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## NATURE OF THE ACTION

This action, dealing with the administration of an *inter vivos* trust, originated in the circuit court in Piatt County as a petition for aid and direction pursuant to Section 201 of the Illinois Trust Code (the “Trust Code”). 760 ILCS 3/201. The trustee brought the petition after a dispute arose between the trustee and certain beneficiaries regarding the payment of a promissory note executed by the settlor prior to his death. Following the settlor’s death, the note went into default and, as a result, three trust properties (the entire universe of trust assets) are at risk of foreclosure if the note is not paid.

Although the trust requires the trustee to pay all the settlor’s debts with trust property, beneficiaries argued that Section 20-19 of the Probate Act of 1975 (the “Probate Act”) prohibited payment of the note with trust assets because a fourth property, owned by the trustee, was also at risk of foreclosure. Section 20-19 limits the use of the “real or personal estate of the decedent” to pay debts that encumber real estate. 755 ILCS 5/20-19(a). The trustee argued that Section 20-19 did not apply to the administration of trusts or to the payment of debt from trust property and sought approval from the court to pay the promissory note, as required by the trust, to avoid foreclosure of the trust property.

The circuit court issued its order on August 26, 2024. Despite finding that the trust required the trustee to pay all the settlor’s debts and that the promissory note was a debt of the settlor, the circuit court concluded that Section 20-19 of the Probate Act restricted the trustee from paying the promissory note with assets from the trust. On October 2, 2025, the appellate court affirmed the circuit court, agreeing that Section 20-19 of the Probate Act applies to the administration of trusts and can be used to override provisions of a trust that direct the trustee to pay a settlor’s debts with trust property.

## INTRODUCTION

At its heart, this matter presents a straightforward question: does Section 20-19 of the Probate Act, which restricts the payment of debt from assets in a decedent's estate, extend to also restrict the payment of debt from assets in an *inter vivos* trust? This Court has never spoken to this question. But, prior to this case, every appellate court to address Section 20-19 since its enactment more than fifty years ago has followed the statute's clear language, applying it to restrict the payment of debt only from assets in a decedent's estate. Extending Section 20-19 to the administration of trusts ignores the statute's plain language, fails to consider the statute in context, ignores decades of precedent, and usurps the Trust Code's position as the statutory authority for administering trust property.

Illinois law routinely distinguishes between trust property and estate property, but the appellate court ignored this distinction to hold that the term "real or personal estate of the decedent" as used in Section 20-19 includes both property in an estate and property held in trust. Practitioners have long relied on the distinction between trust property and estate property, and the legislature has embraced it by codifying distinct acts for each type of asset. Importantly, the term "real or personal estate of the decedent" and similar terms appear repeatedly throughout the Probate Act. As a result, extending Section 20-19 has far-reaching consequences, well beyond the application of the statute itself.

This Court can avoid the chaos and uncertainty that would come with extending Section 20-19 of the Probate Act to the administration of trusts by reversing the appellate court's decision and enforcing the plain language of Section 20-19 and the decades of precedent which have correctly applied Section 20-19 only to the payment of debt from assets in the "real or personal estate of the decedent." 755 ILCS 5/20-19(a).

**STATEMENT OF THE ISSUES**

1. Whether Section 20-19 of the Probate Act, which restricts the payment of debt from only the “real or personal estate of the decedent,” extends to the administration of trusts to also restrict the payment of debt from trust property.
2. Whether the circuit court erred in finding that the trustee could not pay a promissory note with assets in the trust.

**JURISDICTIONAL STATEMENT**

The circuit court entered a final judgment on August 26, 2024, when it ruled on Petitioner's Petition for Aid and Direction. A16-23. The Appellate Court of Illinois, Fifth Judicial District issued an Opinion on October 2, 2025, affirming the circuit court. A1-15. On January 28, 2026, this Court allowed Petitioner's petition for leave to appeal. This Court has jurisdiction over the appeal under Illinois Supreme Court Rule 315.

**STATUTES INVOLVED****Section 20-19 of the Probate Act of 1975 (755 ILCS 5/20-19)**

No exoneration of encumbered interests in real estate. Except as otherwise expressly provided by decedent's will:

(a) When any real estate or leasehold estate in real estate subject to an encumbrance, or any beneficial interest under a trust of real estate or leasehold estate in real estate subject to an encumbrance, is specifically bequeathed or passes by joint tenancy with right of survivorship or by the terms of a trust agreement or other nontestamentary instrument, the legatee, surviving tenant or beneficiary to whom the real estate, leasehold estate or beneficial interest is given or passes, takes it subject to the encumbrance and is not entitled to have the indebtedness paid from other real or personal estate of the decedent.

(b) If the representative pays all or any part of the indebtedness from assets other than the real estate, leasehold estate or beneficial interest or the income or proceeds therefrom, he is entitled to reimbursement from the legatee, surviving tenant or beneficiary and, in the event of nonreimbursement, the court may adjudge a lien on the real estate, leasehold estate or beneficial interest for the amount so paid with interest.

(c) If the encumbrance embraces or extends to other property, the reimbursement shall be limited to the portion of the amount paid by the representative which the value of the real estate, leasehold interest or beneficial interest bears to the value of all property subject to the encumbrance as of the date of the decedent's death.

## STATEMENT OF FACTS

On January 30, 2014, Edward E. Tiedemann (the “Settlor”) executed the Edward E. Tiedemann Declaration of Trust (the “Trust”). A39. After his death, the Settlor’s wife, Debra A. Tiedemann (“Debra” or “Trustee”), became trustee of the Trust. A34. Beneficiaries of the Trust included Debra and two of the Settlor’s children from a prior marriage: Brent E. Tiedemann (“Brent”) and Kevin A. Tiedemann (“Kevin”). A31.

Pursuant to the terms of the Trust, the trustee was directed to make certain distributions to the beneficiaries—but only “after making the payments provided for in ARTICLE TEN[.]” A30 (Article Four). Article Ten of the Trust states, in relevant part:

After my death, the Trustee shall pay from the Trust Estate, directly or through my personal representative, without apportionment or reimbursement, all of my just debts[.] A38-39.

The Settlor died on September 7, 2023. A24. Following his death, disagreements emerged between Debra, Brent, and Kevin with respect to the administration of the Trust and the Settlor’s estate. A80. One such disagreement focused on a specific debt of the Settlor: a promissory note executed by the Settlor on June 20, 2022 (the “Promissory Note”). *Id*; A45-46. Brent and Kevin did not dispute that the Promissory Note was a debt of the Settlor. Instead, they suggested that Debra would breach her fiduciary duty as trustee if she paid the Promissory Note with assets from the Trust. A83. Debra disagreed, relying on Article Ten of the Trust which mandated that she, as trustee, use the Trust Estate to pay “all of [the Settlor’s] just debts[.]” A25.

As Brent and Kevin maintained their objection to the payment of the Promissory Note, the note went into default. A25-26. On January 19, 2024, First Federal Savings Bank of Mascoutah (the “Bank”) sent Debra, Brent, and Kevin a Notice of Default. A78-79. The notice informed the parties that, in addition to the Promissory Note, a mortgage,

executed on June 20, 2022, in connection with the Promissory Note (the “Mortgage”), was also in default. *Id.* The Mortgage encumbered four properties. A78. Three of the properties are owned by the Trust and represent the entire universe of Trust assets. The fourth property, which had been owned jointly by the Settlor and Debra prior to the Settlor’s death, was now owned solely by Debra. A80. If the Promissory Note was not paid, all four properties risked foreclosure. A25-26. Despite this reality, Brent and Kevin continued to argue that Debra would be breaching her fiduciary duty if she paid off the Promissory Note with assets in the Trust.

On February 28, 2024, Debra filed a Petition for Aid and Direction pursuant to Section 201 of the Trust Code (the “Petition”). A24; 760 ILCS 3/201. Through the Petition, Debra sought the court’s approval to do as the Trust required—pay the Settlor’s debts with the Trust Estate. A26. The Petition mentioned two debts known to Debra: (1) the Promissory Note and (2) the balance on a tractor. A25. Debra felt the Petition was necessary to resolve the dispute related to the Promissory Note and to ensure the appropriate payment of the debt, thus avoiding foreclosure of all trust property. See A26; 760 ILCS 3/802(a)(2) (allowing the court to approve an action when there is a potential conflict between the trustee’s fiduciary and personal interests).

On July 3, 2024, Brent and Kevin filed a response to the Petition. A80. Brent and Kevin did not dispute the terms of the Trust or that the Promissory Note was a just debt of the Settlor. *See* A87. Instead, they argued only that the payment of the Promissory Note with trust property was prohibited by Section 20-19 of the Probate Act. A82. Section 20-19 states that an individual who receives encumbered property upon a decedent’s death,

takes the property “subject to the encumbrance and is not entitled to have the indebtedness paid from other real or personal estate of the decedent.” 755 ILCS 5/20-19.

On July 19, 2024, Debra filed her Reply, arguing that Brent and Kevin’s reliance on Section 20-19 of the Probate Act was misplaced, as “Section 20-19 is found in the Illinois Probate Act and by its clear terms relates only to the payment of debt from the personal estate of the decedent, not payment of debt from a trust.” A88 (internal quotations omitted). The Reply also noted that Brent and Kevin did not dispute that the Promissory Note was a just debt of the Settlor. A87. Therefore, pursuant to the clear and undisputed terms of Article Ten of the Trust, the trustee was required to pay off the Promissory Note with the Trust Estate. A87-88.

On July 29, 2024, after briefing was completed on the Petition, the Bank filed a Complaint to Foreclose in the circuit court in St. Clair County (Case No. 24-FC-0223), seeking to foreclose on all four properties listed in the Mortgage, including the three properties owned by the Trust. The foreclosure action is currently stayed pending resolution of this matter.

The circuit court held a hearing on the Petition on July 31, 2024. During the hearing, counsel for Brent and Kevin provided the court with a copy of *Griffin v. Gould*, 72 Ill.App.3d 747 (Ill. App. 1979). The case, which had not been cited in Brent and Kevin’s Response, discussed the application of Section 20-19 solely in the context of a probate matter. *See Griffin*, 72 Ill.App.3d at 747-49. In rebuttal, counsel for Debra argued that neither *Griffin* nor Section 20-19 applied to this matter, where a trust required a settlor’s debt to be paid with trust assets. Since Brent and Kevin had not briefed *Griffin* prior to the hearing, the court allowed Debra leave to provide additional authority.

On August 2, 2024, Debra filed a Brief of Additional Authority, noting that there was “no authority to suggest that either *Griffin* or Section 20-19 of the Illinois Probate Act has any application to the facts of this case—where the debt is required to be paid with trust assets.” A94-95. Further, “the cases that apply Section 20-19 all involve probate matters and the payment of debt from a decedent’s estate.” A95. Additionally, “the Illinois Trust [Code] does not place the same restrictions on the payment of debt from trust assets as those placed on the payment of debt from an estate.” A96. Thus, “[w]ithout a similar provision in the Trust [Code], there is no legal basis to conclude that Article 10 of the Trust presents any of the same problems addressed in *Griffin*.” *Id.* Brent and Kevin did not file a response to Debra’s brief.

On August 26, 2024, the circuit court entered its order. The court concluded that Article Ten of the Trust directs the trustee “to pay all the Settlor’s just debts[.]” A21. As a result, the “Trust Estate would be responsible for the debt due and owing for the tractor[.]” A23. However, the court came to a different conclusion with respect to the Promissory Note. Despite finding that the Promissory Note was “unquestionably a debt of [the Settlor],” the court held that Section 20-19 of the Probate Act applied to the question of whether trust property could be used to pay the Promissory Note. *Id.* The court, citing cases applying Section 20-19 to the payment of debt from a decedent’s estate—not the payment of debt from trust property—concluded that Section 20-19 of the Probate Act prohibited the Trustee from paying the Promissory Note (an undisputed debt of the Settlor) with assets from the Trust and directed the Trustee accordingly. *Id.* The court’s application of Section 20-19 to the Promissory Note provided the sole basis for the court’s decision to treat the tractor debt and the Promissory Note differently, as the

court explained that Article Ten was sufficient to require payment of the tractor debt because it, unlike the Promissory note, was “not subject to Section 20-19[.]” A23.

