHTS, IL 60463 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to Grantor pursuant to a Trust Agreement dated January 3, 2003 and known as PALOS BANK AND TRUST COMPANY UNDER TRUST AGREEMENT DATED 1/3/03 AND KNOWN AS TRUST #1-5574, mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in COOK County, State of Illinois:**

LOTS 21, 22, 23, 24, 25 AND 26 IN ARTHUR DUNAS' HARLEM AVENUE ADDITION, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 11136-50 SOUTH HARLEM AVE, WORTH, IL 60482. The Real Property tax identification number is 23-24-204-020-0000; 23-24-204-021-0000; 23-24-204-022-0000; 23-24-204-023-0000; 23-24-204-024-0000 AND 23-24-204-025-0000

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer

resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or

if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds $5,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds $5,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall

furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) 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. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain

proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or

desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

REINSTATEMENT OF SECURITY INTEREST. If 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 Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage 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 Mortgage.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

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 or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Mortgage or any related document.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and

effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of the Trust, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor'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 Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, 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 any Event of Default.

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

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If such a failure is curable and if Borrower or Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Borrower or Grantor, 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.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, 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 Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, 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 may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. 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 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 Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy 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 foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

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

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by, construed and enforced in accordance with federal law and the laws of the State of Illinois. This Mortgage has been accepted by Lender in the State of Illinois.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of COOK County, State of Illinois.

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage 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 Borrower and Grantor signing below is responsible for all obligations in this Mortgage.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given 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 Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any

other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage 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 Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

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

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

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 Mortgage.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

Grantor's Liability. This Mortgage is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that with the exception of the foregoing warranty, notwithstanding anything to the contrary contained herein, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements made in this Mortgage on the part of Grantor, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of Grantor, are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by Grantor or for the purpose or with the intention of binding Grantor personally, and nothing in this Mortgage or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other Indebtedness under this Mortgage, or to perform any covenant, undertaking, or agreement, either express or implied, contained in this Mortgage, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Mortgage, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any Indebtedness shall look solely to the Property for the payment of the Note and Indebtedness, by the enforcement of the lien created by this Mortgage in the manner provided in the Note and herein or by action to enforce the personal liability of any Guarantor or obligor, other than Grantor, on the Note.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means any and all persons and entities signing the Note.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes,

regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means PALOS BANK AND TRUST COMPANY, not personally but as Trustee under that certain Trust Agreement dated January 3, 2003 and known as trust number 1-5574. The Grantor is the mortgagor under this Mortgage.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means PALOS BANK AND TRUST COMPANY, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated February 10, 2003, **in the original principal amount of $295,000.00** 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. The interest rate on the Note is 6.750%. Payments on the Note are to be made in accordance with the following payment schedule: in 59 regular payments of $2,259.88 each and one irregular last payment estimated at $256,113.29. Borrower's first payment is due March 10, 2003, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on February 10, 2008, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. The maturity date of this Mortgage is February 10, 2008.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described

in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means PALOS BANK AND TRUST COMPANY, whose address is 12600 S. HARLEM AVE, PALOS HEIGHTS, IL 60463, and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

PALOS BANK AND TRUST COMPANY UNDER TRUST AGREEMENT DATED 1/3/03 AND KNOWN AS TRUST #1-5574 AND NOT PERSONALLY:

By: _____
Authorized Signer for PALOS BANK AND TRUST COMPANY UNDER TRUST AGREEMENT DATED 1/3/03 AND KNOWN AS TRUST #1-5574
Mary Kay Burke, Trust Officer

By: _____
Authorized Signer for PALOS BANK AND TRUST COMPANY UNDER TRUST AGREEMENT DATED 1/3/03 AND KNOWN AS TRUST #1-5574
Julie Winistrofer, Asst. L.T.O.

