

0010422964

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2001-05-18 10:04:08

Cook County Recorder 47.50



This instrument was prepared by
and after recording return to:

CB Richard Ellis, Inc.
1400 West 16th Street Suite 350
Oak Brook, Illinois 60523



Attn: James A. Hochman

MORTGAGE

*LaSalle Bank National Association

THIS MORTGAGE, (the "Mortgage") is effective as of April 4, 2001, between ~~LaSalle National Bank, a National Banking Association~~, of Chicago, Illinois, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated 5th day of July, 1974 and known as its Trust No. 47850, as to Parcel A (Legal description attached) and Roy G. Klehm, Arnold J. Klehm, and the Estate of Carl H. Klehm, Susan M. Klehm, Executor, as to Parcel B (Legal description attached), (hereinafter referred to collectively as "Mortgagor") and CB RICHARD ELLIS, INC., a Delaware corporation, 1400 West 16th Street, Suite #350, Oak Brook, Illinois 60523-1447 together with its successors and assigns, (hereinafter referred to as "Mortgagee"). Neither Parcel A nor Parcel B is homestead property.

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RECITALS

WHEREAS, Klehm Properties, Inc. ("KPI"), an Illinois Corporation, is the beneficiary of Trust Number 121063, above, and is justly indebted to the Mortgagee upon a Promissory Note dated the same date as this Mortgage, in the principal sum of THREE HUNDRED TEN THOUSAND AND 00/100 DOLLARS (\$310,000.00), payable to the order of and delivered to the Mortgagee (as the same may from time to time be amended, restated, modified, replaced, supplemented or extended, the "Note") by which Note the Mortgagor promises to pay to the holder of the Note the Principal Sum and interest at the rate as provided in the Note, with a final payment of the balance due on the Maturity Date (as defined in the Note) and all of the principal and interest payments are made payable at such place as the holder of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 1400 West 16th Street, Suite #350, Oak Brook, Illinois 60523-1447, Attn: Jim Hochman; and,

WHEREAS, Roy G. Klehm, Arnold J. Klehm and the Estate of Carl H. Klehm, Susan M. Klehm, Executor, are the sole owners of Parcel B and are minority shareholders in Klehm Properties, Inc. and are willing to pledge their real estate as additional collateral to secure the Note owed by KPI to Mortgagee;

NOW, THEREFORE, to secure (i) the payment of the principal sum and interest in accordance with the terms, provisions, and limitations of the Note, and (ii) to secure the payments and performance of the covenants and agreements contained in this Mortgage and the Note to be performed by the Klehm Properties, Inc., and also in consideration of the sum of Ten Dollars (\$10.00) in hand paid, the receipt of which is acknowledged, the Mortgagor does by these presents MORTGAGE, ASSIGN, TRANSFER, SET OVER, CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the real estate described on the attached Exhibit "A" and together with all of

FIRST AMERICAN TITLE ORDER # KC47234

Mortgagor's estate, right, title and interest in that real estate, situated in the County of Cook, in the State of Illinois (the "Real Estate")

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TOGETHER WITH: (i) all buildings, structures, improvements, tenements, easements, fixtures, equipment, and appurtenances belonging to the Real Estate, if any; (ii) all rents, issues, and profits of the Real Estate (which are pledged primarily and on a parity with the Real Estate and not secondarily). All of the items listed are declared to be a part of the Real Estate whether physically attached to the Real Estate or not, and it is agreed that all similar apparatus, equipment, fixtures or other personal property from now on placed in or on the Real Estate by Mortgagor or its successors or assigns after the date of this Mortgage will be considered as constituting part of the Real Estate. The property described in this paragraph together with the Real Estate is from now on in this document referred to as the "Premises".

TO HAVE AND TO HOLD the Premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes and uses set forth in this Mortgage, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which rights and benefits the Mortgagor does expressly release and waive,

MORTGAGOR FURTHER REPRESENTS, WARRANTS, COVENANTS, AND AGREES AS FOLLOWS:

1. Repair, Restoration and Compliance With Law. Mortgagor will:

(a) promptly repair, restore, and rebuild any buildings or improvements (or portions thereof now or hereafter on the Premises which may become damaged or be destroyed;

(b) keep the Premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly permitted in this Mortgage;

(c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of the prior lien to the Mortgagee;

(d) comply with all laws, codes, statutes, rules, ordinances, regulations or other requirements of governmental authorities (including, without limitation, the Americans With Disabilities Act) (collectively, "Laws") with respect to Mortgagor or the Premises and the use of the Premises; and

(e) make no material alterations in the Premises except as required by Law or approved by the Mortgagee.

