

Mail to

America Financial Group, Inc.

2250 E. Devon Avenue, Suite 239
Des Plaines, Illinois 60018
(708) 635-0400, FAX (708) 635-6772

For all of your real estate financing.

94024975

LOAN APPLICATION

The undersigned, Douglas V. Stenoien, "Borrower") hereby applies for and agrees to accept a Real Estate Mortgage Loan through America Financial Group, Inc. and its correspondent lender/investor and/or its assignee subject to the following terms and conditions:

The terms and conditions of the Loan applied for are as follows:

LOCATION:	Broadmoor Golf & Country Club, Merriville, Indiana
DESCRIPTION	Country Club & Golf Course
LOAN AMOUNT:	\$2,650,000
TERMS:	7 Years
AMORTIZED:	25 Years
INTEREST RATE:	9% to 10.5% Maximum
PREPAYMENT:	3-2-1

STATE OF INDIANA/S.S.M.D.
 LAKE COUNTY
 FILED FOR RECORD
 APR 4 3 07 PM '94
 SARA J. COLLICH
 RECORDER



(a) A first, sole and prior mortgage or deed of trust on the property containing a due-on-sale clause (which shall include any direct or indirect change in legal ownership of Beneficiary except that among the members of a Partner's immediate family) and in form (individually or collectively, the "Mortgage") executed by Borrower for the purpose of encumbering the fee title to the Property, Borrower shall also execute and deliver to Lender either one or more separate security agreements or one or more security agreements included in the Mortgage granting Lender a first priority security interest in the Personal Property owned by Borrower, to be perfected by the filing of appropriate Uniform Commercial Code financing statements.

(b) A promissory note in the amount of the Loan Amount from Borrower to Lender in form and substance reasonably satisfactory to Lender and Borrower ("Note").

(c) Lender shall receive, in form and content satisfactory to Lender, a present assignment of Borrower's interest in all rents, leases, income and profits derived from any portion of the Property and a collateral assignment of Borrower's interest in all contracts, warranties and licenses relating to the operation of the property.

SEE LEGAL EXHIBIT ATTACHED

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These assignments shall provide for exercise only in the event of default under the terms of the Note and/or Mortgage, and shall grant the right but not the obligation to Lender to perform as Lessor, Manager or otherwise, as applicable.

(d) The security also includes all fixtures now or hereafter installed or placed by Borrower in or on the Property, all other tangible personal property or whatsoever kind owned by Borrower's rights, title and interest in all intangible personal property of whatsoever kind related in any way to the operation of the Property (all such fixtures, personal property both tangible and intangible, is hereinafter referred to as the "Personal Property").

(e) Beneficiary shall execute and deliver to Lender, a Collateral Assignment of 100 percent of its Beneficial Interest in the Trust (including the power of direction), which shall contain a covenant that such beneficiary thereof shall not further assign, collaterally, outright or otherwise, its beneficial interest without the consent of Lender and which shall be satisfactory to Lender in form and substance.

COMMITMENT FEE

One percent (1%) of the loan amount (which includes a portion of Lender's Commitment fee) or \$26,500.00 will be due and payable at time of acceptance of the Loan Commitment. This executed Loan Application shall serve as a Irrevocable Letter of Direction to Lender and/or its escrowee to pay the above amount directly to the account of America Financial Group, Inc. and/or nominee out of the first available proceeds of the loan.

GOOD FAITH ESTIMATE

Thirteen Thousand Dollars (\$13,000.00) (1/2 point) shall be deposited with America Financial Group, Inc. at the time this Loan Application is executed. This good Faith Deposit shall be credited towards the total points due. If no commitment is issued within 30 days, this deposit shall be refunded, less reasonable expenses. Upon issuance of the commitment, the Good Faith Deposit shall be deemed earned.

APPRAISAL

An M.A.I. Appraisal satisfactory to Lender will be required at Borrower's expense.

RECOURSE

This will be a non-recourse loan except as provided below. The loan documents will provide that if Lender recovers a money judgment against the Borrower with respect to the Note or Mortgage, or any other liability arises against Borrower with respect to the Note or Mortgage, such judgment or other liability shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levy thereon against, or otherwise satisfied out of, the right, title and interest of Borrower in the Property.