This document is made by PALOS BANK AND TRUST COMPANY, as Trustee and is accepted upon the express understanding that PALOS BANK AND TRUST COMPANY enters into same not personally, but only as Trustee, and that, anything herein to the contrary notwithstanding, each and all of the representations, warranties, cov[illegible] agreements and undertakings herein contained or [illegible] as the personal representations, warranties, cov[illegible] of PALOS BANK AND TRUST COMPANY, or [illegible] binding only that portion of the Trust Property d[illegible] and that no personal liability is assumed by, nor shall be asserted against, PALOS BANK AND TRUST COMPANY because of or on account of any representation, warranty, covenant, agreement or undertaking herein contained, all such liability, if any, being expressly waived and released.

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) **SS**
COUNTY OF Cook)

On this 7th day of February , 2003 before me, the undersigned Notary Public, personally appeared Mary Kay Burke, Trust Officer and Julie Winistrofer Asst. Land Trust Officer
, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the and acknowledged the to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this and in fact executed the on behalf of the trust.

By Sherri Clark **Residing at** 12600 S. Harlem Ave., Palos Heights

Notary Public in and for the State of Illinois

My commission expires 4/23/05

"OFFICIAL SEAL"
SHERRI CLARK
Notary Public, State of Illinois
My Commission Expires 04/23/05

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CHICAGO TITLE AND TRUST COMPANY

171 NORTH CLARK
CHICAGO, IL 60601

ESCROW TRUST DISBURSEMENT STATEMENT

DISBURSEMENT DATE: February 10, 2003

REFER TO: VIOLET GONZALES
PHONE: (312)223-2828
FAX: (312)223-2108

ESCROW TRUST NO. D2023015365-001

TITLE ORDER NO. 01410-008069237

PARTIES:
ROBERT N. HUTCHISON
FRED M. CAPLAN
RUSS HOLLINDER

RECEIPTS:

02/10/03	HANAN BALLUT --BUYERS FUNDS		32,000.00
02/10/03	KHALED SHAQILDI --BUYERS FUNDS		10,000.00
02/10/03	KHALED SHAQILDI --BUYERS FUNDS		5,000.00
02/10/03	KHALED SHAQILDI --BUYERS FUNDS		5,000.00
02/10/03	PALOS BANK AND TRUST COMPANY --LOAN PROCEEDS		283,858.22
02/10/03	HANAN BALLUT --BUYERS FUNDS		25,900.00
02/10/03	KHALED SHAQILDI --BUYERS FUNDS		100,000.00
02/10/03	HANAN BALLUT --BUYERS FUNDS		62,500.00
		$	524,258.22

DISBURSEMENTS:

01)	PRORATIONS/CREDITS - Seller		
	EARNEST MONEY	6,500.00-	
	TAX PRORATION(1)	48,348.85-	
	TAX PRORATION(2)	5,702.69-	
	RENTS	7,158.27-	
	SECURITY DEPOSIT	6,403.00-	
	TOTAL PRORATIONS	74,112.81-	
	PURCHASE PRICE	595,000.00	
	ADJUSTED PURCHASE PRICE	$520,887.19	$520,887.19
02)	CHICAGO TITLE AND TRUST COMPANY - Seller's Charges		
	Re: Title Order No. 01410-008069237		
	ESCROW FEE	365.00	
	NY CLOSING FEE	125.00	
	TITLE INSURANCE	1,305.00	
	HANDLING FEE	25.00	
	TRANSFER TAX	595.00	
	COUNTY TAX	297.50	
		$2,712.50	$2,712.50
03)	COMMERCIAL GROUP R.E. BALANCE OF BROKER'S COMMISSION	23,250.00	$23,250.00