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

3. Protective Advances. In the case of a default under this Mortgage or under the Note, Mortgagee may, but need not, make any payment or perform any act required of Mortgagor in any form and manner deemed expedient, and, in addition thereto, may, but need not, make full or partial payments of principal or interest on prior or subordinate encumbrances, if any, and purchase, discharge, compromise, or settle any tax lien or other prior or subordinate lien, title, or claim on the Premises, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All amounts paid for any of the purposes authorized above and all expenses paid or incurred in connection with the purposes authorized above, including attorney's fees, and any other moneys advanced by Mortgagee to cure Mortgagor's default and protect the Premises and the Mortgagee's lien on the Premises, will be additional indebtedness secured by this Mortgage and will become immediately due and payable without notice and with interest charged at the lesser of the Default Rate (as defined in the Note) or the highest rate permitted under any law which a court of competent jurisdiction shall, in a final determination, deem applicable hereto. Inaction of the Mortgagee will never be considered as a waiver of any right accruing to the Mortgagee on account of any default on the part of the Mortgagor. The Mortgagee making any payment authorized by this Mortgage 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 the bill, statement, or estimate or into the validity of the tax, assessment, sale, forfeiture, tax lien, title, or claim.

4. Inspection. The Mortgagee will have the right, upon reasonable prior notice, to inspect the Premises together with all books and records relating to the premises at all reasonable times.

5. Modification of Obligations. If the payment of the Obligations (as defined in this Mortgage) or any part of the payment is modified, extended or varied or if any part of the security is released, all persons now or at any time liable therefor, or interested in the Premises, will be held to assent to such modification, extension, variation or release, and their liability and the lien and all provisions of this Mortgage will continue in full force, the right of recourse against all persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation, or release.

6. Release. Mortgagee will release this Mortgage and the lien of this Mortgage by proper instrument upon payment and discharge of all Obligations secured by this Mortgage and payment of a reasonable fee to Mortgagee for the execution of such release.

7. Condemnation.

(a) If all or any part of the Premises will be taken through condemnation and the taking would, in the judgment of the Mortgagee, render all or any part of the Premises not reasonably accessible or not in compliance with applicable codes, ordinances, laws, or regulations by reason of insufficient lot area, parking spaces, or otherwise, all Obligations will, upon notice, become due and payable at once at the option of the Mortgagee, whether or not a Default has occurred.

(b) In the event the Mortgagee does not exercise its right to accelerate the Loan, (as defined in the Note) pursuant to the terms and provisions of section (a) above, the Mortgagee will be entitled to all awards (which term when used in this Mortgage will include all compensation, awards, damages, claims, rights of action, proceeds, and other payments of relief) of, or on account of, any damage or taking through condemnation of the Premises, or any part of the Premises (to the extent of the amount outstanding under

the Note), and is hereby authorized, at its option, to commence, appear in, and prosecute in its own or the Mortgagor's name any action or proceeding relating to any condemnation and to settle or compromise any claim in connection with any action or proceeding. All awards and the right to those awards are included in the Premises, and the Mortgagee, after deducting all its expenses, including attorneys' fees, at its option may apply such net proceeds in such manner as the Mortgagee shall determine, to the reduction of the Obligations without regard to whether the Obligations are or are not then due. In the event any net proceeds remain from then on, such net proceeds will be paid to the Mortgagor. The Mortgagor agrees to execute further assignments of any awards as the Mortgagee may require.