On September 20, 2024, Debra filed a Notice of Appeal, requesting that the appellate court reverse the circuit court’s order with respect to the payment of the Promissory Note. The appellate court issued its opinion on October 2, 2025. A1. The appellate court concluded that there was “no question that article 10 of the Trust directs [the trustee] to pay all ‘just debts’ of the Settlor from the Trust estate,” and that Brent and Kevin “acknowledge that the promissory note is [the] Settlor’s debt.” A7. However, like the circuit court, the appellate court concluded that Section 20-19 of the Probate Act applied and prohibited the Trustee from using trust property to pay the Promissory Note. A12. In so ruling, the appellate court held that the term “real or personal estate of the decedent,” as used in the Probate Act, includes property within a trust. A9-12. The appellate court noted that this term is used nine times in the Probate Act (and a similar term, “real or personal estate,” is used sixteen times)—thus, for the first time, subjecting the administration of trust property to numerous sections of the Probate Act. A9-10.

Debra filed a timely Petition for Leave to Appeal (PLA) with this Court. On January 28, 2026, this Court allowed Debra’s PLA.

### STANDARD OF REVIEW

The issues in this appeal involve the interpretation of a statute (Section 20-19 of the Probate Act) with respect to undisputed facts. Therefore, this Court's review is *de novo*. See *People v. Burge*, 2021 IL 125642, ¶ 20 (“Because the issue before us concerns a matter of statutory construction, our review is *de novo*”).

## ARGUMENT

The Fifth District Appellate Court erred when it ruled that Section 20-19 of the Probate Act, which restricts the payment of debt from only the “real or personal estate of the decedent,” extends to the administration of trusts to also restrict the payment of debt from assets in an *inter vivos* trust. 755 ILCS 5/20-19(a). In doing so, the court misread Section 20-19 and created new law that radically expands the statute’s reach, confuses the longstanding distinction between trusts and estates, usurps the Trust Code’s position as the statutory authority for administering trust property, and conflicts with longstanding precedent related to the limited application of Section 20-19.

In ruling on the Petition, the circuit court correctly held that the Trust provides “direction to the Trustee to pay all the Settlor’s just debts” and that the Promissory Note “is unquestionably a debt of [the Settlor].” A21. However, both the circuit and appellate courts incorrectly concluded that Section 20-19 of the Probate Act overrides this clear direction to the trustee and prevents the Trustee from paying the Promissory Note with trust property. A23, A14. But Section 20-19 only restricts the payment of debt from assets in a decedent’s estate—not from assets in a trust. Therefore, the application of Section 20-19 to this trust administration matter was error. And, since Section 20-19 does not apply, the direction to the Trustee to ignore the language of the Trust was also error. For these reasons, the holding of the appellate court should be reversed, and the Trustee should be directed to pay the Promissory Note with trust assets as required by the Trust.

### **I. Illinois law distinguishes between trust property and property in a decedent’s estate.**

There are longstanding distinctions in Illinois law between trusts and estates. Though abstruse to a layman, these distinctions are significant in practice—necessitating

the regulation of trusts and estates in entirely separate chapters of the Illinois Compiled Statutes. *See* 755 ILCS 5/1-1 *et seq.* (regulating estates); 760 ILCS 3/101 *et seq.* (regulating trusts). Among the most fundamental of these distinctions is that property in an estate is different from property in a trust. *See e.g., In re Est. of Meskimen*, 39 Ill. 2d 415, 419 (1968) (“*Inter vivos* trusts . . . have such independent significance entirely apart from the will”); *In re Est. of Defilippis*, 289 Ill. App. 3d 695 at 700 (“[A] valid *inter vivos* conveyance of a property interest [does] not become a part of the decedent’s estate”).

Accordingly, a decedent’s estate is subject to the instructions of the decedent’s will and the Probate Act. 755 ILCS 5/1-1 *et seq.*; *South Side Trust & Savings Bank v. South Side Trust & Savings Bank*, 5 Ill. App. 3d 474, 479 (3rd Dist. 1972) (“[A]n executor has a duty to administer the assets of an estate in accord with his statutory duty and the terms of the Will”). However, trust property is subject to the terms of the trust and the Trust Code. 760 ILCS 3/101 *et seq.*; *Morrison v. Morrison*, 2021 IL App (3d) 200243, ¶ 24 (“It is well-settled that . . . by accepting the trust, the trustee becomes bound to administer it, or execute it, in accordance with the provisions of the trust instrument”) (internal citations and quotations omitted).

## **II. Section 20-19 restricts only the payment of debt from a decedent’s estate.**

As this Court has consistently held, “[t]he cardinal rule of statutory interpretation, to which all other canons and rules are subordinate, is to ascertain and give effect to the intent of the legislature.” *Thomas v. Houry*, 2021 IL 126074, ¶ 11. “The most reliable indicator of legislative intent is the language of the statute, which must be given its plain and ordinary meaning.” *Id.* “Each word, clause and sentence of a statute must be given a reasonable construction, if possible, and should not be rendered superfluous.” *Slepicka v. Illinois Dep’t of Pub. Health*, 2014 IL 116927, ¶ 14. Likewise, “[w]hen the statutory

language is plain and unambiguous, a court may not depart from a statute’s plain language by reading into the law exceptions, limitations, or conditions that the legislature did not express.” *Mosby v. Ingalls Memorial Hospital*, 2023 IL 129081, ¶ 31 (internal quotations omitted). In other words, “[t]here is no rule of construction which allows the court to declare that the legislature did not mean what the plain language of the statute imports.” *People v. Woodard*, 175 Ill. 2d 435, 443 (1997). Additionally, “[t]he statute must be read as a whole, with words and phrases considered in context.” *Thomas*, 2021 IL 126074 at ¶ 11.

Applying these principles to Section 20-19 of the Probate Act, it is clear that the statute applies only to the payment of debt from assets in a decedent’s estate and does not extend to the payment of debt from assets in a trust.

**a. The plain language of Section 20-19 restricts the payment of debt from only a single source: the real or personal estate of a decedent.**

As structured, Section 20-19(a) is divided into two clauses. First, Section 20-19(a) lists which types of property are regulated by the statute:

When any real estate or leasehold estate in real estate subject to an encumbrance, or any beneficial interest under a trust of real estate or leasehold estate in real estate subject to an encumbrance, is specifically bequeathed or passes by joint tenancy with right of survivorship or by the terms of a trust agreement or other nontestamentary instrument . . .

Second, Section 20-19(a) explains how this property is treated under the statute:

. . . the legatee, surviving tenant or beneficiary to whom the real estate, leasehold estate or beneficial interest is given or passes, takes it subject to the encumbrance and is not entitled to have the indebtedness paid from other real or personal estate of the decedent. 755 ILCS 5/20-19(a)

Though these clauses are mutually reliant on each other, they are also clearly distinct.

Regardless of how property is received (e.g., bequeathed in a will, passed by joint tenancy, or received via a trust), the receipt of the property remains subject to a single

limitation: an encumbrance related to that property may not be paid from the “real or personal estate of the decedent.” 755 ILCS 5/20-19(a); *Radley v. Wolland (In re Est. of Light)*, 385 Ill. App. 3d 196, 201 (3rd Dist. 2008) (“When real estate subject to an encumbrance is bequeathed, the legatee takes the property subject to the encumbrance and is not entitled to have the indebtedness paid from the decedent’s estate”).

The term “real or personal estate of the decedent” is unambiguous and includes only property in a decedent’s estate. Throughout the Probate Act, this term is consistently applied only to a decedent’s assets that would be subject to probate if initiated. *See e.g.*, 755 ILCS 5/19-1 (discussing the administration of the “personal estate of the decedent” exclusively as probate property); *Id.* at 5/20-1 (discussing the administration of the “real estate of the decedent” exclusively as probate property). Though not expressly defined in the Probate Act, a “decedent’s estate” is commonly defined to include only “[t]he real and personal property that a person possesses at the time of death and that passes to the heirs or testamentary beneficiaries.” *Estate*, *Black’s Law Dictionary* (12th ed. 2024). This commonsense definition is consistent with the term’s persistent usage throughout the Probate Act, including references to the real or personal estate of the decedent. *See e.g.*, 755 ILCS 5/4-13 (“Every will when admitted to probate as provided by this Act is effective to transfer the real and personal estate of the testator bequeathed in that will”).

Notably, trust property is not part of a decedent’s estate. *Zelenka v. Krone*, 294 Ill. App. 3d 248, 252 (3rd Dist. 1997) (“One of the primary objectives for creating a trust rather than a will is to remove the trust assets from the settlor’s estate”); *In re Est. of Defilippis*, 289 Ill. App. 3d 695, 700 (1st Dist. 1997) (“[A] valid *inter vivos* conveyance of a property interest [does] not become a part of the decedent’s estate”). In fact, once

property is transferred to a trust, it is no longer owned by the settlor in their individual capacity at all. *See e.g., First Nat'l Bank of Joliet v. Hampson*, 88 Ill. App. 3d 1057, 1060 (3rd Dist. 1980) (Explaining that “[f]ollowing execution of the trust document the settlor conveyed the four parcels of real estate to himself as trustee and thereby parted with legal title”); 76 Am. Jur. 2d *Trusts* § 47 (May 2025) (“[I]n order to create an enforceable trust, it is necessary that the donor or creator should part with his or her interest in the property to the trustee by an actual conveyance or transfer and, where the creator has legal title, that such title should pass to the trustee”). Therefore, when Section 20-19 mentions the “real or personal estate of the decedent,” it is clearly referring only to property within a decedent’s estate and does not extend to property within a trust.

**b. Considering Section 20-19 in context confirms it applies only to probate matters and the payment of debt from a decedent’s estate.**

Section 20-19’s history, language, and its placement within the Probate Act confirms that the legislature intended the statute to apply strictly to probate matters and the payment of debt from assets in a decedent’s estate—and that it was never intended to be extended to the administration of trusts or the payment of debt from assets in a trust.

**i. Section 20-19 was enacted to address an issue specific to probate.**

Section 20-19 of the Probate Act was enacted to address the common law doctrine of exoneration, an issue specific to probate and the payment of debt from a decedent’s estate. *See Griffin*, 72 Ill.App.3d at 749-50 (detailing the history of Section 20-19 and noting that Section 20-19 “operates in derogation of the common law doctrine of exoneration”). This longstanding doctrine mandated that, absent instruction to the contrary in a will, all a decedent’s debts must be paid from their estate—first from the decedent’s personal estate, then from the decedent’s real estate. *Sutherland v. Harrison*,

86 Ill. 363, 365 (1877) (“It is a well-settled principle, that in the administration of assets the personal estate is the natural and primary fund for the payment of debts and legacies, and, as a general rule, must first be exhausted before the real estate can be made liable”).

In the 1960’s, the Illinois legislature decided to depart from the common law doctrine of exoneration. First, in 1966, the legislature passed a statute making a decedent’s real and personal estate equally chargeable with estate claims. *Griffin*, 72 Ill. App. 3d at 749; 755 ILCS 5/18-14. Then, in 1967, it passed what became Section 20-19, restricting the use of a decedent’s real or personal estate to pay encumbrances on real property unless such payment was expressly provided for in a decedent’s will. 755 ILCS 5/20-19; *Westberg v. Barcroft*, 2022 IL 210543 at ¶ 31; *Radley v. Wolland*, 385 Ill. App. 3d 196, 201 (3rd Dist. 2008) (“When real estate subject to an encumbrance is bequeathed, the legatee takes the property subject to the encumbrance and is not entitled to have the indebtedness paid from the decedent’s estate”). Accordingly, the legislature passed Section 20-19 to address a limited probate issue concerning the payment of debt from a decedent’s estate.