VG2 02/10/03 11:31

04)	COOK COUNTY COLLECTOR 2002-1ST PYMNT AS TO 23-24-204-020	4,047.45	
			$4,047.45
05)	COOK COUNTY COLLECTOR 2002-1ST PYMNT AS TO 23-24-204-021	4,047.45	
			$4,047.45
06)	COOK COUNTY COLLECTOR 2002-1ST PYMNT AS TO 23-24-204-022	4,047.45	
			$4,047.45
07)	COOK COUNTY COLLECTOR 2002-1ST PYMNT AS TO 23-24-204-023	4,047.45	
			$4,047.45
08)	COOK COUNTY COLLECTOR 2002-1ST PYMNT AS TO 23-24-204-024	4,047.45	
			$4,047.45
09)	COOK COUNTY COLLECTOR 2002-1ST PYMNT AS TO 23-24-204-025	2,786.04	
			$2,786.04
10)	CHICAGO DEFERRED EXCHANGE CORPORATION PAYMENT AS DIRECTED	471,901.40	
			$471,901.40
11)	NET PROCEEDS TO SELLER		$0.00
12)	PRORATIONS/CREDITS - Buyer		
	EARNEST MONEY	6,500.00	
	TAX PRORATION(1)	48,348.85	
	TAX PRORATION(2)	5,702.69	
	RENTS	7,158.27	
	SECURITY DEPOSIT	6,403.00	
	TOTAL PRORATIONS	74,112.81	
	PURCHASE PRICE	595,000.00	
	ADJUSTED PURCHASE PRICE	$520,887.19	$520,887.19
13)	CHICAGO TITLE AND TRUST COMPANY - Buyer's Charges		
	Re: Title Order No. 01410-008069237		
	ESCROW FEE	365.00	
	NY CLOSING FEE	125.00	
	TITLE INSURANCE - COMMITMENT UPDATE FEE	40.00	
	LOAN POLICY	220.00	
	ENDORSEMENTS - EPA & COMP	125.00	
	HANDLING FEE	25.00	
	RECORDING DEED	26.00	
	RECORDING MORTGAGE	50.00	
	RECORDING ASSIGNMENT	40.00	
	ABI-FACSIMILE	51.00	
		$1,067.00	$1,067.00
14)	FRED M. CAPLAN ATTORNEY FEES & COSTS	2,200.00	
			$2,200.00

15) PALOS BANK & TRUST COMPANY, TR#1-5574	
TOTAL DISBURSEMENT AMOUNT	$524,154.19
TOTAL BUYER RECEIPTS	$524,258.22
OVERDEPOSIT TO BUYER	$104.03

DISBURSEMENTS APPROVED:

2/10/03
DATE FOR SELLER

DATE FOR LENDER

DATE

2-10-03
DATE FOR CHICAGO TITLE AND TRUST

FOR BUYER

DEED IN TRUST
WARRANTY DEED

THIS INDENTURE WITNESSETH, That the Grantor, **SHEEHAN FAMILY LIMITED PARTNERSHIP** of the County of **DuPage** and for and in consideration of **TEN($10.00)** Dollars, and other good and valuable considerations in hand, paid, Convey(s) and Warrant(s) unto the **PALOS BANK AND TRUST COMPANY,** an Illinois Banking Corporation of the United States of America, as Trustee under the provisions of a Trust Agreement dated the **3rd** day of **January** 20 **03** and known as Trust Number **1-5574** the following described real estate in the County of **Illinois** and the State of Illinois, to-wit: **Lots 21, 22, 23, 24, 25 and 26 in Arthur Dunas' Harlem Avenue Addition, being a Subdivision in the Northeast 1/4 of Section 24, Township 37 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois*****

SUBJECT TO: General real estate taxes for the year 2002 and subsequent years; existing leases and tenancies; covenants, conditions and restrictions of record; private, public and utility easements; roads and highways.

23-24-204-020; 23-24-204-021; 23-24-204-022; 23-24-204-023; 23-24-204-024; 23-24-204-025

Permanent Index Nos:

Common Address: **11136-11150 South Harlem Avenue, Worth, IL 60482**

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said premises or any part thereof and to resubdivide said Property as often as desired, to contract to sell, to grant options, to sell on any terms, to convey either with or without consideration to donate, to dedicate, to mortgage, pledge or otherwise encumber; to lease said property, or any part thereof, from time to time, by leases to commence in praesenti or in futuro, and upon any terms and for any period of time, not exceeding 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter; to partition to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about said premises and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party, to whom said premises, or any part thereof, shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, and in no case shall any party dealing with said trustee in relation to said premises, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said premises or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged

to inquire into the necessity or expediency of any act of said trustee, or be privileged or obliged to inquire into any of the terms of said agreement.