8. No Transfer; Due on Sale. The Mortgagor will not, without the Mortgagee's prior written consent (which consent may be withheld in the Mortgagee's sole and absolute discretion), whether directly, indirectly, by operation of law or otherwise, transfer, sell, convey, alien, pledge, hypothecate, encumber, or mortgage all or any portion of the Premises (or the beneficial interest in the land trust, if title to the Premises is held by a land trust) or any legal or equitable interest in the Premises or in the Mortgagor (or the beneficiary of the land trust, if title to the Premises is held by a land trust) (any of the foregoing being a "Transfer") , regardless of form. Any violation of the foregoing provisions of this paragraph 8 will immediately be deemed a "Default". The Mortgagor will not suffer or permit the Premises, or any portion of the Premises, to be used by any individual, entity, or the public, in any manner that might tend to impair the Mortgagor's title to the Premises, or any portion of the Premises, or in such a manner that might make possible a claim or claims of easement by prescription or adverse possession by the public, or of implied dedication of the Premises or any portion of the Premises.

9. Indemnification. The Mortgagor will defend, indemnify, save, and hold harmless the Mortgagee from and against, and promptly pay to, or reimburse the Mortgagee for, all loss, cost, expense, and liability the Mortgagee may suffer or incur (regardless of whether contingent, direct, consequential, liquidated, or unliquidated), including, but not limited to, all attorneys' fees and court costs, incurred by or asserted against the Mortgagee resulting from, arising out of, relating to, or caused by any action or inaction of the Mortgagor, or any condition existing on, under, or in the Premises.

10. Additional Covenants. The Mortgagor also covenants and agrees as follows:

(a) The Mortgagor will pay and perform each obligation of Borrower under the Note in accordance with the terms thereof;

(b) The Mortgagor will maintain and preserve the lien of this Mortgage until the principal and interest on the Note have been paid in full and all other obligations of the Mortgagor set forth in the Note and in this Mortgage have been satisfied (collectively, the "Obligations");

(c) The Mortgagor will promptly give written notice to the Mortgagee of (i) any action or event of which it has knowledge that may materially or adversely affect its ability to pay, or perform any of the Obligations and (ii) any notice of default received

or given in connection with any other mortgage, lease, or agreement encumbering the Premises; and

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11. Representation and Warranties. The Mortgagor represents and warrants the following as of the date of this Mortgage and agrees that the following will be true and correct at all times during the term of this Mortgage:

(a) Mortgagor is seized of an indefeasible estate in fee simple to the Premises and has good right, full power, and lawful authority to mortgage and pledge the same as provided in this Mortgage, and the Mortgagor may at all times peaceably and quietly enter upon, hold, occupy, and enjoy the Premises in accordance with the terms of this Mortgage;

(b) There are no actions, suits, or proceedings pending, or, to the best of the Mortgagor's knowledge, threatened, against or affecting the Mortgagor or the Premises;

(c) The Premises complies in all respects with all applicable Laws; and

(d) Mortgagor is not in default under any other mortgage encumbering the Premises.

12. Titles; Liens. The Mortgagor represents and warrants that, upon delivery of this Mortgage to the Mortgagee, it will own good and merchantable fee title to the Premises, subject to no monetary liens other than this Mortgage and taxes not yet due and payable. The Mortgagor represents and warrants that no mechanics', laborers', materialmen's, statutory, or other lien or encumbrance, other than the liens set forth in the previous sentence, and utility easements, have been created upon or against the Premises, and the Mortgagor agrees that it will not permit or suffer any liens or encumbrance of any kind, other than as set forth in this section, to be filed against the Premises for so long as any Obligations are outstanding. Notwithstanding the foregoing, the Mortgagor may, with the Mortgagee's written consent, allow mechanics' or other such liens (including real estate tax liens existing due to the contest of the assessment) to exist upon the Premises for so long as the Mortgagor (a) is, in good faith and by appropriate proceeding, contesting the validity, applicability or amount of the lien, (b) delivers to the Mortgagee security adequate (in the Mortgagee's sole discretion) to protect the Mortgagee's lien position on the Premises; and (c) promptly pays any amount adjudged by a court of competent jurisdiction to be due, no later than the date such adjudication becomes final,

13. Remedies Upon-Default.

(a) Upon the occurrence of a Default (as defined in the Note), at the option of Mortgagee and without notice to the Mortgagor (except as may be required by applicable law), all Obligations secured by this Mortgage shall become due and payable immediately.