Importantly, the concern that led the legislature to adopt Section 20-19 is not present with trusts. Trusts are not, and never have been, subject to the doctrine of exoneration. *See Griffin*, 72 Ill. App. 3d at 749 (stating that the traditional doctrine of exoneration called for the “discharge of the lien from testator’s personal estate”). This is likely why, despite the opportunity to do so, the legislature has not enacted a similar restriction on the payment of debt from trust assets. *See* 760 ILCS 3 *et. seq.* (the Trust Code, effective January 1, 2020, does not include a restriction on the payment of debt from trust assets equivalent to Section 20-19’s restriction on the payment of debt from

assets in a decedent’s estate). If the legislature believed such a restriction were necessary, it would have included one in the Trust Code. *See Chatham Foot Specialists, P.C. v. Health Care Service Corp.*, 216 Ill. 2d 366, 398 (2005) (“We believe that if the General Assembly had intended for the provisions of the Act to protect the public welfare, the legislature would have said so”). Its absence confirms that Section 20-19, which was enacted to address an issue specific to probate, does not extend to trust administration.

**ii. The language used by the legislature in Section 20-19 confirms its application strictly to probate matters.**

The language contained within Section 20-19 confirms the statute’s application strictly to probate matters. Section 20-19(a) restricts the payment of debt from only the “real or personal estate of the decedent.” 755 ILCS 5/20-19(a). The term “real or personal estate of the decedent” and equivalent terms are used frequently throughout the Probate Act. *See e.g.*, 755 ILCS 5/4-13 (“Every will when admitted to probate as provided by this Act is effective to transfer the real and personal estate of the testator bequeathed in that will”); *id.* at 5/19-1 (discussing the administration of the “personal estate of the decedent” exclusively as probate property); *id.* at 5/20-1 (discussing the administration of the “real estate of the decedent” exclusively as probate property). In all such instances, the term includes only property that a decedent possessed at the time of their death and that passes to their heirs or testamentary beneficiaries. *Id.* This term should not be inclusive of trust property in Section 20-19, and there alone. *Thomas v. Khoury*, 2021 IL 126074, ¶ 11 (“When interpreting the meaning of the statutory language, we presume that the legislature did not intend absurdity, inconvenience, or injustice.”)

The introductory clause of Section 20-19 is also instructive, as it states that the statute applies, “[e]xcept as otherwise expressly provided by decedent’s will[.]” 755

ILCS 5/20-19. Of course, it is well-established that the term “will” as used in the Probate Act does not include trusts. *In re Est. of Meskimen*, 39 Ill. 2d 415, 419 (1968) (holding that trusts are not part of the will). Likewise, wills control only property held in a decedent’s estate, not property held in a separate trust. *South Side Trust & Savings Bank v. South Side Trust & Savings Bank*, 5 Ill. App. 3d 474, 479 (3rd Dist. 1972) (an executor has a duty to administer the estate in accordance with the will); *Morrison v. Morrison*, 2021 IL App (3d) 200243, ¶ 24 (a trustee is bound to administer the trust in accordance with the trust instrument). Thus, it would be illogical for the legislature to mention only wills in the introductory clause of Section 20-19 if it intended the statute to also bind payments from trust property.

**iii. The broader statutory context confirms Section 20-19’s application strictly to probate matters.**

The limited application of Section 20-19 to probate matters is further confirmed by looking at the broader statutory context. Notably, trusts and estates are regulated in entirely different chapters of the Illinois Compiled Statutes. *See* 755 ILCS 5/1-1 *et seq.* (regulating estates); 760 ILCS 3/101 *et seq.* (regulating trusts). As a result, the Probate Act does not typically govern assets that exist outside a decedent’s estate. E.g., *Bergheger v. Boyle*, 258 Ill. App. 3d 413, 416 (5th Dist. 1994) (“The Probate Act . . . does not govern the rights of beneficiaries to the proceeds of life insurance policies” because they pass outside a decedent’s estate). If the legislature had intended to depart from this structure and extend Section 20-19 into the domain of the Trust Code, it would have said so explicitly. *See Chatham Foot Specialists, P.C. v. Health Care Service Corp.*, 216 Ill. 2d 366, 398 (2005) (“We believe that if the General Assembly had intended for the provisions of the Act to protect the public welfare, the legislature would have said so”).

**III. The appellate court erred in extending Section 20-19 of the Probate Act beyond its plain language and into the administration of trusts.**

In pronouncing its expanded view of Section 20-19, the appellate court not only confused the longstanding, fundamental distinctions between trust property and estate property, but it also failed to follow the required methods of statutory interpretation. Instead, the appellate court's construction of Section 20-19 requires the insertion of new language, renders key terms superfluous, and overlooks the statute's context. The appellate court's conclusion will have widespread negative effects.

**a. The appellate court's reading of Section 20-19 requires inserting new language into the statute, rendering its current language superfluous.**

Section 20-19 unambiguously limits the payment of debt from only "the real or personal estate of the decedent." 755 ILCS 5/20-19(a). The appellate court impermissibly inserted new language into the last sentence of Section 20-19(a), which must now be read to limit the payment of certain debt:

... from other real or personal estate of the decedent **[or from property held in a trust]**.

Further, the introductory clause of Section 20-19 states that the statute applies, "[e]xcept as otherwise expressly provided by decedent's will[.]" 755 ILCS 5/20-19. Relying on this clause, the appellate court attempted to ascertain whether the Settlor provided express direction in the Trust for the payment of the Promissory Note. However, in doing so, the appellate court impermissibly inserted new language into the first clause of Section 20-19, which must now read:

No exoneration of encumbered interest in real estate. Except as otherwise expressly provided by decedent's will **[or a trust]** . . .

Both instances of additional language are central to the appellate court's opinion. Otherwise, the appellate court could not have concluded that Section 20-19 restricts the

payment of the Promissory Note (an undisputed debt of the Settlor) from assets in the Trust. However, because this conclusion requires the insertion of language into Section 20-19 and renders the legislature's decision to name only the "real or personal estate of the decedent" and a "decedent's will" superfluous, it is clearly improper. *See e.g., Mosby v. Ingalls Memorial Hospital*, 2023 IL 129081, ¶ 31 ("When the statutory language is plain and unambiguous, a court may not depart from a statute's plain language by reading into the law exceptions, limitations, or conditions that the legislature did not express." (internal quotations omitted)); *Slepicka v. Illinois Dep't of Pub. Health*, 2014 IL 116927, ¶ 14 ("Each word, clause and sentence of a statute must be given a reasonable construction, if possible, and should not be rendered superfluous").

This Court recently faced a similar issue of statutory interpretation in *Concerned Citizens v. Illinois Commerce Comm'n*, 2026 IL 131026. There, the same appellate court incorrectly interpreted a different statute (220 ILCS 5/8-406.1) to impose an unwritten condition precedent to the issuance of certificates of public convenience and necessity ("CPCNs"). *Id.* at ¶ 23. Specifically, the appellate court concluded that a statutory requirement that CPCN applicants be "capable of financing the proposed construction" imposed an additional requirement that the applicant had to have the financing in place before the CPCN could be issued. *Id.* at ¶ 13. However, applying the same rules of statutory interpretation, this Court explained that "[s]uch an interpretation inserts an additional requirement, 'at the time of its application,' into the statute, violating the rules of interpretation." *Id.* at ¶ 22. Likewise, the Court noted that "[h]ad the legislature intended that applicants have financing in place at the time the CPCN was to issue, it would have put such a requirement into the statute." *Id.*

Here, the Court again faces a similar circumstance, where the lower courts have inexplicably inserted language into Section 20-19, disregarding the clear language of the statute itself. Just as in *Concerned Citizens*, such rewriting of this statute cannot stand. Instead, Section 20-19 should be interpreted to comply with its unambiguous language, such that it restricts only the payment of certain debt from a decedent's estate.

**b. The appellate court ignored Section 20-19's context and existing precedent.**

As mentioned above, Section 20-19 of the Probate Act was enacted to address the common law doctrine of exoneration, an issue specific to probate and the payment of debt from a decedent's estate. *See Griffin*, 72 Ill. App. 3d at 749-50. This is confirmed by the decades of precedent applying Section 20-19 exclusively in this context. *See e.g., Griffin*, 72 Ill. App. 3d at 750; *In re Est. of Matthews*, 409 Ill. App. 3d 780, 785 (Ill. App. 2011); *Radley v. Wolland*, 385 Ill. App. 3d 196, 201 (Ill. App. 3008); *In re Alpert's Est.*, 95 Ill. 2d 377, 380 (Ill. 1983). That Section 20-19 was meant to apply to probate and not trust administration is further confirmed by the legislature's decision to regulate trusts and estates in entirely different chapters of the Illinois Compiled Statutes. *See* 755 ILCS (regulating estates); 760 ILCS (regulating trusts). It is also confirmed by Section 20-19's language, which limits its reach solely to the payment of debt from the "real or personal estate of the decedent" unless "otherwise expressly provided by decedent's will." 755 ILCS 5/20-19. However, in extending Section 20-19's reach into the province of trust administration, the appellate court improperly ignored all this context.

**c. Affirming the appellate court's opinion would have widespread negative effects.**

The appellate court's holding extends far beyond this matter and would have wide-reaching negative effects if upheld by this Court. The appellate court's novel

interpretation of Section 20-19 of the Probate Act unjustifiably expands the statute's reach into the dominion of the Trust Code and into trust administration generally. The appellate court's holding ignores the fundamental and longstanding distinctions between trusts and estates and opens the door to widespread misapplication of key terms throughout the Probate Act, creating uncertainty as to which provisions of the Probate Act now extend to the administration of trusts.

The appellate court's interpretation of Section 20-19 raises significant concerns regarding the administration of trusts. Trusts have been prepared for decades without any indication that Section 20-19 of the Probate Act impacted trust administration in this way. Prior to the appellate court's holding, settlors have expected that a clear mandate in a trust requiring the payment of all the settlor's debts would, in fact, require the trustee to pay all the settlor's debts. Instead, without any prior precedent, the appellate court decided that Section 20-19 has always applied to the administration of trusts, retroactively presuming all settlors were aware that Section 20-19 of the Probate Act could override a trust provision requiring payment of the settlor's debt. *See A12; First Nat'l Bank v. King*, 263 Ill. App. 3d 813, 819 (1st Dist. 1994). Accordingly, if the decision stands, all trusts executed without consideration for Section 20-19 must be revised, or else the settlors' true wishes will not be effectuated. For trusts that have become irrevocable, it is too late to make these changes.

Further, the appellate court's decision extends far beyond Section 20-19 by misinterpreting key terms that are recurrent throughout the Probate Act, and by confusing the distinctions between trusts and estates more broadly. At a minimum, the appellate court's opinion radically changes the definition of the "real or personal estate of the

decedent.” According to the appellate court, this term is now inclusive of trust property. But references to a decedent’s real or personal estate appear throughout the Probate Act to delineate functions that have never included trust property, including what assets must be disclosed publicly (e.g., 755 ILCS 5/6-2; *id.* at 5/9-4; *id.* at 5/10-2; *id.* at 5/14-1); the amount of the bond (*id.* at 5/12-5); the property that is subject to surviving spouse’s or child’s awards (*id.* at 5/24-7); the place of probate (*id.* at 5/5-1); and more. Consequently, affirming the appellate court’s holding opens the door to the expansion of other probate-specific provisions to implicate trusts and trust property, leaving practitioners and courts to guess what other sections of the Probate Act might now apply to trust administration.