However, nothing in the above paragraph shall in any way limit the personal liability of the Borrower to Lender for any violations of the provisions of the Mortgage relating to environmental matters or loss occasioned by fraud, willful misrepresentation of a material fact or proceeds and rents collected after default.

DISBURSEMENT: -- Immediate disbursement.

ASSUMABILITY

The Mortgage shall include a provision to the effect that the loan may be assumed by a bonafide purchaser for value, subject to the payment of an assumption fee of One Percent (1%) and the payment of such other costs as are incurred by Lender in connection with the approval and documentation of said assumption. The loan shall not be assumable as to any purchaser who, in the sole reasonable discretion of the Lender, is disruptable or who does not otherwise satisfy the reasonable requirements of Lender then in effect.

No assumption of this Loan shall be permitted if the loan is in any respect in default of if Lender, upon completion of its due diligence review at the time of the proposed assumption, determines that the property would not meet Lender's standard lending criteria then in effect.

Borrower or Borrower's beneficiaries will have the right, without triggering any due-on-sale clause, to transfer title to the property or the beneficial interest in the land trust holding title to and among (1) related corporate entities effectively controlled by Borrower; (2) members of Borrower's immediate family; (3) the estate of members of Borrower's Immediate family or trust created for their benefit. Additionally, no due-on-sale clause should be triggered if shares of stock or interest in entities are transferred so long as the Borrower's family has effective control of the Property or entity controlling the property.

INSURANCE

Evidence that the Property is covered by policies of public liability insurance and fire and extended coverage property damage insurance in amounts, policy forms and providing coverage satisfactory to Lender, including, but not limited to, all risk insurance.

Such insurance shall be in force at all times during the term of the Note, in such amounts as Lender shall require, providing (in the case of fire and extended coverage insurance) full extended coverage in the amount equal to the full replacement value of all improvements to the Property, without deducting for depreciation, containing waiver of subrogation clauses, and naming Lender under a standard mortgage clause or otherwise insuring Lender's interest in the Property.

All insurance shall be issued by a company with a policy rating of "A" or better, and financial rating of Class "X" or better, by the most current edition of Best's Insurance Reports and authorized to do business in the Lender's state. Lender also requires evidence of rental insurance for all times during the period that the Note is outstanding equal to the annual debt service for the Mortgage, and operating expenses for the Property, and evidence satisfactory to Lender of one of the following:

- (a) Flood insurance, required by and obtainable through the National Flood Insurance Program, has been obtained and is sufficient to cover any damage which may reasonably be anticipated in the event of flood or
- (b) That no portion of the property is affected by the 100 year flood plain.

DOCUMENTS

Borrower agrees to furnish title documents, judgment lien searches, copies of permits, licenses, appraisal, proof of utility availability, trust agreements, partnership agreements, corporate documentation and such other additional information and documents as Lender considers necessary to consummate the transactions contemplated hereby and also agrees to execute and deliver such instruments as Lender or its legal counsel deems necessary to consummate this transaction.

ENVIRONMENTAL REPORT: Required by Lender, at Borrower's expense.

SPECIAL CONDITIONS

- (1) Loan amount shall not exceed 75% of M.A.I. appraisal.

LEGAL DESCRIPTION - BROADMOOR COUNTRY CLUB:

