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Cook County Recorder 67.50

**JUNIOR MORTGAGE**



0010093966

THIS INDENTURE is made this 30<sup>th</sup> day of January, 2001, between \_\_\_\_\_

Laura Crum Lenzen (hereinafter collectively referred to as "Mortgagor") and Classic Electric Supply, Inc., an Illinois corporation ("CES"), Jerry Greenberg, President, Director and owner of all issued and outstanding shares of stock in CES ("Shareholder") (CES and Shareholder are collectively referred to herein as "Mortgagee").

**WITNESSETH:**

WHEREAS, Classic Acquisition Corp., an Illinois corporation, Raymond E. Fink, Jr. and Mark Lenzen are indebted to Mortgagee as evidenced by an Asset Purchase Agreement, a Note, a Guaranty and Shareholder's Employment Agreement, all dated January 23, 2001;

**THIS MORTGAGE WAS PREPARED BY  
AND AFTER RECORDING RETURN TO:**

**ADDRESS AND P.I.N.:**

Jerome F. Crotty, Esq.  
Rieck and Crotty, P.C.  
55 W. Monroe Street, Suite 3390  
Chicago, Illinois 60603

11001 Stratoga Drive  
Orland Park, Illinois 60467  
PIN: 27-20-333-012-0000

**NOW THEREFORE**, to secure the payment of the amounts due Mortgagee under the Asset Purchase Agreement, Note, Guaranty and Shareholder's Employment Agreement in accordance with the terms and provisions thereof, and the performance of the covenants and agreements therein contained, and also in consideration of the sum of One and 00/100 Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, Mortgagor does by these presents **CONVEY** and **WARRANT** to Mortgagee, its or their successors and assigns, that certain real estate and all of its estate, right, title and interest therein, situated, lying and being in the County of Cook and State of Illinois, legally

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described in Exhibit A attached hereto, which, with the property hereinafter described, is referred to herein as the "Premises",

**TOGETHER** with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, and ventilation including, without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in or on the Premises by Mortgagor or its heirs, successors or assigns shall be considered as constituting part of the Premises.

**TO HAVE AND TO HOLD** the Premises unto the said Mortgagee, its successors and assigns, forever, for the purposes, and upon the uses and trust herein set forth.

1. Mortgagor shall: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep said Premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof, and, upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said Premises; (e) comply

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with all requirements of law or municipal ordinances with respect to the Premises and the use thereof; and (f) make no material alterations in said Premises except as required by law or municipal ordinance.

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said Premises insured against loss or damage by fire, lightning or windstorm (and flood damage, if so requested by Mortgagee), under policies providing for payment of insurance proceeds in an amount sufficient either to pay the cost of replacing or repairing the same in companies, and under terms and conditions, satisfactory to Mortgagee, under insurance policies payable in case of loss or damage, to mortgagees holding liens superior to the lien hereof and to Mortgagee, such rights to be evidenced by the standard Mortgage clause to be attached to each policy, and Mortgagor shall deliver a copy of all policies, including additional and renewal policies, to Mortgagee, and in case of insurance about to expire, shall deliver to same a copy of renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default herein, or under the Asset Purchase Agreement, Note, and Shareholder's Employment Agreement or Guaranty Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any,

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and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all reasonable expenses paid or incurred in connection therewith, including but not limited to, reasonable attorneys' fees and court costs, and any other reasonable expenses and costs advanced by Mortgagee to protect the mortgaged Premises and the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any default hereunder on the part of Mortgagor.

5. Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. When the indebtedness hereby secured shall become due, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates and similar data and assurance with respect to title as Mortgagee may deem to be reasonably necessary either to

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prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, when paid or incurred by Mortgagee in connection with: (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

7. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all prior security interests and liens and all reasonable costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms of the Asset Purchase Agreement, Note, and Shareholder's Employment Agreement and Guaranty, constitute secured indebtedness; third, any remaining amount to Mortgagor, their beneficiaries, heirs, successors or assigns, as their rights may appear.

8. In the event of Default under the Asset Purchase Agreement, the Note, Shareholder's Employment Agreement or the Guaranty, Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

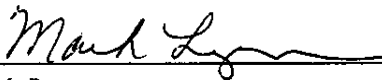
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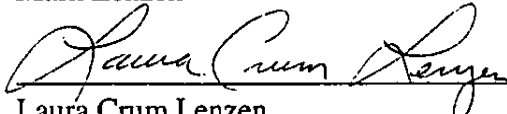
9. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon the fifth anniversary of the date of this Mortgage in the event there is then no default under either the Asset Purchase Agreement, the Note, Shareholder's Employment Agreement or the Guaranty, or upon the presentation of satisfactory evidence that all indebtedness secured hereby has been fully paid, whichever shall first occur.

10. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed this Mortgage, provided, however, Laura Crum Lenzen has joined in the execution of this Mortgage only to evidence her agreement to pledge her interests in the Premises to secure payments due under the Asset Purchase Agreement, Note and Guaranty but not to evidence any agreement to be obligated to make any payments due under the Asset Purchase Agreement, Note or Guaranty and hereby disclaims any obligation for any such payment. Mortgagor hereby waives any and all claims against Laura Crum Lenzen for any such payment.

11. The provisions of the laws of the State of Illinois shall be applicable to this Mortgage.

IN WITNESS WHEREOF, Mortgagor hereunto set its hand and seal this 30 day of January, 2001.

  
\_\_\_\_\_  
Mark Lenzen

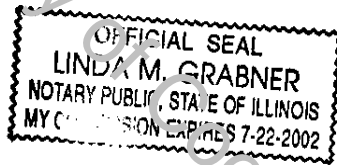
  
\_\_\_\_\_  
Laura Crum Lenzen

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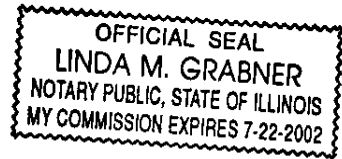
STATE OF ILLINOIS)  
                                                  ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that the above named Mark Lenzen and Laura Crum Lenzen personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary acts, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30 day of January, 2001.



*Linda M. Grabner*  
\_\_\_\_\_  
Notary Public



My Commission Expires: 7-22-2002

Property of Cook County Clerk's Office

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## EXHIBIT A

### LEGAL DESCRIPTION OF THE MORTGAGED PROPERTY

Lot 25 in Kingsport South II being in a subdivision of the South Half of the North Half of the Northwest Quarter of the Southwest Quarter of Section 20 Township 36 North Range 12 East of the Third Principal Meridian in Cook County, Illinois.

Permanent Index No 27-20-333-012-0000

Property Address:  
11001 Saratoga Drive  
Orland Park, Illinois 60467

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