Additionally, affirming the appellate court’s holding could easily compromise key benefits of trusts. Trusts are often created to avoid probate and with the expectation that trust property will not be governed by probate terms. *See e.g., Zelenka v. Krone*, 294 Ill. App. 3d 248, 252 (“One of the primary objectives for creating a trust rather than a will is to remove the trust assets from the settlor’s estate and avoid a probate proceeding”). This is important, as trusts provide numerous benefits that are not available through probate. For instance, trusts provide significant privacy, ranging from avoiding the public disclosure of the trust document and assets to limiting who is entitled to see the trust document and receive trust accountings. *See In re Est. of Meskimen*, 39 Ill. 2d 415 at 421 (holding that trusts should not be admitted to probate); *In re Est. of Defilippis*, 289 Ill. App. 3d at 700 (“[A] valid *inter vivos* conveyance of a property interest [does] not become a part of the decedent’s estate”); 760 ILCS 3/1013 (providing that trustees may give third parties a certification of trust instead of the full trust document); 760 ILCS 3/813.1 (requiring trustees to provide trust accountings only to qualified beneficiaries).

Affirming the appellate court’s decision erodes the distinction between property in a trust and property in an estate and opens the door to the possibility that key trust benefits, such as privacy, will disappear.

Furthermore, in cases such as this, where separate foreclosure proceedings have been initiated, expanding Section 20-19 risks creating unnecessary confusion around the use of trust properties as collateral. This has already arisen in the foreclosure case related to this matter (St. Clair County Case No. 24-FC-0223), where Brent and Kevin have argued that the appellate court’s ruling somehow prevents the foreclosure court from ordering an assignment of rents from the encumbered trust properties. The success of such arguments would render absurd results—ignoring a settlor’s decision to encumber trust properties and discouraging banks from accepting trust properties as collateral.

**IV. The Trustee should be directed to pay the Promissory Note with assets from the Trust.**

It is undisputed that Article Ten of the Trust requires the trustee to “pay from the Trust Estate . . . all of [the Settlor’s] just debts.” A38; A21 (“Article Ten of the Trust document is a general direction to the Trustee to pay all the Settlor’s just debts”); A7 (“There is no question that article 10 of the Trust directs Debra to pay all ‘just debts’ of the Settlor from the Trust estate”). Likewise, it is undisputed that the Promissory Note is a debt of the Settlor. A45-46; A21 (the Promissory Note “is unquestionably a debt of [the Settlor]”); A7 (Brent and Kevin “acknowledge that the promissory note is [the] Settlor’s debt”). Accordingly, pursuant to the clear terms of Article Ten, the Trustee is required to pay the Promissory Note with assets from the Trust. *See* A21; *Palm v. Sergi*, 2022 IL App (2d) 210057, ¶ 50 (“It is well established that trustees must administer trust property in accordance with the terms of the trust instrument”).

Despite the clear mandate of Article Ten and the undisputed fact that the Promissory Note is a debt of the Settlor, the appellate court concluded that the Trustee could not use assets from the Trust to pay the Promissory Note. But the sole basis for this conclusion was the appellate court's errant application of Section 20-19 to this matter. A9-10. Section 20-19 also supported the only argument advanced by Brent and Kevin below with respect to the payment of the Promissory Note. A82. However, as discussed above, Section 20-19 of the Probate Act is not applicable here and cannot be used to override the clear terms of the Trust or to require an analysis of the Settlor's intent beyond those clear terms. Therefore, because Article Ten of the Trust requires the Trustee to pay all the Settlor's debts with the Trust Estate, the Trustee should be directed to pay the Promissory Note, a debt of the Settlor, with assets in the Trust. A21.

### **CONCLUSION**

The circuit court correctly concluded that Article Ten of the Trust provides direction to the Trustee to pay all the Settlor's debts and that the Promissory Note is unquestionably a debt of the Settlor. However, despite these facts, the appellate court concluded that Section 20-19 of the Probate Act restricted the Trustee's ability to pay the Promissory Note with assets from the Trust. But Section 20-19 restricts the payment of debt only from assets in a decedent's estate, not from assets in a trust. Absent this errant application of Section 20-19, there is no legal basis to restrict the Trustee from using trust assets to pay the Promissory Note. In fact, paying the Promissory Note with assets from the Trust is exactly what is required of the Trustee. Therefore, the appellate court's opinion should be reversed, and the Trustee should be directed to pay the Promissory Note, a debt of the Settlor, with the Trust Estate as required by the Trust.

Dated: March 4, 2026

RESPECTFULLY SUBMITTED,

DEBRA A. TIEDEMANN, as Trustee of the  
EDWARD E. TIEDEMANN TRUST  
DATED JANUARY 30, 2014

By: WEBBER & THIES, P.C.

By: *s/Michael J. Brusatte*

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CERTIFICATE OF COMPLIANCE

I certify that this brief conforms to the requirements of Rules 341(a) and (b). The length of this brief, excluding the pages or words contained in the Rule 341(d) cover, the Rule 341(h)(1) table of contents and statement of points and authorities, the Rule 341(c) certificate of compliance, the certificate of service, and those matters to be appended to the brief under Rule 342(a), is 27 pages.

*s/Michael J. Brusatte*

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CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on March 4, I caused to be electronically filed the foregoing Opening Brief of Appellant Debra A. Tiedemann, as Trustee of the Edward Tiedemann Trust Dated January 30, 2014, with the Clerk of the Court using the eFileIL system, and that on the same date I caused a true and correct copy of said petition to be served no later than 5:00 p.m. via electronic mail to:

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**NOTICE**  
Decision filed 10/02/25,  
corrected 10/03/25. The text of  
this decision may be changed  
or corrected prior to the filing of  
a Petition for Rehearing or the  
disposition of the same.

2025 IL App (5th) 241010

NO. 5-24-1010

IN THE

APPELLATE COURT OF ILLINOIS

FIFTH DISTRICT

|  |   |                   |
|--|---|-------------------|
| DEBRA A. TIEDEMANN, as Trustee of          | ) | Appeal from the   |
| The Edward E. Tiedemann Declaration of     | ) | Circuit Court of  |
| Trust, Dated January 30, 2014,             | ) | Piatt County.     |
|  | ) |                   |
| Plaintiff-Appellant,                       | ) |                   |
|  | ) |                   |
| v.   | ) | No. 24-CH-2       |
|  | ) |                   |
| BRENT E. TIEDEMANN and KEVIN A. TIEDEMANN, | ) | Honorable         |
|  | ) | Dana C. Rhoades,  |
| Defendants-Appellees.                      | ) | Judge, presiding. |

PRESIDING JUSTICE MCHANEY delivered the judgment of the court, with opinion.  
Justices Moore and Sholar concurred in the judgment and opinion.

**OPINION**

¶ 1 Edward E. Tiedemann (Settlor) executed the “Edward E. Tiedemann Declaration of Trust” (Trust) on January 30, 2014. He was the initial trustee of the Trust, and he named his wife, Debra A. Tiedemann (Debra) as the successor trustee of his Trust. The beneficiaries of the Trust were Debra, and his two sons, Brent E. Tidemann and Kevin A. Tiedemann (defendants). In 2022, the Settlor and Debra obtained a loan for \$862,400 to purchase land in St. Clair County. The purchase was secured by a mortgage agreement dated June 30, 2022. Following the Settler’s death on September 7, 2023, ownership of the Belleville property passed to Debra as a joint tenant with right of survivorship. Following the Settlor’s death, no payments were made on the loan, and the financial institution sent a notice of default, stating its intent to foreclose if the default was not

remedied. Thereafter, Debra filed her petition with the trial court asking for “aid and direction” pursuant to the Illinois Trust Code (Code) (760 ILCS 3/101 *et seq.* (West 2022)) and sought to use trust assets to pay off the bank loan. The defendants responsively argued that Debra could not use trust assets to pay off the loan, as doing so would be contrary to the Probate Act of 1975 (Act) (755 ILCS 5/1-1 *et seq.* (West 2022)). The trial court entered its order finding in the defendants’ favor on August 26, 2024. Debra timely appealed from that order. For the following reasons, we affirm.

¶ 2

### I. Background

¶ 3 On January 30, 2014, the date that the Settlor executed his Trust, he also executed his final will. The Trust included tracts of real estate described in an attached and incorporated schedule. The two tracts of Trust real estate were in St. Clair County and were labeled as tract No. 1 and tract No. 2. The Trust was also defined to include any other property later added by the Settlor, together with the proceeds thereof. At an unspecified date, a third St. Clair County tract was transferred into the Trust.

¶ 4 Article 10 of the Trust provides that upon the Settlor’s death:

“[Debra] shall pay from the Trust Estate, directly or through my personal representative, without apportionment or reimbursement, all of my just debts, including the expenses of my last illness and funeral, all expenses of administration of property wherever situated, passing under my Will or this [Trust] or otherwise, and all estate inheritance, transfer and succession taxes which become due by reason of my death \*\*\*.”

¶ 5 On June 30, 2022, the Settlor and First Federal Savings Bank of Mascoutah (Bank) executed a promissory note and a mortgage for \$862,400 to purchase the Rentchler Station Road property in St. Clair County. The Settlor signed the promissory note and the Settlor and Debra

both signed the mortgage. The promissory note was secured by a mortgage on four properties in St. Clair County. Three of the properties were within the Trust. The fourth property, the Rentchler Station Road property was not transferred into the Trust before the Settlor died. The Settlor also signed an assignment of rents to the four St. Clair County properties to the Bank “TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS.” The Bank had the sole discretion as to application of the rents, but any rents received by the Bank that were not applied to the costs and expenses the Bank incurred in connection with the properties would be applied to the loan.

¶ 6 The Rentchler Station Road property was titled in the Settlor and Debra’s joint tenancy with right of survivorship. Upon the Settlor’s death on September 7, 2023, ownership of the Rentchler Station Road property passed by operation of law to Debra through her interest as the property’s joint tenant with right of survivorship. Upon the Settlor’s death, Debra also became the trustee of the Trust.

¶ 7 The record does not indicate if Debra made any mortgage payments on the Rentchler Station Road property loan after the Settlor’s death. However, in January 2024, the Bank sent its notification that both the promissory note and the mortgage were in default, stating that the Bank intended to pursue foreclosure on the four properties if the default was not remedied. The amount of outstanding debt was then \$858,476.08.

¶ 8 Debra’s petition asked the trial court for aid and direction pursuant to section 201 of the Code (760 ILCS 3/201 (West 2022)). She stated that the Trust contained a provision directing her, as trustee, to “pay from the Trust Estate \*\*\* all of my just debts.” Debra indicated that the only outstanding debts were the outstanding balance on the Rentchler Station Road property note of

\$858,476.08, and an outstanding balance on a tractor loan of \$22,978.61. She stated that she could avoid foreclosure by paying off the promissory note with assets held by the Trust. At the time she filed her petition, the only assets in the Trust were the three properties, but she stated that based upon the Settlor's pour-over will, the Settlor's other assets, excluding the Rentchler Station Road property, would pour into the Trust after probate proceedings. She asked the trial court to provide aid and direction on how she, as trustee, should proceed with the payment of the Settlor's debts.

¶ 9 On July 3, 2024, the defendants filed their response to Debra's petition. The defendants agreed that Debra was a beneficiary of the Trust, particularly with respect to the marital domicile shared as of Settlor's death and that they were beneficiaries of the balance of the Trust, to be distributed equally. They disputed Debra's claim that the loan on the Rentchler Station Road property should be satisfied by Trust assets. The defendants alleged that three of the four St. Clair County properties were Trust assets, but the fourth property—the Rentchler Station Road property, consisting of 61.6 acres—had been titled jointly with right of survivorship by the Settlor and Debra alone. They argued that using Trust assets to pay the indebtedness on the property would be at the defendants' detriment and would unjustly enrich Debra. The defendants cited section 20-19 of the Act (755 ILCS 5/20-19 (West 2022)) to support their argument.

