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Doc#: 0832545037 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/20/2008 09:50 AM Pg: 1 of 7

This instrument was prepared by and
after recording should be returned to:

Dennis T. McCubbin
Midwest Administrative Services, Inc.
11701 Borman Drive, Suite 315
St. Louis, Missouri 63146

7

MORTGAGE

Between

NORTHBROOK REAL ESTATE, L.L.C.
an Illinois limited liability company

(MORTGAGOR)

and

WESTERN COMMERCIAL ASSURANCE, L.L.C.
an Illinois limited liability company

(MORTGAGEE)

Dated as of December 1, 2007

TT 278912 10P1 DEC

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Mortgage

On this 1st day of December, 2007, the undersigned, Northbrook Real Estate, L.L.C. of 11701 Borman Drive, Suite 315, St. Louis Missouri, 63146 ("mortgagor"), does mortgage and warrant to Western Commercial Assurance, L.L.C. of 11701 Borman Drive, Suite 315, St. Louis Missouri, 63146 ("mortgagee"), the following-described real estate, situated in Cook County, Illinois:

PARCEL 1:

THE EAST 313 FEET OF THE WEST 473 FEET OF THE NORTHEAST QUARTER OF THE EAST HALF OF GOVERNMENT LOT 2 IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM SAID TRACT THE SOUTH 17 FEET OF THE NORTH 50 FEET OF SAID EAST 313 FEET OF THE WEST 473 FEET OF THE NORTHEAST 1/4 OF THE EAST 1/2 OF LOT 2 AFORESAID CONVEYED TO THE COUNTY OF COOK BY DEED RECORDED JANUARY 7, 1974 AS DOCUMENT 22587485), IN COOK COUNTY, ILLINOIS.

BEING SOMETIMES DESCRIBED AS:

THE EAST 313 FEET OF THE WEST 473 FEET OF LOT 3 IN COUNTY CLERK'S DIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM SAID TRACT THE SOUTH 17 FEET OF THE NORTH 50 FEET OF SAID EAST 313 FEET OF THE WEST 473 FEET OF THE NORTHEAST 1/4 OF THE EAST 1/2 OF LOT 2 AFORESAID CONVEYED TO THE COUNTY OF COOK BY DEED RECORDED JANUARY 7, 1974, AS DOCUMENT 22587485), IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT PART DEDICATED FOR PUBLIC STREET IN PLAT OF DEDICATION RECORDED DECEMBER 11, 2002, AS DOCUMENT NUMBER 0021367331, DESCRIBED THEREIN AS FOLLOWS:

THAT PART OF THE EAST 313 FEET OF THE WEST 473 FEET OF LOT 3 IN COUNTY CLERK'S DIVISION, OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT NORTHEAST CORNER OF THE WEST 473 FEET OF SAID LOT 3; THENCE SOUTH 00 DEGREES 24 MINUTES 21 SECONDS WEST ALONG THE EAST LINE OF THE WEST 473 FEET OF SAID LOT 3, 300.00 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 39 SECONDS WEST AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 33.00 FEET; THENCE NORTH 04 DEGREES 06 MINUTES 31 SECONDS WEST, 65.04 FEET; THENCE NORTH 11 DEGREES 38 MINUTES 32 SECONDS EAST, 16.49 FEET; THENCE NORTH 06 DEGREES 08 MINUTES 34 SECONDS WEST, 133.93 FEET; THENCE NORTH 28 DEGREES 54 MINUTES 03 SECONDS WEST, 24.72 FEET; THENCE NORTH 70 DEGREES 59 MINUTES 23 SECONDS WEST, 21.20 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 21 SECONDS EAST, 56.50 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE NORTH 89 DEGREES 33 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 3, 82.36 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM ALL THAT PART THEREOF LYING NORTH OF THE SOUTH LINE OF LAKE COOK ROAD AS WIDENED BY DEED RECORDED JANUARY 7, 1974, AS DOCUMENT 22587485, BEING A LINE 50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 3, IN COOK COUNTY, ILLINOIS.