All that part of the Northeast Quarter of Section 24, Township 35 North, Range 9 West of the 2nd P.M., lying East of the East right-of-way line of the Chicago and Erie R.R. and that portion of the Northwest Quarter of Section 19, Township 35 North, Range 8 West of the 2nd P.M., lying North of the North right-of-way line of Highway U.S. 30 and lying East of the East right-of-way line of the Chicago and Erie R.R., except the following described parcel: A part of the Northwest Quarter of Section 19, Township 35 North, Range 8 West of the 2nd P.M., more particularly described as commencing at a point on the East Line, 1702.30 feet South of the Northeast corner of the Northwest Quarter; thence West for a distance of 610.28 feet; thence South 19 degrees 40 minutes 00 seconds West for a distance of 513.66 feet to the existing North Line of Lincoln Highway; thence South 77 degrees 16 minutes 00 seconds East along the North Line of Lincoln Highway for a distance of 516.10 feet; thence North for a distance of 174.0 feet; thence East for a distance of 230.0 feet to the East Line of the Northwest Quarter of Section 19; thence North along the East Line of the Northwest Quarter of Section 19, for a distance of 434.69 feet to the point of beginning; also except: A part of the Southeast Quarter of the Northwest Quarter of Section 19, Township 35 North, Range 8 West of the 2nd P.M., lying North of the Lincoln Highway in Lake County, Indiana, described as: Beginning at the point of intersection of the East Line of said Northwest Quarter with the North right-of-way line of 200 feet wide Lincoln Highway (U.S. 30) as now occupied and monumented, said point of intersection being in the centerline of Whitcomb Street and 2361.5 feet South of a railroad spike marking the Northeast corner of said Northwest Quarter; as measured along the East Line of said Northwest Quarter; thence North along the East Line of said Northwest Quarter 226.0 feet; thence West at right angles 230 feet; thence South at right angles 174.0 feet, more or less, to the North right-of-way line of 200 foot wide Lincoln Highway; thence Southeasterly along said North right-of-way of Lincoln Highway 235.8 feet to the point of beginning; and further excepting: A part of the Northwest Quarter of Section 19, Township 35 North, Range 8 West of the 2nd P.M., described as follows: Commencing at the Northeast corner of said Northwest Quarter; thence due south along the East Line of said Northwest Quarter a distance of 1702.30 feet to the Northeast corner of Lincolnway Plaza; thence due West along the North Line of said Lincolnway Plaza, a distance of 610.28 feet to the Northwest corner of Lincolnway Plaza; thence South 19 degrees 40 minutes West along the Western Line of said Lincolnway Plaza a distance of 513.66 feet to the existing North right-of-way of Lincoln Highway (U.S. 30); thence North 77 degrees 16 minutes west along said North right-of-way of Lincoln Highway (U.S. 30), a distance of 387.75 feet; thence North 16 degrees 34 minutes 15 seconds East a distance of 307.50 feet; thence North 49 degrees 25 minutes 02 seconds East a distance of 940.85 feet; thence North 0 degrees 52 minutes 58 seconds West a distance of 906.96 feet; thence North 62 degrees 04 minutes 55 seconds West a distance of 494.27 feet; thence due North a distance of 83.85 feet to the North Line of said Northwest Quarter; thence South 88 degrees 12 minutes East along said North Line a distance of 800.0 feet to the place of beginning.

STREET ADDRESS

4300 West 81st

MERRELLVILLE, INDIANA

AREA : 103.53 ACRES, MORE OR LESS

KEY #12-118-2 and 14 & 15-118-1, 2 & 33.

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(2) Borrower agrees to pay any and all reasonable expenses incurred incidental to the making of this Loan, and all closing fees and charges as prescribed in the Commitment and the above.

(3) The undersigned authorizes America Financial Group, Inc. and Lender to conduct credit checks on principals.

(4) The undersigned irrevocable appoints America Financial Group, Inc. for a period of thirty (30) working days from receipt of all required information and exhibits, the sole and exclusive right of placing the Loan and shall so continue thereafter until cancelled in writing.

(5) If any default occurs, the undersigned promises to pay all costs and expenses of enforcement and collection including, but not limited to, attorney's fees and costs.

(6) In the event no Commitment is issued, America Financial Group, Inc. will not be entitled to compensation of any kind, with the exception of reasonable expenses, nor will America Financial Group, Inc. or its officers or agents be liable in any way or manner to the undersigned.

(7) America Financial Group, Inc. has the right, after closing, to publish said financing in various real estate and company publications. America Financial Group, Inc. also reserves the right, if new construction or rehabilitation, to place a sign on the property regarding the financing.

By acceptance of this Application, America Financial Group, Inc. agrees to promptly endeavor to expedite the loan approval and closing.

BORROWER: by Douglas J. [Signature]

Date 6/16/93

Date _____

AMERICA FINANCIAL GROUP, INC.

BY [Signature]
Al Mayes, President

Date 6/14/93

Subscribed and sworn to before me this 4th day of April 1994

signature of notary [Signature]