¶ 10 The defendants asked the trial court to remove Debra as the trustee because (1) she was suggesting that this personal debt should be paid from the Trust; (2) she was prioritizing her personal interests over her Trust duties and the well-being of the Trust beneficiaries; (3) she had received rental payments and income that were not placed into the Trust, and she had not reported the use of such funds to the defendants; and (4) she had failed by commission and omission to properly carry out the trustee's duties of accounting. The defendants asked the court to remove her as the acting trustee, and to replace her with the successor trustee, Brent E. Tiedemann.

¶ 11 On July 31, 2024, the trial court held a hearing on Debra's petition and the defendants' response. The court entered its order on August 26, 2024. In its order, the court noted that the Trust provided that Debra could reside in the marital home for her lifetime with conditions and that the marital home at the time of the Settlor's death was in Monticello, Illinois. The court also noted that the Trust provided general provisions for the payment of the Settlor's debts and expenses. The court took judicial notice of the Settlor's will and noted that it was a pour-over will with a few specific tangible personal property bequests, with the remainder pouring into the Trust.

¶ 12 The trial court noted that the Settlor signed a promissory note to the Bank individually and not in his capacity as trustee of the Trust on June 30, 2022, for \$862,400. Those funds were used to purchase a 61.6-acre parcel on Rentchler Station Road in St. Clair County. The mortgage dated the same date was signed by both Settlor and Debra. Three additional parcels of land were included with the Rentchler Station Road parcel as collateral to secure the promissory note.

¶ 13 The trial court found that section 20-19 of the Act was applicable to the transfer of the Rentchler Station Road property and to the Trust document. The court noted that the property was encumbered; that section 20-19 of the Act included all transfers of encumbered real estate transferred by operation of law pursuant to joint tenancy; and the Act also applied to nontestamentary instruments, like a trust. The court determined that the Trust language about payment of "just debts" was a general direction to the trustee to pay the Settlor's expenses of last illness, administrative expenses, and all estate, inheritance, and transfer taxes. The clause did not contain specific language "expressing the Settlor's intent that the Trust Estate shall pay or assumes the liability for encumbered real estate that passes upon his death through a right of survivorship or another non-testamentary instrument."

¶ 14 Additionally, the trial court noted that the Settlor did not execute a codicil to his will expressing his intent that section 20-19 of the Act should not apply and that the Trust shall pay the outstanding encumbrance upon the Rentchler Station Road property. The court concluded that the law presumed that the Settlor “understood that his spouse would receive the entire interest in the Rentchler Station Road property subject to the encumbrance, at the time of his death.” In support, the court noted that, although the Trust granted Debra a life estate in the marital residence subject to specific conditions, the Trust made Debra personally liable for “all monthly mortgage payments, costs and expenses incident to the use, debt service, maintenance, and protection thereof, and real estate taxes and insurance.” The court stated: “This language seems to suggest that the Settlor’s intent was for Section 20-19 to apply to any specific bequests or outright transfer of encumbered real property.” Overall, the trial court concluded that the Settlor had no intent to shift the Rentchler Station Road property debt owed to the Bank to the Trust. “The law presumes that Edward Tiedemann knew the law when he executed these documents, that he understood the application of Section 20-19 to the Rentchler property, and that he understood that his spouse would receive the entire interest in the Rentchler property subject to the encumbrance, at the time of his death.”

¶ 15 The trial court found that section 20-19 of the Act did not apply to the tractor debt, as it was personal property, and therefore, the Trust was responsible for paying that debt. The trial court also denied the defendants’ request to remove Debra as the trustee because the official accounting was not due until September 2024.

¶ 16 Debra appeals from the August 26, 2024, order.

¶ 17 II. Analysis

¶ 18 On appeal, Debra contends that the trial court erred both in finding that section 20-19 of the Act applied to the payment of the Settlor’s debts from the Trust, and in finding that she, as

trustee, could not pay off the promissory note with Trust assets. As the issues in this case involve the trial court's interpretation of statutory law, our review is *de novo*. *Central Illinois Light Co. v. Department of Revenue*, 335 Ill. App. 3d 412, 415 (2002).

¶ 19 When we interpret statutory language, our main objective is to determine and give effect to the legislature's intent. *Westberg v. Barcroft*, 2022 IL App (2d) 210543, ¶ 23 (citing *Rosenbach v. Six Flags Entertainment Corp.*, 2019 IL 123186, ¶ 24). "The most reliable indicator of legislative intent is the statutory language, given its plain and ordinary meaning." *Id.* "Each word, clause, and sentence of a statute must be given a reasonable construction, and no term should be rendered superfluous." *Id.* (citing *1010 Lake Shore Ass'n v. Deutsche Bank National Trust Co.*, 2015 IL 118372, ¶ 21). Moreover, a court cannot deviate from the statute's plain and unambiguous language by "reading into the statute exceptions, limitations, or conditions not expressed therein." *Id.* (citing *Rosenbach*, 2019 IL 123186, ¶ 24).

¶ 20 There is no question that article 10 of the Trust directs Debra to pay all "just debts" of the Settlor from the Trust estate. The defendants acknowledge that the promissory note is Settlor's debt. However, the defendants dispute that the promissory note qualifies as a "just debt" and note that section 20-19 of the Act expressly ended the common law doctrine of exoneration. Debra claims that the trial court misinterpreted section 20-19 of the Act.

¶ 21 The common law doctrine of exoneration provided that a devisee of encumbered real estate was entitled to a discharge of the encumbrance from the decedent's personal estate unless otherwise directed. *Griffin v. Gould*, 72 Ill. App. 3d 747, 749 (1979). This rule was followed in Illinois "as a corollary of the common law principle that a decedent's personalty is the primary fund for payment of his debts." *Id.* (citing *Watts v. Killian*, 300 Ill. 242 (1921); *Martin v. Martin*, 310 Ill. App. 622 (1941)).

¶ 22 Historically, the exoneration question was debated in legal circles. Noting that exoneration had been statutorily disposed of in New York in 1850 and in England in 1854, the question of whether Illinois should follow suit was deemed problematic, and thus, “[i]f the testator wants his will to reflect his wishes, what he thinks the law to be, then he must explicitly burden the devised realty with its mortgage” and “[i]t seems probable that a testator would believe that an encumbrance followed his devise. It would be more normal to expect him to comment if he wished it to be otherwise.” Lloyd J. Tyler Jr., *Should the Widow Pay?*, 47 Ill. B.J. 850, 852-53 (1959). “The inequitable case, the hard case \*\*\*, is more likely to occur where the devise is exonerated.” *Id.* Another author suggested that the doctrine of exoneration “thwarts intention more often than it fulfills it” and that “many, if not most testators, if they thought about the problem, would have said the \*\*\* devisee, should take the property with whatever encumbrance there might be on it, and assume the debt.” Austin Fleming, *Will Drafting Problems Posed by Mortgage Indebtedness*, 48 Ill. B.J. 846, 848 (1960).

¶ 23 The predecessor to section 20-19 of the Act took effect in 1967 (1967 Ill. Laws 2012 (§ 219b)) and eliminated the doctrine of exoneration, “[e]xcept as otherwise expressly provided by decedent’s will.” 755 ILCS 5/20-19 (West 2022). After the predecessor to section 20-19 took effect, legal scholars discussed application of the statutory language:

“A question suggested by the statutory words [of what is now section 20-19] is whether a general direction to the legal representative to pay the debts of the decedent constitutes an ‘express provision’ to the contrary. The majority rule appears to be that a general direction to pay debts is merely declaratory of the law and does not of itself indicate an affirmative or express intent to pay debts secured by a lien or encumbrance.” 4 William M. James, *Illinois Probate Law and Practice* § 219b.4, at 242 (Austin Fleming Supp. 1975).

Another author stated: “The new statute requires an express provision in the decedent’s will to overcome the effect of the statute and a mere statement to pay the testator’s debts will not be sufficient to overcome it.” Spencer H. Raymond, *1967 Legislative Changes Affecting Probate and Trust Law*, 56 Ill. B.J. 208, 215 (1967).

¶ 24 We review section 20-19 of the Act to determine if it applies to the outstanding indebtedness on the Rentchler Station Road property. Section 20-19(a) expressly provides: “When any real estate \*\*\* subject to an encumbrance \*\*\* passes by joint tenancy with right of survivorship \*\*\* the \*\*\* surviving tenant \*\*\* to whom the real estate \*\*\* passes, takes it subject to the encumbrance \*\*\*.” 755 ILCS 5/20-19(a) (West 2022). The Act defines an encumbrance to include a mortgage. *Id.* § 1-2.07. Thus, section 20-19 unquestionably applies to the transfer of the Rentchler Station Road property under the statute’s express terms.

¶ 25 The question that remains is whether Debra, as the undisputed owner of this property with its monetary encumbrance, can use Trust assets to pay off the encumbrance. Debra argues that the answer to this question lies within section 20-19 of the Act and contends that a decedent’s “real or personal estate” is different from a decedent’s “trust estate,” and because she was seeking payment of the promissory note with “trust” assets versus “real or personal estate” assets, the trial court’s order was erroneous. She cites no legal authority for this proposition, other than to state that there is no comparable statutory language in the Code (760 ILCS 3/101 *et seq.* (West 2022)).

¶ 26 We start with legal definitions of the terms at issue. The terms “real or personal estate,” “real and personal estate,” and “trust estate” are not defined in the Act or the Code. The term “real or personal estate” was used in the Act 9 times,<sup>1</sup> and the term, “real and personal estate” was used

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<sup>1</sup>The term “real or personal estate” can be found in sections 2-5, 4-6, 11-6, 11a-7, 13-4, 14-1, 20-19, 22-4, and 24-3 of the Act. See 755 ILCS 5/2-5, 4-6, 11-6, 11a-7, 13-4, 14-1, 20-19, 22-4, 24-3 (West 2022).

16 times in the Act.<sup>2</sup> The term “personal estate” is defined as “personal property” as follows: “Any movable or intangible thing that is subject to ownership and not classified as real property.” Black’s Law Dictionary (12th ed. 2024) (directed to “personal property (1) under PROPERTY”). The term “real estate” is defined as “real property” as follows: “Land and anything growing on, attached to, or erected on it, excluding anything that may be severed without injury to the land.” Black’s Law Dictionary (12th ed. 2024) (directed to “real property under PROPERTY”). The term “trust estate” is defined as “corpus” as follows: “[t]he property for which a trustee is responsible; the trust principal.—Also termed *res*, trust estate; trust fund; trust property; trust *res*, trust.” Black’s Law Dictionary (12th ed. 2024) (directed to “corpus (1)”).

¶ 27 Using rules of statutory construction by giving the words their plain and ordinary meaning (*Westberg*, 2022 IL App (2d) 210543, ¶ 23 (citing *Rosenbach*, 2019 IL 123186, ¶ 24)), we find that the terms real and/or personal estate as used in the Act simply mean real property and/or personal property. Reasonably interpreting this clause, we conclude that use of these terms, as they have been legally defined, simply denotes the distinction between realty and personal assets. Moreover, the term “trust estate” simply means the trust property. See *id.* (citing *1010 Lake Shore Ass’n*, 2015 IL 118372, ¶ 21).

¶ 28 We acknowledge that cases interpreting section 20-19’s prohibition of paying off encumbrances have only involved real estate taxes and not a survivor’s attempt to pay off a mortgage or promissory note. Nonetheless, we find that the analysis in these real estate taxes cases is helpful.

