



MORTGAGE

2007K121883

THIS INDENTURE WITNESSES: that the undersigned, **KEVIN LEBEAU, and DUKE LEBEAU, INC.** an Illinois corporation, of the City of Aurora, Kane County, Illinois, hereinafter jointly referred to as the Mortgagor, do hereby Mortgage and Warrant to **DOUGLAS A. WILSON** hereinafter referred to as the Mortgagee, the following real estate, situated in Kane County, Illinois, to-wit:

SANDY WEGMAN
RECORDER - KANE COUNTY, IL

RECORDED: 12/13/2007 1:58 PM
REC FEE: 26.00 RHSPS FEE: 10.00
PAGES: 5

See attached Legal Description

Property Address: 5S547 & 5S991 Deerpath Road, Aurora, IL 60506

PIN: 14-12-400-009 & 14-12-400-008

together with all the buildings and improvements now or hereafter erected thereon, including all gas and electric fixtures, plumbing apparatus, motors, boilers, furnaces, ranges, refrigerators, and all apparatus and fixtures of every kind, whether used for the purpose of supplying or distributing heat, refrigeration, light, water, air, power or otherwise, now in or which hereafter may be placed in any building or improvement now or hereafter upon said property; together with the rents, issues and profits thereof which are hereby assigned, transferred and set over unto the Mortgagee, whether now due or which may hereafter become due under or by virtue of any lease whether written or verbal, or any agreement for the use or occupancy of said property, or any part or parts thereof, which may have been heretofore, or may be hereafter made or agreed to, or which may be made and agreed to by the Mortgagee under the power herein granted to it; it being the intention hereby to establish an absolute transfer and assignment to the Mortgagee to collect all of said avails, rents, issues and profits arising or accruing at any time hereafter and all now due or that may hereafter become due under each and every of the leases or agreements existing or to hereafter exist for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed property or necessary to enforce the payment or security of such avails, rents, issues and profits, or to secure and maintain possession of said premises, or any portion thereof, and to fill any and all vacancies and to rent, lease or let any portion of said premises to any party or parties, at its discretion, with power to use and apply said avails, issues and profits to the payment of all expenses, care and management of said premises, including taxes and assessments, and to the payment of any indebtedness secured hereby or incurred hereunder.

TO HAVE AND TO HOLD the said property, with said appurtenances, apparatus and fixtures, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of Illinois, which said rights and benefits the said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee in the principal sum of One Hundred Six Thousand Dollars, (\$106,000.00) together with interest thereon as provided by the Promissory Note dated April 1, 2007 made by the Mortgagor in favor of the Mortgagee evidencing said indebtedness, said principal and interest being payable at maturity as provided in said Note. Also to secure any additional advances made by the Mortgagee to the Mortgagor, his heirs or assigns at any time while this mortgage is in force. And to secure the performance of the Mortgagor's covenants herein contained.

A. THE MORTGAGOR COVENANTS:

(1) To pay immediately when due and payable all general taxes, special assessments and other taxes levied or assessed upon said property or any part thereof and to promptly deliver receipts therefor to the Mortgagee upon demand;

5

36

(2) To keep the improvements now or hereafter upon said premises insured against damage by fire, windstorm and such other hazards or liability as the Mortgagee may require to be insured against, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale; and in case of loss, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims under such policies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; The Mortgagee is authorized in its discretion to apply the proceeds of any such insurance to the discharge of any obligation insured against, to a restoration of the property or to the indebtedness of the Mortgagor and any application to the indebtedness shall not relieve the Mortgagor from making monthly payments until the debt is paid in full;

(3) Not to commit or suffer any waste of such property, and to maintain the same in good condition and repair;

(4) To promptly pay all bills for such repairs and all other expenses incident to the ownership of said property in order that no lien of mechanics or materialmen shall attach to said property,

(5) Not to suffer or permit any unlawful use of or any nuisance to exist upon said property;

(6) Not to diminish or impair the value of said property or the security intended to be effected by virtue of this mortgage by any act or omission to act;

(7) To appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may be made a party defendant by reason of this mortgage;

(8) Not to suffer or permit without the written permission or consent of the Mortgagee being first had and obtained

- (a) any use of said property for a purpose other than that for which the same is now used;
- (b) any alterations, additions to, demolition or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property;
- (c) a purchase upon conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any building or improvement upon said property;
- (d) a sale, assignment, or transfer of any right, title or interest in and to said property or any portion thereof, or any of the improvements, apparatus, fixtures or equipment which may be found in or upon said property.