The interest of each and every beneficiary hereunder and of all persons claiming under them, is hereby declared to be personal property and to be in earning avails and proceeds arising from the disposition of the premises; the intention hereof being to vest in the said PALOS BANK AND TRUST COMPANY the entire legal and equitable title in fee, in and to all of the premises above described.

This conveyance is made upon the express understanding and condition that neither PALOS BANK AND TRUST COMPANY individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgement or decree for anything it or they or us or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto or for injury to person or property happening in or about said real estate, any all such liability being hereby expressly waived and released. Any contract, obligations or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under Trust agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this deed.

And the said grantor (s) hereby expressly waive (s) and release (s) any and all right or benefit under and by virtue of any an all statutes of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof the grantor (s) aforesaid has (ve) hereunto set (his) (her) (their) hand and seal (s) this 10 day of **February** , 20 **03**

(SEAL) (SEAL)

(SEAL) Sara Sheehan (SEAL)

Sara Sheehan, Member Sheehan Family L.L.C.
General Partner of Sheehan FamilyLimited Partnership

State of IL)
County of Cook)

I, THE UNDERSIGNED a Notary Public in and for said County, in the state aforesaid, do hereby certify that **Sara Sheehan**

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that **she** signed, sealed and delivered the said instrument as **her** free and voluntary act, for the users and purposes therein set forth, including the release and waiver of the right of homestead.

Given my hand and notarial seal this 10th day of **February** 20**03**

"OFFICIAL SEAL"
VIOLETA GONZALES
Notary Public, State of Illinois
My Commission Expires 6/12/04

Notary Public

COUNTY — ILLINOIS TRANSFER STAMPS
EXEMPT UNDER PROVISIONS OF PARAGRAPH
_____ SECTION 4, REAL ESTATE TRANSFER ACT
DATE: 2/10/03

Buyer, Seller or Representative

Mail Tax Bills To
K A. SHAQILO
13736 S. TEAKWOOD
HOMER GLEN, IL 60441

Mail to: Grantee's Address

This instrument was prepared by:
Robert N. Hutchison
547 South LaGrange Rd., LaGrange, IL 60525

Palos Bank and Trust
TRUST AND INVESTMENT DIVISION
12600 South Harlem Avenue / Palos Heights, Illinois 60463
(708) 448-9100

SUMMARY COMPLETE APPRAISAL REPORT

OF

11136-50 South Harlem Avenue
Worth, Illinois 60482

Permanent Index Numbers

23-24-204-020-0000
23-24-204-021-0000
23-24-204-022-0000
23-24-204-023-0000
23-24-204-024-0000
23-24-204-025-0000

January 12, 2003

Mr. Russ Hollender
Palos Bank and Trust
12600 South Harlem Avenue
Palos Heights, Illinois 60463

Reference The Appraisal Of: **11136-50 South Harlem Avenue**
Worth, Illinois 60482
Permanent Index Numbers: **23-24-204-020-0000, 23-24-204-021-0000,**
23-24-204-022-0000, 23-24-204-023-0000,
23-24-204-024-0000, and 23-24-204-025-0000

Dear Mr. Hollender:

Pursuant to your request, I have prepared a summary complete appraisal report of the property located at the above-referenced address.

This is a summary appraisal report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a summary appraisal report. As such, it presents only summary discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for its intended use. The appraiser is not responsible for unauthorized use of this report.

The property consists of a 39-year-old, one-story, masonry constructed, six-unit strip shopping center type building, containing an aggregate above-grade floor area of 7,312 square feet. The improvements are situated on an 18,615 square-foot site.

Market value, as used in this appraisal report, is defined as:

> The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;

2. both parties are well-informed or well-advised, and acting in what they consider their best interests;

3. a reasonable time is allowed for exposure in the market;

4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and

5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale (Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions [f]).

I have made an interior and exterior inspection of the subject property, and have made a thorough investigation and analysis in order to arrive at a sound opinion of its market value.

In my opinion, the market value of the fee simple interest in the subject property, as is, as of January 12, 2003, was: $640,000.