¶ 29 In *Gould*, 72 Ill. App. 3d at 750, Gould claimed that the will’s provision that “ ‘all indebtedness’ ” is to be paid, necessarily included real estate taxes. Gould argued that the word,

<sup>2</sup>The term “real and personal estate” can be found in sections 2-1, 2-2, 4-4, 4-13, 4-14, 6-2, 9-4, 9-8, 10-2, 10-4, 14-1, 18-14, 24-1, 24-3, 24-7, and 28-6 of the Act See 755 ILCS 5/2-1, 2-2, 4-4, 4-13, 4-14, 6-2, 9-4, 9-8, 10-2, 10-4, 14-1, 18-14, 24-1, 24-3, 24-7, 28-6 (West 2022).

“ ‘all’ ” must “be regarded as including the real estate taxes in order to avoid a construction rendering the word meaningless or mere surplusage.” *Id.* at 752. The appellate court stated: “The will must be considered in its entirety to determine testator’s intent and, to the extent possible, that construction should be adopted which will give effect to all the language employed.” *Id.* (citing *Kiesling v. White*, 411 Ill. 493, 499 (1952); *Glaser v. Chicago Title & Trust Co.*, 393 Ill. 447, 457 (1946)). The appellate court declined to reach a conclusion that “ ‘all indebtedness’ ” included real estate taxes, noting that given the history of exoneration, and section 20-19 of the Act, that phrase did not authorize the payment of real estate taxes from the estate as that would be in “contravention of the rule embodied in section 20-19.” *Id.* at 753. “To hold otherwise would have the effect of introducing exoneration into a statute enacted for the very purpose of avoiding its general application.” *Id.*; see *In re Estate of Matthews*, 409 Ill. App. 3d 780, 785-86 (2011) (holding that the decedent’s direction to the executor “ ‘[t]o pay all governmental charges, taxes or liens imposed upon my estate or upon the interest of any and all beneficiaries hereunder by any law of any state, foreign state or federal government, relating to the transfer of property by descent or devise’ ” did not constitute a specific direction for the estate to assume responsibility for the real estate taxes on the decedent’s realty, and instead concerned the payment of estate and inheritance taxes); *Merchants National Bank of Aurora v. Olson*, 27 Ill. App. 3d 432, 433-34 (1975) (applying section 20-19 of the Act and stating that the statute abrogates a surviving joint tenant’s rights “to have liens on the real estate paid in whole or in part out of the decedent’s probate estate,” but concluding that the bank—who only had a lien against the husband, and not the spouse—lost its lien upon the husband’s death); *In re Estate of Light*, 385 Ill. App. 3d 196, 197, 201 (2008) (where the decedent’s will directed the executor to pay “ ‘all taxes assessed or imposed against [her] estate or against any

beneficiary of [her] estate,’ ” the court found that real estate taxes were not included because the taxes were assessed and imposed against the real estate, not the decedent’s estate).

¶ 30 The promissory note and mortgage represent the Bank’s encumbrance against the property. Debra’s request to use Trust assets to pay off the loan on the property at issue is clearly contrary to the express wording of section 20-19 of the Act. See 755 ILCS 5/20-19(a) (West 2022). As Illinois law prohibits exoneration of the debt on encumbered assets, Debra, as the sole owner, is solely responsible for the outstanding debt. We note that the Settlor could have expressly authorized use of the Trust assets to pay off this encumbrance, but he did not. There is no catch-all provision allowing exoneration of debts on encumbered assets in his Trust. Moreover, he could have included this type of provision in his will or in a codicil to his will. He did not. As the first sentence of section 20-19 of the Act states: “Except as otherwise provided by decedent’s will,” there is no exoneration of encumbered assets in real estate. *Id.* § 20-19.

¶ 31 The provisions of the Trust provide additional support for the conclusion that Settlor never intended his trust assets to be used to pay off the encumbrance on the Rentchler Station Road property. “This court’s primary concern in construing a trust is to discover the settlor’s intent, which the court will effectuate if it is not contrary to law or public policy.” *Estate of Mendelson v. Mendelson*, 2016 IL App (2d) 150084, ¶ 25 (citing *First National Bank of Chicago v. Canton Council of Campfire Girls, Inc.*, 85 Ill. 2d 507, 513 (1981)). “The settlor’s intent is determined as of the time the instrument is executed.” *Id.* To ascertain the settlor’s intent, we must consider the plain and ordinary meaning of the words used by the settlor and must also consider the entire document. *Id.* (citing *First National Bank of Chicago*, 85 Ill. 2d at 514).

¶ 32 In the Settlor’s trust, he made provisions to allow Debra to have the marital home in Monticello “as her sole property” if they were living in that home when he died. He makes no

provisions about payment of real estate taxes, insurance, maintenance, or any other costs associated with home ownership. Notably, Debra did not seek guidance from the court on who was responsible for said expenses.

¶ 33 As Debra was living in the Monticello home when the Settlor died, alternative Trust provisions for Debra's housing after his death are inapplicable. However, we find that the alternative provisions provide insight into the Settlor's intentions. If they had been living anywhere but the Monticello home, the Settlor provided that while Debra could live there for her lifetime—so long as she did not remarry or cohabit with another person on a conjugal basis—she was expressly responsible for “costs and expenses incident to the use, debt service, maintenance and protection thereof, including the cost of monthly mortgage payments, if any, insurance and the taxes thereon.” Additionally, upon either Debra's “death, remarriage, cohabitation, abandonment of said property, or failure to pay the aforesaid costs and expenses incident to the use thereof, or at my death, if my wife predeceases me, said property shall be distributed per stirpes to my descendants then surviving.”

¶ 34 Article four of the Trust also capped the amount Debra could receive for the “property.” It is not clear what “the property” is as it was not defined, but it is not characterized as a marital domicile as used in other paragraphs in article four. The provision states:

“If the property which my wife and I own jointly \*\*\* does not have a \*\*\* fair market value, less mortgage or security interest debt \*\*\* of at least \$250,000.00 at the date of my death, my successor Trustee shall distribute next from the Trust Estate to my wife an amount equal to the difference between the \*\*\* [fair] market value of said jointly owned property and the sum of \$250,000.00 \*\*\*.”

¶ 35 We conclude that the Settlor's intent was to provide housing for Debra so long as she did not remarry or cohabit with a partner, that she was solely responsible for all costs and expenses associated with this housing, and that she was entitled to a certain amount of money for "the property." The balance of the trust was to be distributed to the Settlor's two sons, the defendants. Outside of the trust, Debra received the Rentchler Station Road property as the surviving joint tenant subject to the amount owed to the Bank. We find no basis in law or in the express terms of the Settlor's Trust and/or his will that Debra was entitled to pay off the encumbrance on the Rentchler Station Road property with Trust assets.

¶ 36 III. Conclusion

¶ 37 For the foregoing reasons, we affirm the order of the Piatt County circuit court.

¶ 38 Affirmed.

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*Tiedemann v. Tiedemann*, 2025 IL App (5th) 241010

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**Decision Under Review:** Appeal from the Circuit Court of Piatt County, No. 24-CH-2; the Hon. Dana C. Rhoades, Judge, presiding.

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**Attorneys  
for  
Appellant:** Michael J. Brusatte, David C. Thies, and Mia O. Hernandez, of Webber & Thies, P.C., of Champaign, for appellant.

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**Attorneys  
for  
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IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT  
PIATT COUNTY, ILLINOIS

**FILED**

AUG 26 2024

*SEF*  
SETH E. FLOYD  
CLERK OF THE CIRCUIT COURT

IN THE MATTER OF: )  
)  
THE EDWARD E. TIEDEMANN TRUST, )  
dated January 30, 2014. )

DEBRA A. TIEDEMANN, as TRUSTEE of the )  
EDWARD E. TIEDEMANN TRUST )  
dated January 30, 2014, )

Petitioner, )

vs. )

Case No. 2024CH2

BRENT E. TIEDEMANN and )  
KEVIN A. TIEDEMANN, )  
Respondents. )

**MEMORANDUM ORDER – PETITION FOR AID AND DIRECTION**

This matter came before the court for hearing on Debra A. Tiedemann’s Petition for Aid and Direction filed on February 28, 2024. The Petition relates to the payment of the Settlor’s outstanding debts, specifically a promissory note executed by the Settlor to First Federal Savings Bank of Mascoutah, Illinois, and an outstanding balance relating to the Settlor’s purchase of a tractor. Ms. Tiedemann, as the Trustee of the Edward E. Tiedemann Declaration of Trust (hereinafter referred to as the Trust), seeks direction from the court on whether the repayment of the promissory note and the tractor purchase should be made from the balance of the Trust Estate. The beneficiaries of the Trust, Brent and Kevin Tiedemann, are Edward Tiedemann’s sons and object to the repayment of the promissory note from assets held in the Trust Estate.

The parties agree that Edward Tiedemann passed away on September 7, 2023, and that on January 30, 2014, he created the Trust. The Trust created by Edward Tiedemann was a revocable living trust. At the time the Trust was originally created, two real estate parcels located in Belleville, Illinois, were transferred into the Trust to be held for the benefit of the Settlor's two adult sons, Brent and Kevin. Provisions for the distribution of income and principal to the beneficiaries were included in the Trust document. At some time later, a third real estate parcel also located in Belleville, Illinois, was transferred into the Trust to be held for the benefit of the beneficiaries under the terms of the Trust document. Edward Tiedemann served as the Trustee until the time of his death and upon his death, Debra Tiedemann became the Successor Trustee under the terms of the Trust.

The Trust document further provides that Debra Tiedemann may reside in the marital for her lifetime, with certain conditions, and if that marital home is different that 804 Hillside Drive, Monticello, Illinois, at the time of the Settlor's death. Based on the exhibits attached to the pleadings, the marital residence at the time of the Settlor's death was 3 Sangamon Oaks, Monticello, Illinois. The Trust document further provides that Debra Tiedemann shall pay the costs and expenses associated with the marital residence, including monthly mortgage, taxes and insurance while she resides in the property.

The Trust document makes general provisions for the payment of the Settlor's debts and expenses. Specifically, Article Ten of the Trust provides that the Trustee shall pay from the Trust Estate all of the Settlor's just debts, expenses of last illness, funeral expenses, administration expenses associated with the passing of property through his will, through the Trust, or otherwise, and estate related taxes.

The court takes judicial notice of the Last Will and Testament of Edward E. Tiedemann dated January 30, 2014, and filed with the Circuit Clerk of Piatt County, Illinois, on October 19, 2023. Section One of the Will states that the decedent has provided for the payment of his debts, expenses of administration, and estate related taxes under the terms of the Trust document executed on the same date. Other than a few specific bequests relating to tangible personal property, the Will is a “pour over will” pouring the residue of his estate into the Trust.

On June 30, 2022, Edward Tiedemann signed a promissory note to First Federal Savings Bank of Mascoutah promising to pay \$862,400.00 together with interest as provided under the terms of the promissory note. The funds obtained by Edward Tiedemann through the promissory note were used to purchase 61.6 acres on Rentchler Station Road, in St. Clair County, Illinois. This parcel is referred to as the Rentchler property. A mortgage for the Rentchler property was executed by both Edward and Debra Tiedemann on the same date as the promissory note. In addition to the mortgage on the Rentchler property, the three Trust parcels also were included as collateral to secure the promissory note. Exhibit 2 of the Petition for Aid and Direction shows that Edward Tiedemann executed the promissory note individually, and not in his capacity as Trustee.