B. THE MORTGAGOR FURTHER COVENANTS:

(1) That in case of Mortgagor's failure to perform any of Mortgagor's covenants herein, the Mortgagee may do on his behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien of this mortgage; and that he will immediately repay any moneys paid or disbursed by the Mortgagee for any of the above purposes, and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of the sale of said premises, if not otherwise paid by him; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys in that behalf as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; that the Mortgagee shall not incur personal liability because of anything it may do or omit to do hereunder;

(2) That it is the intent hereof to secure payment of said Notes whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the amount named in said Note plus any amount or amounts that may be added to the mortgage indebtedness under the terms hereof;

(3) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forebear to sue or may extend time for payment of the debt secured hereby without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured;

(4) That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said Note or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court, or if the Mortgagor abandon any of said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage;

(5) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may, at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the then value of said premises, or whether the same shall then be 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 rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership; and upon foreclosure and sale of said premises there shall be first paid out of the proceeds of such sale a reasonable sum for attorney's or solicitor's fees, and also all expenses of advertising, selling and conveying said premises, and all moneys advanced for insurance, taxes or other liens or assessments, outlays for documentary evidence, stenographers' charges, all court costs, master's fees, and cost of procuring or completing guarantee policy showing the whole title to said premises, and including the foreclosure decree and the Master's Certificate of Sale; then to pay the principal indebtedness whether due and payable by the terms hereof or not, and the interest due thereon up to the time of such sale and paying the surplus, if any, to the Mortgagor, and it shall not be the duty of the purchaser to see to the application of the purchase money; and in case of payment of said indebtedness, after the filing of any bill to foreclose this mortgage, and prior to the entry of a decree of sale, a reasonable sum for legal services rendered to the time of such payment shall be allowed as solicitors' fees, which, together with any sum paid for title charges, court costs, and stenographers' charges and expenses of such proceeding, shall be additional indebtedness hereby secured;

(6) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the Mortgagor and the Mortgagee.

(7) If the Mortgagor hereunder conveys, assigns, or transfers her interest in said described real estate, then at the option of the Mortgagee the entire unpaid balance due on her encumbrance shall become due and payable immediately without notice.

THIS IS A JUNIOR MORTGAGE

IN WITNESS WHEREOF, the Mortgagor has hereunto set his hand and seal this 30 day of November, 2007.

DUKE LEBEAU, INC.

By: [Signature]
President

[Signature] (SEAL)
KEVIN LEBEAU. Individually

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, KARLA K. HEIMANN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **KEVIN LEBEAU**, individually and as President of **DUKE LEBEAU INC.**, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing Instrument, appeared before me this day in person, and acknowledged that (s)he/they signed, sealed and delivered the said Instrument as his free and voluntary act, and the free and voluntary act of the corporation, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notary Seal, this 30th day of Nov, 2007.

Karla K. Heimann
Notary Public

THIS INSTRUMENT PREPARED BY:

Peter K. Wilson, Jr./03035689
MICKEY, WILSON, WEILER, RENZI & ANDERSSON, P.C.
2111 Plum Street, 2nd Fl.
P.O. Box 787
Aurora, Illinois 60507-0787
Telephone: (630) 801-9699



EXHIBIT A

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTH EAST 1/4; THENCE NORTH 0 DEGREES, 20 MINUTES, 17 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTH EAST 1/4, 342.05 FEET; THENCE NORTH 88 DEGREES, 53 MINUTES, 13 SECONDS EAST PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SOUTH EAST 1/4, 1328.61 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID SOUTH EAST 1/4; THENCE SOUTH 0 DEGREES, 07 MINUTES, 47 SECONDS EAST ALONG SAID EAST LINE 341.75 FEET TO THE SOUTH LINE OF SAID SOUTH EAST 1/4; THENCE SOUTH 88 DEGREES, 52 MINUTES, 26 SECONDS WEST ALONG SAID SOUTH LINE 1327.38 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

14-12-400-008

14-12-400-009

55947 Dearborn Road

Aurora, IL

Prepared By:

Mail to: Richard M. Ferguson

1999 West Downer Place

Aurora, IL 60506

pdv

8

6