SAID EXCEPTION PARCEL BEING ALSO DESCRIBED AS:

THAT PART OF THE EAST 313 FEET OF THE WEST 473 FEET OF THE NORTHEAST QUARTER OF THE EAST HALF OF GOVERNMENT LOT 2 IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 42 NORTH RANGE 12 EAST OF THE

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THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE WEST 473 FEET OF THE NORTHEAST QUARTER OF THE EAST HALF OF SAID GOVERNMENT LOT 2; THENCE SOUTH 00 DEGREES 24 MINUTES 21 SECONDS WEST ALONG THE EAST LINE OF THE WEST 473 FEET OF THE NORTHEAST QUARTER OF THE EAST HALF OF SAID GOVERNMENT LOT 2, A DISTANCE OF 300.00 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 39 SECONDS WEST AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 33.00 FEET; THENCE NORTH 04 DEGREES 06 MINUTES 31 SECONDS WEST, 65.04 FEET; THENCE NORTH 11 DEGREES 38 MINUTES 32 SECONDS EAST, 16.49 FEET; THENCE NORTH 06 DEGREES 08 MINUTES 34 SECONDS WEST, 133.93 FEET; THENCE NORTH 28 DEGREES 54 MINUTES 03 SECONDS WEST, 24.72 FEET; THENCE NORTH 70 DEGREES 59 MINUTES 23 SECONDS WEST, 21.20 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 21 SECONDS EAST, 56.50 FEET TO THE NORTH LINE OF SAID GOVERNMENT LOT 2; THENCE NORTH 89 DEGREES 33 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2, 82.36 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM ALL THAT PART LYING NORTH OF THE SOUTH LINE OF LAKE COOK ROAD AS WIDENED BY DEED RECORDED JANUARY 7, 1974, A DOCUMENT 22587485, BEING A LINE 50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 2, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 100.00 FEET OF THE NORTHEAST 1/4 OF THE EAST 1/2 OF LOT 2 IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN NUMBERS: 04-06-101-007 (Parcel 1)
04-06-101-006 (Parcel 2)

STREET ADDRESS: 4101 LAKE COOK ROAD, NORTHBROOK, IL

Together with all buildings, improvements, fixtures, or appurtenances now or to be erected on the property, all of which are declared to be a part of the real estate whether physically attached to it or not; and also together with all easements and the rents, issues, and profits of the premises that are by this mortgage pledged, assigned, and transferred to mortgagee, whether now due or to become due under or by virtue of any lease or agreement for the use or occupancy of the property or any part of it, whether such lease or agreement is written or verbal and whether it is now or may later be existing.

To have and hold the property, with the buildings, improvements, fixtures, appurtenances, apparatus, and equipment to mortgagee forever, for the uses set forth in this mortgage, free from all rights and benefits under the Homestead Exemption Laws of Illinois, which rights and benefits mortgagor does now release and waive. On payment of the obligation secured by this mortgage, and performance of all obligations under this mortgage and the note secured by this mortgage, the note shall be marked paid and delivered to the maker or the maker's successor, together with this mortgage duly canceled and a release deed executed. A reasonable fee shall be paid by mortgagor or mortgagor's successor in interest for the cancellation and release.

To secure:

A. the payment of a certain indebtedness from mortgagor to mortgagee evidenced by a note made by mortgagor in favor of mortgagee bearing even date in the principal sum of \$893,000.00 (the "note"), that is payable as provided in the note, and any additional advances made by mortgagee to mortgagor or mortgagor's successor in title;

B. the performance of the other agreements in the note, which note is incorporated in and made a part of this mortgage;

C. any future advances as provided in this mortgage, and to secure the performance of mortgagor's covenants and agreements contained in this mortgage.