Subsequent to Edward Tiedemann’s death on September 7, 2023, First Federal Savings Bank of Mascoutah has issued a Notice of Default dated January 19, 2024, to Debra Tiedemann, individually and as Trustee, and to Brent and Kevin Tiedemann, both individually and as beneficiaries of the Trust. The Notice of Default states that the Mortgagee will pursue foreclosure on the mortgaged properties if the default is not remedied. The question before this court is

whether Article Ten of the Trust directs the Trustee to pay the promissory note deficiency and the tractor balance with the Trust Estate assets or whether Section 20-19 of the Illinois Probate Act is applicable.

Section 20-19 provides in general that when any real estate subject to an encumbrance is specifically bequeathed by a will, passes by joint tenancy with right of survivorship, or is transferred under the terms of a trust agreement, or other non-testamentary instrument, the devisee of the real estate takes the real estate subject to the encumbrance and is not entitled to an exoneration of the encumbrance by having the encumbrance paid from the other real or personal estate of the decedent. *755 ILCS 5/20-19(a)*. This section of the Illinois Probate Act operates in derogation of the common law doctrine of exoneration, which provided that a devisee of encumbered real estate was entitled to a discharge of the lien from the testator's personal estate unless otherwise directed. *Griffin v. Gould, 72 Ill. App. 3d 747 (1<sup>st</sup> Dist. 1979)*. The Illinois Probate Act specifically provides that an encumbrance includes a mortgage. *755 ILCS 5/1-2.07*.

It must first be determined whether Section 20-19 is applicable to the transfer of the Rentschler property and to the Trust document in this case. The court notes that Section 20-19 clearly includes all transfers of encumbered real estate whether by a will, by joint tenancy with right of survivorship, or by the terms of a trust, or other non-testamentary instrument. The language is clear that Section 20-19 does not apply exclusively to specific bequests of real estate under the terms of a will but applies also to non-testamentary instruments such as trust documents or deeds granting an interest in real estate as a joint tenant with the right of survivorship. In the context of analyzing the application of Section 20-19 to the payment of real estate taxes, the First District stated that Illinois state law presumes that the creator of a will, or trust, has knowledge of the law governing the document at the time of its execution and that the

document is drafted in conformance with the law. *In re Estate of Matthews*, 409 Ill. App. 3d 780 (1<sup>st</sup> Dist. 2011); citing *In re Estate of Light* 385 Ill. App. 3d 196 (3<sup>rd</sup> Dist. 2008). The parties do not dispute that Debra Tiedemann held a joint interest in the Rentchler property with Edward Tiedemann with the right of survivorship. Therefore, Section 20-19 applies to the transfer of the Rentchler property under the express terms of the statute.

A review of applicable case law related to Section 20-19 is also instructive. The First District's decision in *In re the Estate of Matthews* addressed the payment of real estate taxes associated with real estate that passed under the decedent's will. In *Matthews*, the beneficiary of the gifted real estate paid the real estate taxes associated with the land from his own assets and then sought reimbursement from the decedent's residuary estate. The trial court determined that the beneficiary was entitled to reimbursement from the residue, however the First District reversed the trial court finding that Section 20-19 applied to the bequest. The court's objective is to ascertain the testator's intent and to effectuate that intent. *In re the Estate of Matthews*, 409 Ill. App. 3d (1<sup>st</sup> Dist. 2011); citing *Bank of America, N.A. v. Carpenter*, 401 Ill. App. 3d (1<sup>st</sup> Dist. 2010). The provisions of the document should not be considered in isolation, but rather in their entirety. *Id.* Courts have held that a testator who intends for his residual estate is to assume responsibility for real estate tax obligations associated with a specific bequest of property must make that intent sufficiently clear, and that the burden of that liability will not shift to the residual estate absent a clear expression of this intent. *In re Estate of Matthews*, 409 Ill. App. 3d 780 (1<sup>st</sup> Dist. 2011); citing *Griffin v. Gould*, 72 Ill. App. 3d 747 (1<sup>st</sup> Dist. 1979).

Both the First and Third District Appellate Courts have held that a general provision directing the payment of the decedent's expenses and indebtedness is insufficient language to express a clear intent of the decedent's wish to shift the liability for such encumbrances from the beneficiary to decedent's residual estate. *In re Estate of Matthews*, 409 Ill. App. 3d 780 (1<sup>st</sup> Dist. 2011); *In re Estate of Light*, 385 Ill. App. 3d 196 (3<sup>rd</sup> Dist. 2008). Where there is not specific language in the document stating that the estate is to assume the responsibility of the debt or encumbrance associated with the gifted real estate, then Section 20-19 will apply and the beneficiary of the bequest or transfer by other instrument, non-testamentary or otherwise, will take the real estate subject to the encumbrance. *Id.*

In the case at bar, the 2022 promissory note is unquestionably a debt of Edward Tiedemann at the time of his death. Based on the pleadings, the funds from the promissory note were used to purchase the 61.6-acre Rentchler property. Both Edward Tiedemann and Debra Tiedemann executed a mortgage on the Rentchler property the same date that Edward Tiedemann executed the promissory note. The Rentchler property was not transferred into the Trust and has become the property of Debra Tiedemann through her interest as a joint tenant with right of survivorship, thus triggering the application of Section 20-19.

The Last Will and Testament of Edward Tiedemann was executed at the same time as the Trust document and pours the residue estate into the Trust. The Will specifically states that the Trust document provides for the payment of the decedent's debts, expenses of administration, and estate taxes. The language in Article Ten of the Trust document is a general direction to the Trustee to pay all the Settlor's just debts including expenses of last illness, administration expenses, and all estate, inheritance, and transfer taxes. Article Ten of the Trust document does

not contain specific language expressing the Settlor's intent that the Trust Estate shall pay or assumes the liability for encumbered real estate that passes upon his death through a right of survivorship or another non-testamentary instrument. Edward Tiedemann did not execute a codicil to his Last Will and Testament expressing his intent for Section 20-19 to not apply to the transfer of the Rentchler property as is suggested by the caselaw.

In viewing the language of the Trust document and the Last Will and Testament as a whole, and not isolation, this court does not find that it was Edward Tiedemann's intent to shift the liability of the promissory note due to the First Federal Savings Bank of Mascoutah to the Trust Estate. Most notably, Edward Tiedemann did not execute a codicil to his Last Will and Testament or modify the Trust document expressing his intent that Section 20-19 should not apply to the Rentchler property. The court finds that Edward Tiedemann's estate plan is detailed and specific, demonstrating his intent to provide for his spouse and his two adult sons, and their families. The law presumes that Edward Tiedemann knew the law when he executed these documents, that he understood the application of Section 20-19 to the Rentchler property, and that he understood that his spouse would receive the entire interest in the Rentchler property subject to the encumbrance, at the time of his death.

As a small side note, Article Four of the Trust document specifically states that Debra Tiedemann has a lifetime right to reside in the marital residence, with certain conditions and if different from 804 Hillside Drive, Monticello, Illinois. Article Four further provides that Debra Tiedemann shall pay all monthly mortgage payments, costs and expenses incident to the use, debt service, maintenance, and protection thereof, and real estate taxes and insurance. This language seems to suggest that the Settlor's intent was for Section 20-19 to apply to any specific bequests or outright transfers of encumbered real property.

Based upon the statutory language of Section 20-19 of the Illinois Probate Act and the applicable caselaw, the court finds that Section 20-19 applies to the 61.6-acre Rentchler property, and that it was not the intent of Edward Tiedemann that the Trust Estate assume the liability for the payment of the promissory note associated with the Rentchler property due and owing to First Federal Savings Bank of Mascoutah, Illinois. The tractor debt is not subject to Section 20-19, as it is personal property and not real property. The Trust Estate would be responsible for the debt due and owing for the tractor under the terms of Article Ten of the Trust document.

At this time, the court declines to remove Debra Tiedemann as Trustee based on the facts before the court. The annual accounting would not be due until September 2024. The court finds that the Petition for Aid and Direction was filed in good faith and does not rise to a breach of fiduciary duty.

Judgement entered.

[NOTHING FOLLOWS]

Date: August 26, 2024

Enter:   
C I R C U I T J U D G E

FILED  
2/28/2024 2:21 PM  
Seth E. Floyd  
Clerk of the Circuit Court

IN THE CIRCUIT COURT OF THE  
SIXTH JUDICIAL CIRCUIT  
PIATT COUNTY, ILLINOIS

IN THE MATTER OF: )  
)  
THE EDWARD E. TIEDEMANN TRUST, )  
dated January 30, 2014. )  
)

---

DEBRA A. TIEDEMANN, as Trustee of the )  
EDWARD E. TIEDEMANN TRUST DATED )  
JANUARY 30, 2014, )

Petitioner, )

vs. )

Case No. 2024CH2

BRENT E. TIEDEMANN and KEVIN A. )  
TIEDEMANN, )

Respondents. )

**PETITION FOR AID AND DIRECTION**

Petitioner, Debra A. Tiedemann (“Petitioner” or “Trustee”), the trustee of the Edward E. Tiedemann Trust dated January 30, 2014 (the “Trust”), for her Petition for Aid and Direction from the Court pursuant to 760 ILCS 3/201, states as follows:

1. The Trust is a valid trust created by Edward E. Tiedemann (“Settlor”) on January 30, 2014. A copy of the Trust is attached as Exhibit 1.
2. The Settlor died on September 7, 2023. Thereafter, Petitioner became the trustee of the Trust. *See* Ex. 1 at Article 8(B).
3. Section 201 of the Illinois Trust Code states that the “court may adjudicate any matter arising in the administration of a trust to the extent its jurisdiction is invoked by an interested person or as provided by law.” 760 ILCS 3/201.

4. Trustee is an interested person, and hereby invokes the jurisdiction of this Court with respect to the issues presented herein. 760 ILCS 3/103(18).

5. As beneficiaries of the Trust, Brent E. Tiedemann and Kevin A. Tiedemann are subject to jurisdiction of this Court regarding any matter involving the Trust. 760 ILCS 3/202(b).

6. Venue is proper in this Court because Trustee is a resident of Piatt County and Piatt County is the principal place of administration of the Trust. 760 ILCS 3/204; 760 ILCS 3/108.

7. The Trust includes a provision which requires Trustee to pay the Settlor's debts from assets within the Trust Estate following the Settlor's death. Ex. 1 at Article 10 ("After my death, the Trustee shall pay from the Trust Estate, directly or through my personal representative, without appointment or reimbursement, all of my just debts").

8. Trustee is currently aware of the following outstanding debts of the Settlor: (1) a June 30, 2022 promissory note (the "Promissory Note") with an outstanding balance of \$858,476.08 (a copy of the Promissory Note is attached as Exhibit 2); and (2) an outstanding balance of \$22,978.61 with respect to a tractor (the "Tractor") purchased by the Settlor (a copy of a document showing the balance owed on the Tractor is attached as Exhibit 3).

9. Pursuant to the Trust, Trustee is obligated to pay the debts related to the Promissory Note and Tractor. Ex. 1 at Article 10.

10. The Promissory Note is secured by a mortgage on four properties in St. Clair County, Illinois. Ex. 2 at 2. Three of the properties (Parcel Numbers: 09-23.0-100-007, 09-23.0-200-012, 09-24.0-100-007) are within the Trust Estate (the "Subject Properties").

11. On January 19, 2024, the holder of the Promissory Note sent a Notice of Default. The notice is attached as Exhibit 4.

12. The holder of the Promissory Note has advised Trustee that it intends to foreclose on all properties listed on the mortgage, including the Subject Properties.

13. Trustee can avoid foreclosure on the Subject Properties by paying off the Promissory Note from assets within the Trust Estate, as required by Article 10 of the Trust.

14. Trustee believes the only assets currently within the Trust Estate are the Subject Properties. Trustee believes other assets will pour into the Trust following the probate of the Settlor's last will and testament. However, the timing of this is uncertain.