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(b) When the Obligations become due, whether by acceleration or otherwise, Mortgagee will have the right to foreclose the lien of this Mortgage in accordance with applicable law. In any suit to foreclose the lien of this Mortgage, there will be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, taxes, assessments, and insurance premiums paid by Mortgagee, 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 abstracts of title, title searches, title examinations, environmental reports, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the suit or to evidence to bidders at any sale which may be had pursuant to the decree the true condition of the title to or the value of the Premises. All such expenditures and expenses set forth in this section will become additional indebtedness secured by this Mortgage and immediately due and payable, with interest charged at the Default Rate, when paid or incurred by Mortgagee in connection with (i) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee will be a party, either as plaintiff, claimant, or defendant, by reason of this Mortgage or any of the Obligations; or (ii) preparations for the commencement of any suit for the foreclosure of this Mortgage after accrual of such right to foreclose whether or not actually commenced; or (iii) preparations for the defense of any actual or threatened suit or proceeding which might affect the Premises or the security of this Mortgage.

(c) The proceeds of any foreclosure sale of the Premises will be distributed and applied in the following order of priority: first, all costs and expenses related to the foreclosure proceedings, including all such items mentioned in the preceding subsection; second, all Obligations other than principal and interest; third, all principal and interest unpaid on the Note; fourth, any surplus to Mortgagee,

(d) Upon, or any time after, the filing of a complaint to foreclose this Mortgage the court in which the complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagee at the time of application for the receiver and without regard to the then value of the Premises or whether the Premises will be occupied as a homestead or not, and the Mortgagee may be appointed as the receiver. Such receiver will have power to collect the rents, issues, and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagee, except for the intervention of the receiver, would be entitled to collect the rents, issues, and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the Premises during the whole of the period. The court from time to time may authorize the receiver to apply the net income in payment in whole or in part of (i) the indebtedness secured by this Mortgage, or by any decree foreclosing this Mortgage, or any tax, special assessment, or other lien which may be or become superior to the lien of this Mortgage or of such decree, provided such application is made prior to foreclosure sale, and (ii) the deficiency in case of a sale and deficiency.

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(e) No action for the enforcement of the lien or of any provision of this Mortgage will be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note secured by this Mortgage.

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(f) Upon any foreclosure sale, the Mortgagee may bid for and purchase all or any portion of the Premises and, upon compliance with the terms of the sale and applicable law, may hold, retain, and possess and dispose of such property in its own absolute right without further accountability. Upon any foreclosure sale, the Mortgagee may apply any or all of the Obligations toward the purchase price.

(g) The Mortgagor agrees, to the full extent permitted by law, that in case of a Default, neither the Mortgagor nor anyone claiming through or under it will set up, claim, or seek to take advantage of any appraisement, valuation, stay, or extension laws or any so-called "Moratorium Laws," now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Premises, or the final and absolute putting into possession of the Premises, immediately after such sale, of the purchaser, and the Mortgagor, for itself and all who may at any time claim through or under them, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Premises marshaled upon any foreclosure of the lien of this Mortgage and agree that the Mortgagee, or any court having Jurisdiction to foreclose the lien, may sell the Premises in part or as an entirety. To the full extent permitted by law, the Mortgagor waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on their own behalf, and on behalf of each and every person, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage. The Mortgagor agrees, to the extent permitted by law, that no recovery of any judgment by the Mortgagee, and no attachment or levy of execution upon any of the Premises or any other property of the Mortgagor, will in any way affect the lien of this Mortgage upon the Premises, or any part of the Premises, or any lien, rights, powers, or remedies of the Mortgagee under this Mortgage, but the lien, rights, powers, and remedies will continue unimpaired as before, until the Obligations are paid in full.

14. No Waiver. No delay or omission of the Mortgagee to exercise any right, power, or remedy accruing upon and during the continuance of any Default will exhaust or impair any right, power, or remedy, or be construed to waive any Default or to constitute acquiescence therein. Every right, power, and remedy given to the Mortgagee may be exercised from time to time and as often as deemed expedient by the Mortgagee. No waiver of any Default under this Mortgage will extend to or affect any subsequent Default or any other Default then existing, or impair any rights, powers, or remedies consequent, If the Mortgagee (without limitation): (a) grants forbearance or an extension of time for the payment of any sums secured by this Mortgage; (b) takes other or additional security for the payment of sums secured by this Mortgage; (c) waives or does not exercise any right granted in the Note or this Mortgage; (d) releases any part of the Premises from the lien of this Mortgage; (e) consents to the filing of any map, plat, or replat of the land; (f) consents to the granting of any easement on the land; or (g) makes or consents to any agreement changing the terms of this Mortgage or subordinating the lien or any charge of this Mortgage, no such act or omission will otherwise release, discharge,