Mortgagor covenants:

A. To pay the indebtedness and the interest on it as in this mortgage and in the note provided, or according to any agreement extending the time of payment of the same, and to pay when due and before any penalty attaches

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all taxes, special taxes, special assessments, insurance premiums, water charges, sewer service charges against the property (including those previously due), and to furnish mortgagee on request, duplicate receipts for the same and all such items extended against the property shall be conclusively deemed valid for the purposes of this requirement.

B. To keep the improvements now or later on the premises insured against damage by fire, windstorm, and such other hazards or liability as mortgagee may require to be insured against, until the indebtedness is fully paid, or in case of foreclosure, until the expiration of the period of redemption, for the full and insurable value of the same, in such companies and in such form as shall be satisfactory to mortgagee; such insurance policy or policies shall remain with mortgagee during the period and contain the usual clause making them payable to mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver, or any grantee in a sheriff's or magistrate's deed; and in case of loss under the policies, mortgagee is authorized to adjust, collect, and compromise, in its discretion, all claims under them, and mortgagor agrees to sign, on demand, all receipts, vouchers, releases, checks, and drafts required of mortgagor to be signed by insurance companies. Mortgagee is authorized in its discretion to apply the proceeds of any insurance claim to the indebtedness secured by this mortgage, to a restoration of the property, or to the discharge of any obligation insured against, but monthly payments shall continue to be made by mortgagor until the indebtedness is paid in full. Mortgagor appoints any officer of mortgagee as mortgagor's attorney in fact to receipt for and endorse in the name of mortgagor or mortgagor's successor in title all checks and drafts received in payment of any casualty loss.

C. Immediately after destruction or damage, to commence and properly complete the rebuilding or restoration of buildings and improvements now or later on the premises unless mortgagee elects to apply on the indebtedness secured by this mortgage the proceeds of any insurance covering the destruction or damage.

D. To keep the premises in good condition and repair without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien of this mortgage.

E. Not to suffer or permit any unlawful use of or nuisance to exist on the property nor to diminish nor impair its value by any act or omission to act.

F. Not to suffer or permit, without the prior written permission of mortgagee, (1) any use of the property for any purpose other than that for which it is now used; (2) any alterations, additions, demolition, removal, or sale of any improvements, apparatus, appurtenances, fixtures, or equipment now or later on the property; or (3) a purchase on conditional sale, lease, or agreements under which title is reserved in the vendor, of any apparatus, fixtures, or equipment to be placed in or on any buildings or improvements on the property.

G. To appear in and defend any proceeding that in the opinion of mortgagee affects its security under this mortgage, and to pay all costs, expenses, and attorney's fees incurred or paid by mortgagee in any proceeding in which it may be made a party defendant by reason of this mortgage.

H. That all of the information, statements, and representations made in the written application for and the processing of the indebtedness secured by this mortgage are true and correct.

I. That mortgagor will not convey or cause to be conveyed mortgagor's equity of redemption in and to the real estate above described, without the prior written consent of mortgagee.

J. That whenever mortgagor fails to procure and deliver to mortgagee a renewal insurance policy to protect against the hazards enumerated above not less than 30 days before the expiration date of the policy, mortgagee is authorized to procure the renewal policy of insurance and the premium for the same, and shall be paid by

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mortgagor on demand.

K. Mortgagee shall have the right to inspect the premises at all reasonable times and access shall be permitted for that purpose.

SECTION TWO. LIFE AND DISABILITY INSURANCE

If mortgagor procures contracts of insurance on mortgagor's life and disability insurance for loss of time and accidental injury or sickness, or either such contract, making mortgagee the assignee under the contract, mortgagee may pay the premiums for the insurance and add such payments to the principal indebtedness secured by this mortgage, to be repaid in the manner provided for in the note.