Respectfully submitted,
FITZGIBBONS & ASSOCIATES

Edward B. Fitzgibbons
Certified Real Estate Appraiser
License No. 156-001002
Expires: 09/30/2003

HIGHEST AND BEST USE

AS IMPROVED:	"as is"
AS VACANT:	Construction of a commercial type building.

APPRAISAL INDICATORS

LAND VALUE:	$205,000
COST APPROACH:	$645,000
INCOME CAPITALIZATION APPROACH:	$618,000
SALES COMPARISON APPROACH:	$638,000
RECONCILED OPINION OF VALUE "AS IS":	$640,000
ESTIMATED MARKETING TIME:	90 to 180 days
EFFECTIVE DATE OF VALUE:	The effective date of this appraisal is January 12, 2003, and is subject to market influences and economic conditions that existed on that date. According to The Appraisal of Real Estate (Eleventh Ed., P. 84) "...an estimate of value is considered valid only for the exact date specified."
DATE OF INSPECTION:	January 7, 2003

RECONCILIATION AND VALUE CONCLUSION

The property consists of a 39-year-old, one-story, masonry constructed, six-unit strip shopping center type building containing an aggregate above-grade floor area of 7,312 square feet. The improvements are situated on an 18,615 square-foot parcel of land, located in Worth, Illinois.

Analysis of the subject property by the cost approach, income capitalization approach, and the sales comparison approach has resulted in the following range in value indications as of January 12, 2003:

Cost Approach	**$645,000**
Income Capitalization Approach	**$618,000**
Sales Comparison Approach	**$638,000**

The cost approach reflects the value of the subject property based on an analysis of the current reproduction cost of the subject improvements, less the estimated physical depreciation, functional obsolescence, and external obsolescence, plus the estimated market value of the site (as vacant), as indicated by a market analysis of comparable vacant properties. This approach to value provides an excellent method of estimating the value of recently constructed properties; however, for properties such as the subject, there are inherent difficulties in estimating accrued depreciation and remaining economic life. The cost approach generally provides a reasonable estimate of value and was given consideration in the final analysis.

The income capitalization approach reflects the value of the subject property, based upon its income-producing capability. The theory of the income capitalization approach is that the current value of a property is reflected by the present worth of the benefits it will produce over its remaining economic life. An analysis of the available market data indicates that properties of this type are either owner/user properties or investment properties. The value indicated by this approach is therefore based upon an investment analysis and reflects what a purchaser/investor would pay predicated upon the property's net income-producing capabilities. Real estate investors base their decisions upon economic factors that are market oriented, and are concerned with the net income and its durability. Depreciation in the form of tax shelter is usually considered independently of the real estate by each investor as it applies to his/her financial status. When properties of this type are purchased for investment purposes, the value indicated by the income capitalization approach is given primary consideration by the investor. The value indicated by the income capitalization approach was afforded substantial consideration in the final analysis.

The sales comparison approach reflects the value of the subject property based upon an analysis of recent sales of similar improved properties within the subject area. The sales comparison approach is considered to be an important approach to value because it reflects the action of buyers and sellers of comparable properties, including both owner/user and investor. It also exemplifies the basic principle of substitution which states that no purchaser will pay more for a property than the cost of acquiring a comparable property. This approach reflects current market conditions as viewed by owner/users together with a cross section of investors in various brackets having varying tax shelter and equity return requirements.

Since the sales comparison approach reflects the action of both user/purchasers and investors in the market, it was afforded primary consideration in the final analysis.

Therefore, based upon the analysis of the aforementioned approaches to value and data contained in this report, it is my opinion that the market value, of the fee simple interest of the subject property, as is, as of January 12, 2003 was:

$640,000

I hereby certify that I have personally examined the property described in another part of this report and it is my opinion that the market value of the fee simple interest of the subject property, as of January 12, 2003 was:

$640,000

Respectfully submitted,
FITZGIBBONS & ASSOCIATES

Edward B. Fitzgibbons
Certified Real Estate Appraiser
License No. 156-001002
Expires: 09/30/2003