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modify, change, or affect the Obligations, No such act or omission will preclude the Mortgagee from exercising any right, power, or privilege granted in this Mortgage or intended to be granted in case of any Default then existing or of any subsequent Default, nor will the lien of this Mortgage be altered, except to the extent of any releases as described in subparagraph (d), above, of this Section.

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15. Remedies Not Exclusive. No right, power, or remedy conferred upon or reserved to the Mortgagee by the Note or this Mortgage is exclusive of any other right, power, or remedy, but each and every such right, power, and remedy will be cumulative and concurrent and will be in addition to every other right, power, and remedy given under this Mortgage, the Note, or any document in connection with this Mortgage now or hereafter existing, or at law or in equity.

16. Default Rate. If a Default will have occurred that remains uncured, principal and interest under the Note and all other outstanding and unpaid Obligations will bear interest at the Default Rate (as defined in the Note).

17. Severability. In the event that any of the covenants, agreements, terms, or provisions contained in the Note or this Mortgage will be invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms, or provisions contained in this Mortgage or in the Note will be in no way affected, prejudiced, or disturbed.

18. Modifications to this Mortgage. Neither this Mortgage nor any terms of this Mortgage may be changed, waived, discharged, or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge, or termination is sought, Any agreement hereafter made by the Mortgagor and the Mortgagee relating to this Mortgage will be superior to the rights of the holder of any intervening, junior, or subordinate lien or encumbrance.

19. Governing Law. This Mortgage will be construed, interpreted, enforced, and governed by and in accordance with the internal laws (as opposed to the conflicts of laws provisions) of the State of Illinois.

20. Further Assurances. At any time and from time to time, upon the Mortgagee's request, the Mortgagor will make, execute, and deliver, or cause to be made, executed, and delivered, to the Mortgagee, and where appropriate will cause to be recorded, registered, or filed, and from time to time thereafter to be re-recorded, re-registered, and re-filed at such time and such offices and places as will be deemed desirable by the Mortgagee, any and all further mortgages, instruments of further assurance, certificates, and other documents as the Mortgagee may consider necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve the obligations of the Mortgagor under the Note and this Mortgage, and the lien of this Mortgage as lien and security interest upon all of the Premises, whether now owned or hereafter acquired by the Mortgagor, and unto all and every person or persons deriving any estate, right, title, or interest under this Mortgage. Upon any failure by the Mortgagor to do so, after having been requested to do so in writing by the Mortgagee, the Mortgagee may make, execute, record, register, file, re-record, re-register, or re-file any and all such mortgages, instruments, certificates, and documents for and in the name of the Mortgagor, and the Mortgagor hereby irrevocably appoints the Mortgagee the agent and attorney-in-fact of the Mortgagor (which agency is coupled with an interest) to do so, The lien and security interest of the document(s) will automatically attach, without further act, to all after-acquired property attached to and/or used in the operation of the Premises or any part of the Premises,

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RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE

DATED April 4, 2001 UNDER TRUST NO. 47850

This Mortgage or Trust Deed in the nature of a mortgage is executed by LaSalle Bank National Association, not personally, but as trustee under Trust No. 47850, in the exercise of the power and authority conferred upon and vested in it as such trustee (and said LaSalle Bank National Association hereby warrants that it possessed full power and authority to execute the instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LaSalle Bank National Association, personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either impress or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagee or trustee under said Trust Deed, the legal owners or holders of the note and by every person now or hereafter claiming any right or security hereunder, and that so far as the mortgagor or grantor and said LaSalle Bank National Association personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

LASALLE BANK NATIONAL ASSOCIATION,
As Trustee under Trust No. 47850
Dated July 5, 1974, and not personally

By: Annette N. Brusca
Annette N. Brusca, Vice President

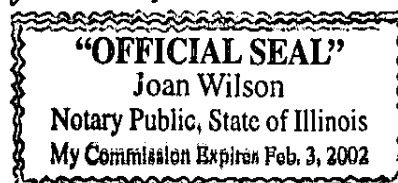
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned Notary Public in and for said County in the State aforesaid, do hereby certify that ANNETTE N. BRUSCA, Vice President of LASALLE BANK NATIONAL ASSOCIATION, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth; and said Vice President did also then and there acknowledge that she, as custodian of the Corporate Seal of said Bank, did affix said Corporate Seal to said instrument as her own free and voluntary act and as the free and voluntary act of said bank for the purposes therein set forth.