SECTION THREE. PROTECTION OF LIEN

Mortgagor further covenants that in the case of failure to perform any of the covenants in this mortgage, mortgagee may do on mortgagor's behalf everything so covenanted; mortgagee may also do any act it may deem necessary to protect the lien of this mortgage. Mortgagor will repay on demand any money paid or disbursed by mortgagee for any of the above purposes and such money, together with interest at a rate of 10% per annum above the interest rate then payable on the indebtedness, shall become so much additional indebtedness secured by this mortgage, and if not so repaid, may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of the premises if not otherwise paid. Mortgagee need not inquire into the validity of any lien, encumbrance, or claim in advancing money as above authorized, but nothing contained in this mortgage shall be construed as requiring mortgagee to advance any money for any purpose or do any act under this mortgage. Mortgagee shall not incur any personal liability on account of anything it may do or omit to do under this mortgage.

SECTION FOUR. SECURING PAYMENT OF NOTE

It is the intent of this mortgage to secure payment of the note, whether the entire amount has been advanced to mortgagor at the date of this mortgage or at a later date, or having been advanced, is repaid in part and further advances made at a later date.

SECTION FIVE. ASSUMPTION OF DEBT

Except as prohibited by law, mortgagor agrees that if the real estate described in this mortgage is sold or conveyed to any person other than the undersigned, then this note shall become at once due and payable, anything in this mortgage contained to the contrary notwithstanding. However, mortgagee may agree to an assumption of the note and this mortgage by such person or persons other than the undersigned at an interest rate equal to the then prevailing interest being charged by mortgagee, and mortgagee agrees to act in good faith and reasonableness in considering such an assumption.

SECTION SIX. SUCCESSOR IN INTEREST

If the ownership of the property or any part of it becomes vested in a person other than mortgagor, mortgagee may, without notice to mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt secured by it in the same manner as with mortgagor, and may forbear to sue or may extend the time of payment of the secured debt without discharging or in any way affecting the liability of mortgagor under this mortgage or on the debt secured by it.

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SECTION SEVEN. TIME OF THE ESSENCE

If default is made in performing any covenant in this mortgage or making any payment under the note or obligation or any extension or renewal of the same, if proceedings are instituted to enforce any other lien or charge on or against any of the property, on the filing of a proceeding in bankruptcy by or against mortgagor, if mortgagor makes an assignment for the benefit of mortgagor's creditors or if mortgagor's property is placed under the control or in the custody of any court, if mortgagor abandons any of the property or in the event of the transfer of, or agreement to transfer, any right, title, or interest in the property or any part of it, or if mortgagor fails to complete within a reasonable time any building or buildings now or at any time in the process of erection on the premises, then mortgagee is authorized and empowered at its option and without affecting the lien created by this mortgage or the priority of the lien or any right of mortgagee under this mortgage to declare, without notice all sums secured by this mortgage immediately due and payable, whether or not the default is remedied by mortgagor, and to apply toward the payment of the mortgage indebtedness any indebtedness of mortgagee to mortgagor, and mortgagee may also immediately proceed to foreclose this mortgage, and then any foreclosure sale may be made of the premises in mass without offering the several part separately. If the ownership of the property or any part of it becomes vested in a person other than mortgagor and any part of the sum secured by this mortgage remains unpaid, and also if mortgagee does not elect to declare such sums immediately due and payable, then mortgagor shall pay a reasonable fee to mortgagee to cover the cost of amending the records of mortgagee to show the change of ownership.