Given under my name and notarial seal this 15th day of May, 2001.

My Commission Expires:

Joan Wilson
Notary Public



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21. Time is of the essence. It is specifically agreed that time is of the essence of each and every provision of the Note and this Mortgage.

22. Notice. All notices, requests, and demands to be made understands Mortgage will be in writing and given in accordance with the terms of the Note.

23. Construction Mortgage. To the extent construction is performed on the Premises, this Mortgage will be a construction mortgage, as that term is defined in Section 9-313(1)(c) of the Uniform Commercial Code, as adopted by the State of Illinois.

24. Maximum Principal Indebtedness. This Mortgage secures a maximum principal indebtedness of \$310,000.00.

25. Successor and Assigns. This Mortgage and all its provisions, will extend to and be binding upon Mortgagor and its successors and assigns, all persons claiming under or through Mortgagor, and the word "Mortgagor" when used in this Mortgage will include a trustee in bankruptcy and all such persons and all persons otherwise liable for the payment of the Obligations or any part of the Obligations, whether or not such persons have executed the Note or this Mortgage. Nothing contained in this Section will be deemed to permit any Transfer. The word "Mortgagee" when used in this Mortgage will include the successors and assigns of the Mortgagee named in this Mortgage and the holder or holders, from time to time, of the Note secured by this Mortgage.

26. Legal Description & Property Identification Numbers. Attached as Exhibit "A" is the Legal Description of the Real Estate and attached as Exhibit "B" are the Property Identification Numbers, also commonly known as the property tax numbers, for the Real Estate. Exhibits "A" and "B" are incorporated herein by this reference.

WITNESS the hand and seal of Mortgagor the day and year first above written.

Parcel A:

LaSalle National Bank, as Trustee as aforesaid, under Trust Number 47850, and not personally,

By: _____
Name: _____
Its: Vice President

SEE RIDER ATTACHED FOR SIGNATURE OF TRUSTEE AND NOTARY ACKNOWLEDGMENT

Attest: _____
Name: _____
Its: Assistant Secretary

Attestation not required by LaSalle National Association Bylaws

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ Vice President of LaSalle National Bank and

_____, Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Assistant Secretary did acknowledge that he, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

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Given under my hand and official seal, this _____ day of April, 2001.

Notary Public My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

Date: April 10, 2001

Parcel B:

Roy Klehm
Roy G. Klehm

Arnold J. Klehm
Arnold J. Klehm

Susan M. Klehm
Susan M. Klehm, Executor of the Estate of Carl H. Klehm

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that ROY G. KLEHM personally known to me to be the person signing above, appeared before me this day in person and acknowledged that he signed and delivered the Mortgage as his free and voluntary act for the uses therein set forth.

Given under my hand and official seal, this 10TH day of 2001.

Arthur R. Landen Jr.
Notary Public

My Commission expires:

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STATE OF ILLINOIS)

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) SS

10422964

COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that ARNOLD J. KLEHM personally known to me to be the person signing above, appeared before me this day in person and acknowledged that he signed and delivered the Mortgage as his free and voluntary act for the uses therein set forth.

Given under my hand and official seal, this 10TH day of 2001.

Arthur R Landen Jr

Notary Public

My Commission expires: 12/22/03

STATE OF ILLINOIS)

) SS

COUNTY OF _____)



I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that SUSAN M. KLEHM personally known to me to be the person signing above, appeared before me this day in person and acknowledged that he signed and delivered the Mortgage as his free and voluntary act for the uses therein set forth.

Given under my hand and official seal, this 10TH day of 2001.

Arthur R Landen Jr

Notary Public

My Commission expires: 12/22/03



UNOFFICIAL COPY

LEGAL DESCRIPTION

10422964

10422964

Parcel A:

10422964

That part of the Southwest 1/4 of Section 15, Township 42 North, Range 9 East of the Third Principal Meridian described as follow: Commencing at the Southwest corner of said section; thence North on the West line of said section for a distance of 1452.67 feet; thence East on a line which forms an angle of 89 Degrees 58 Minutes 00 Inches to the right with the prolongation of last described course for a distance of 365.60 feet to a point on the Easterly right-of-way line of the Elgin, Joliet Eastern Railroad for a point of beginning of the premises herein described; thence Northeasterly on said Easterly right-of-way line which forms an angle of 65 Degrees (measured 64 Degrees 56 Minutes 28 Inches) to the left with the prolongation of the last described course for a distance of 1295.40 feet (measured 1301.06 feet) to the North line of the said Southwest 1/4; thence East on the North line of said Southwest 1/4 a distance of 278.30 feet (measured 278.67 feet) to the center line of public highway known as Old Dundee (or Bartlett) Road; thence Southwesterly on the center line of said public highway forming an angle of 108 Degrees 31 Minutes 30 Inches (measured 104 Degrees 08 Minutes 11 Inches) to the right with the prolongation of the last described course for a Distance of 1225.35 feet (Measured 1219.25 Feet); Thence Westerly to the point of beginning (except therefrom that part bounded and described as follows: beginning at a point on the said Easterly right-of-way line of the Elgin, Joliet and Eastern Railroad which is 467.46 feet Northeasterly of the Southwest corner of tract of land heretofore described; thence continuing Northeasterly on said right-of-way line, a distance of 833.60 feet to North line of said Southwest 1/4; thence East on the North line said Southwest 1/4, a distance of 278.30 Feet (measured 278.67 feet) to the center line of public highway known as Old Dundee (or Bartlett) Road; thence Southwesterly on the center line of said public highway forming an angle of 108 Degrees 31 Minutes 30 Second (measured 104 Degrees 08 Minutes 11 Inches) to the right of the prolongation of the last described course of a distance of 500.00 feet; thence Northwesterly at right angles to last described course for a distance of 180.0 feet; thence Southwesterly at right angles to last described course for a distance of 180.0 feet; thence Southwesterly on a line which forms an angle of 21 Degrees 32 Minutes 53 Inches to the right with the prolongation of the last described course for a distance of 245.34 feet; thence Northwesterly on a line which forms an angle of 75 Degrees 35 Minutes 51 Inches to the right with the prolongation of the last described course for a distance of 104.62 feet to the point of beginning, (also excepting therefrom that part taken for public highway), in Cook County, Illinois.

Parcel B

That part of the Southwest quarter of Section 15, Township 42 North, Range 9 East of the Third Principal Meridian described as follows: Commencing at the center of said Section 15 as monumented; thence South 88° 53' 22" West along the North line of the Southwest quarter of said Section as monumented, 596.34 feet to the Northwesterly right-of-way line of State Route 59; thence South 48° 15' 07" West along said Northwesterly right-of-way, 676.26 feet to the point of beginning; thence continuing South 48° 15' 07" West along said Northwesterly right-of-way, 316.67 feet to a jog in said Northwesterly right-of-way, thence South 53° 57' 45" West, 201.00 feet along said Northwesterly right-of-way line to a jog in said Northwesterly right-of-way line; then South 48° 15' 07" West along said Northwesterly right-of-way, 275.70 feet to a point of curvature; thence continuing Southwesterly along said Northwesterly right-of-way line, being along a curve to the right having a radius of 592.22 feet for an arc distance of 100.71 feet (aid curve have a chord length of 100.59 and a chord bearing of South 53° 07' 26" West) to the center line of Old Dundee Road; thence North 17° 09' 15" East along said center line; 1042.41 feet; thence South 41° 44' 53" East, 566.95 feet to the point of beginning. All containing 5.8761 acres, more or less, in Cook County, Illinois, except that part falling in right-of-way of Old Dundee (Bartlett) Road.

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PROPERTY IDENTIFICATION NUMBERS 10422964

Parcel A = 01-15-300-025

Parcel B = 01-15-300-030

Property of Cook County Clerk's Office