SECTION EIGHT. FORECLOSURE

On the commencement of any foreclosure, the court in which the complaint is filed may at any time either before or after sale and without notice to mortgagor or any party claiming under mortgagor, and without regard to the then value of the premises, or whether the same is occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rent, issues, and profits of the premises during the pendency of the foreclosure suit. The statutory period of redemption, and such rents, issues, and profits, when collected, may be applied before as well as after the sheriff's or magistrate's sale, toward the payment of the indebtedness, cost, taxes, insurance, or other items necessary for the protection and preservation of the property, including the expenses of the receivership, or on any deficiency decree whether there is a decree in personam or not, and if the receiver is appointed the receiver shall remain in possession until the expiration of the full period allowed by the statute for redemption, whether there is a redemption or not, and until the issuance of a deed in case of a sale, but, if no deed is issued, until the expiration of the statutory period during which it may be issued. No lease of the premises shall be nullified by the appointment or entry in possession of a receiver, but the receiver may elect to terminate any lease junior to the lien of this mortgage. On the foreclosure of the premises, there shall be allowed and included as an additional indebtedness in the decree of sale, all expenditures and expenses together with interest at the statutory rate which may be paid or incurred by or on behalf of mortgagee for attorney's fees, mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, transcriber's fees, sheriff's and magistrate's fees and commissions, court costs, publication costs, and costs that may be estimated as to and include items to be expended after the entry of a decree of procuring all such abstracts of title, title searches, examinations and reports, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as mortgagee may reasonably deem necessary either to prosecute the suit or to evidence to bidders at any sale held pursuant to the decree the true title to or value of the premises; all of which amounts, together with interest as provided in this mortgage, shall be immediately due and payable by mortgagor in connection with: (a) any proceeding including probate or bankruptcy proceedings to which either party to this mortgage shall be a party by reason of this mortgage or the note secured by this mortgage; (b) preparations for the commencement of any suit for the foreclosure of this for the defense of or intervention in any threatened or contemplated suit or proceeding that might affect the premises or the security of this mortgage, whether or not actually commenced. In the event of a foreclosure sale of the premises, there first shall be paid out of the proceeds all of the above items, then the entire indebtedness

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whether or not due or payable by the terms of this mortgage and the interest on the same to the time of such sale, and the excess, if any, shall be paid to mortgagor, and the purchaser shall not be obligated to see to the application of the purchase money.

SECTION NINE. CONDEMNATION

If the mortgaged property or any part of it is taken by condemnation, mortgagee is empowered to collect and receive all compensation that may be paid for any property taken or for damages to any property not taken by condemnation. All condemnation money so received shall be promptly applied by mortgagee as it may elect to the immediate deduction of the indebtedness secured by this mortgage or to the repair and restoration of any property so damaged.

SECTION TEN. REMEDIES CUMULATIVE; NO WAIVER

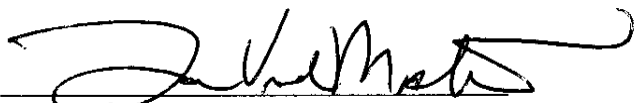
Each right, power, and remedy conferred in this mortgage on mortgagee is cumulative of every other right or remedy of mortgagee, whether in this mortgage or by law conferred, and may be enforced concurrently. No waiver by mortgagee of performance of any covenant in this mortgage or in the obligation contained shall subsequently in any manner affect the right of mortgagee to require or enforce the performance of the same or any other of the covenants.

SECTION ELEVEN. CONSTRUCTION

Wherever the context requires, the masculine gender as used in this mortgage shall include the feminine, and the singular number shall include the plural. All rights and obligations under this mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors, and assigns of mortgagor and successors and assigns of mortgagee. The powers contained in this mortgage may be exercised as often as the occasion arises.

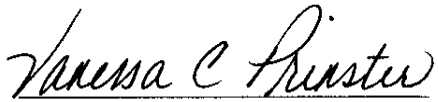
Mortgagor has signed and sealed this mortgage the day and year first above written.

Northbrook Real Estate, L.L.C.

By: 
Larry Vander Maten, Manager

State of Missouri)
) ss
County of St. Louis)

The foregoing instrument was acknowledged before me this 1st day of December, 2007, by Larry Vander Maten, Manager of Northbrook Real Estate, L.L.C., an Illinois Limited Liability Company, on behalf of the Limited Liability Company.


Notary Public

VANESSA C. PRINSTER
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: March 13, 2011
Commission Number: 07535662