15. Trustee seeks aid and direction from the Court on how to proceed.

**WHEREFORE**, Petitioner respectfully requests that the Court provide aid and direction on how Trustee should proceed with respect to the payment of the Settlor's debts, as required by Article 10 of the Trust.

Respectfully submitted,

**DEBRA A. TIEDEMANN, Petitioner**

BY: WEBBER & THIES, P.C.

By: s/David C. Thies  
David C. Thies

**PREPARED BY:**

David C. Thies (3126449)

Mia O. Hernandez (6315070)

Michael J. Brusatte (6305551)

WEBBER & THIES, P.C.

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mhernandez@webberthies.com

mbrusatte@webberthies.com

**VERIFICATION**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that she verily believes the same to be true.

  
Debra A. Tiedemann

# Exhibit 1

**THE EDWARD E. TIEDEMANN**  
**DECLARATION OF TRUST**

This Declaration of Trust, which shall be known as "The Edward E. Tiedemann Declaration Of Trust", made by Edward E. Tiedemann of Monticello, Illinois ("Settlor"), this 30 day of January, 2014, WITNESSETH:

**ARTICLE ONE**  
Transfers, Additions To And  
Withdrawals From The Trust Estate

I hereby declare that from and after the date hereof, I shall hold and administer as Trustee the property described in "Schedule A", which is attached hereto and hereby incorporated herein by reference, and any other property that may be added to this Trust by me or otherwise, together with the proceeds thereof ("the Trust Estate"), under the terms and provisions of this instrument. I retain the right to withdraw any or all of the Trust Estate, free from the provisions of this instrument. Withdrawals shall be accomplished by my execution of a written notice delivered to the Trustee.

**ARTICLE TWO**  
Amendment and Revocation

I reserve the right, from time to time, to amend this instrument in any respect, or to revoke it, in whole or in part, by an instrument in writing signed by me and delivered to the Trustee during my life; provided that the duties and compensation of the Trustee shall not be changed materially by any amendment without the Trustee's approval.

**ARTICLE THREE**  
Disposition of Income And Principal  
During Settlor's Life

As long as I am acting as Trustee, I shall have the full power and authority to manage and withdraw any part, or all, of the income and principal of the Trust Estate or pay the same for any

purpose whatsoever. If I am not Trustee and while I am alive, my successor Trustee shall distribute to me or for my benefit so much or all of the net income and principal of the Trust as the Trustee, in the Trustee's discretion, believes desirable for my support, comfort, enjoyment, maintenance and medical care, taking into consideration my other resources known to the Trustee, and the Trustee shall add to principal any net income not applied for such purposes; and I also direct my Trustee, during such time, that my wife, Debra A. Tiedemann ("my wife"), shall have the use and enjoyment, rent free, of any residential real estate that is part of the Trust Estate and which she is occupying as her domicile, and the Trust Estate shall be responsible for my share of any costs and expenses incident to the use, debt service, maintenance and protection thereof, including the cost of monthly mortgage payments, insurance and the taxes thereon.

**ARTICLE FOUR**  
Disposition Of Income And Principal  
After Settlor's Death

A. At my death, if my wife survives me, and we are married, my successor Trustee shall hold, administer and distribute the Trust Estate, after making the payments provided for in ARTICLE TEN below, as follows, to-wit:

(1) If the property which we are occupying as our marital domicile is the home at 804 Hillside Drive, Monticello, Illinois, and said property is or becomes part of the Trust Estate, said property shall be distributed to my wife as her sole property. If said property is or becomes part of the Trust Estate, and my wife and I are not occupying it as our marital domicile at the date of my death, this bequest is withdrawn; and

(2) If my wife and I are occupying a property other than that referred to in sub-paragraph (1) above as our marital domicile, which property is or

becomes part of the Trust Estate, I direct my Trustee that my wife shall have the use and enjoyment, rent free, of said real estate for and during her lifetime, or until she remarries or cohabits with another in a conjugal relationship, or leaves the said real estate and does not return for a continuous period of four (4) months, provided she pays the costs and expenses incident to the use, debt service, maintenance and protection thereof, including the cost of monthly mortgage payments, if any, insurance and the taxes thereon. Upon my wife's death, remarriage, cohabitation, abandonment of said property, or failure to pay the aforesaid costs and expenses incident to the use thereof, or at my death, if my wife predeceases me, said property shall be distributed per stirpes to my descendants then surviving;

(3) If the property which my wife and I own jointly, as joint tenants or as tenants by the entirety, does not have a net market value (fair market value, less mortgage or security interest debt) of at least \$250,000.00 at the date of my death, my successor Trustee shall distribute next from the Trust Estate to my wife an amount equal to the difference between the net market value of said jointly owned property and the sum of \$250,000.00; and

(4) The balance of the Trust Estate shall be distributed in equal shares to my sons, Brent E. Tiedemann and Kevin A. Tiedemann ("my sons"), if they survive me, with the share of either son who predeceases me being distributed per stirpes to his descendants who survive me and the share of either son who predeceases me without leaving a descendant who survives me being distributed per stirpes to my descendants who survive me, provided that the distributive share

of any descendant of mine who is under the age of thirty-five (35) years at the date of distribution shall be distributed to my daughter-in-law, Cody Tiedemann, as Trustee, for the benefit of said descendant, which Trust shall be held, administered and distributed as provided in ARTICLE FIVE below.

B. At my death, if my wife fails to survive me, the Trust Estate shall be distributed in equal shares to my sons, if they survive me, which share of either son who fails to survive me being distributed per stirpes to his descendants who survive me, and the share of either son who fails to survive me and who has no descendant who survives me being distributed per stirpes to my descendants who survive me; provided that the distributed share of any descendant of mine who is under the age of thirty-five (35) years at the date of distribution shall be distributed to my daughter-in-law, Cody Tiedemann, as Trustee, for the benefit of said descendant, which Trust shall be held, administered and distributed as provided in ARTICLE FIVE below.

**ARTICLE FIVE**  
Descendant's Trust

Any Trust set aside above for a descendant of mine ("the beneficiary") shall be held, administered and distributed as follows:

(a) (1) While said beneficiary is under the age of thirty-five (35) years, the Trustee may pay to the beneficiary, or use for his or her benefit, so much or all of the income of the Trust as the Trustee determines to be required or desirable for his or her health, education, support and maintenance, adding any excess income to principal. The judgment of the Trustee as to the propriety and amounts of such payments, uses and applications of income shall be conclusive and binding upon all persons whomsoever;

and

(2) The Trustee may, if in the Trustee's opinion the income of the Trust and cash resources from all other sources known to the Trustee to be available to the beneficiary are insufficient to satisfy the beneficiary's legitimate needs for health, education, support and maintenance, distribute to the beneficiary, or use for his or her benefit, so much of the principal of the Trust as the Trustee considers reasonably necessary or advisable for such purposes. The judgment of the Trustee as to the propriety and amounts of such payments, uses and applications of principal shall be conclusive and binding upon all persons whomsoever.

(b) When the beneficiary reaches the age of thirty-five (35) years, the Trustee shall distribute the balance of the principal, and any accrued and undistributed net income, of the Trust to the beneficiary. If the beneficiary dies prior to the full distribution of the Trust, the Trust shall be distributed to his or her then living descendants per stirpes, or if he or she has no descendant then surviving, the Trust shall be distributed per stirpes to my descendants then surviving.

(c) If any share of the Trust of a beneficiary should go to another descendant of mine for whom there is a share of the Trust Estate then held in trust under the terms of this Declaration Of Trust, then the same shall be distributed to and be held by the Trustee of such Trust, as part of and upon the same terms as are herein set out respecting the original share of such other descendant.

#### **ARTICLE SIX** Survivorship

No person hereinabove named or described in this Trust shall be deemed to have survived me unless she or he is living on the sixtieth (60th) day after the date of my death.

**ARTICLE SEVEN**  
Spendthrift Provisions

Neither the principal nor the income of the Trust Estate shall be liable for the debts of any beneficiary hereof, except as provided in ARTICLE TEN below, nor shall the same be subject to seizure by any creditor of any beneficiary under any writ or any proceeding at law or in equity, and no beneficiary shall have any power to sell or assign, transfer, encumber or in any other manner to anticipate or dispose of his or her interest in the Trust Estate, or the income produced thereby, except as may be herein provided.

**ARTICLE EIGHT**  
Successor Trustees

A. If a majority of my wife and my children living and competent certify in writing to my successor Trustee hereinafter named that in their judgment I am unable to properly administer the Trust for my own benefit, the said successor Trustee hereinafter named shall become the Trustee of this Trust in my place.

B. I hereby appoint my wife as successor Trustee of this Trust. If my wife is unable or ceases to serve as successor Trustee, I appoint my son, Brent E. Tiedemann, as successor Trustee. Successor Trustees shall have the same powers as provided herein to the Trustee, and as used in this instrument, the term "Trustee" shall apply equally to any successor Trustee duly appointed and serving in such capacity.

**ARTICLE NINE**  
General Administrative Directions and Powers

In the administration of the trusts created hereunder, I direct as follows:

(a) If any beneficiary to whom the Trustee is directed in a preceding provision to distribute any share of trust principal is under the age of twenty-one (21) years when the distribution is to be made, and if the Trustee is not otherwise directed in this instrument to hold

such in trust, said beneficiary's share shall vest in him or her indefeasibly; but the Trustee may, in the Trustee's discretion, distribute such share to a custodian under a Uniform Transfer to Minors Act or hold it as a separate trust for such period of time as the Trustee deems advisable, but not after the time the beneficiary reaches that age. If the Trustee holds such share as a separate trust, the Trustee may use for the benefit of the beneficiary so much of the income and principal as the Trustee determines to be required for his or her support and education, adding any excess income to principal;

(b) Unless otherwise herein provided, upon the death of an income beneficiary, any accrued or undistributed income shall be held and accounted for, or distributed, in the same manner as if it had been received and accrued after the beneficiary's death;

(c) If at any time any beneficiary to whom the Trustee is directed in this instrument to pay any income is under legal disability or is in the opinion of the Trustee incapable of properly managing his or her affairs, the Trustee may use such income for his or her benefit;

(d) The Trustee either may expend directly any principal or income which the Trustee is authorized in this instrument to use for the benefit of any person, or may pay it over to him or her or for his or her use to his or her parent, guardian, custodian under any Uniform Transfer to Minors Act or to any person with whom the beneficiary is residing, without responsibility for its expenditure. The Trustee's discretion in this regard shall be conclusive and binding on all persons whomsoever;

(e) Unless otherwise provided herein, in determining whether and to what extent to make discretionary payments of income or principal to, or for the benefit of, any beneficiary, the Trustee may, but shall not be required to, take into account any other property or

sources of income or support of the beneficiary known to the Trustee. Discretionary payments of income or principal shall not be considered as advancements;

(f) In determining whether and to what extent a power of appointment has been exercised by will, the Trustee may rely upon any instrument admitted to probate in any jurisdiction as the will of the holder of the power. The Trustee may act as if the holder of the power died intestate if the Trustee has no notice of a will within three months after the date of the holder's death;

(g) Notwithstanding anything contained herein to the contrary, the trusts under this instrument shall terminate, if they have not already terminated, not later than twenty-one years after the death of the last survivor of my wife and my descendants living on the date at my death, at the end of which period the Trustee shall distribute each remaining portion of the trust property to the beneficiary at that time, of the current income;

(h) (1) The Trustee shall not be required to give any bond as trustee, to qualify before, be appointed by or in the absence of breach of trust to account to any court; or to obtain the order or approval of any court in the exercise of any power or discretion;

(2) No person paying money or delivering any property to the Trustee need see to its application;

(3) The Trustee shall be entitled to reasonable compensation for services in administering and distributing the trust property, and to reimbursement for expenses;

(4) The Trustee may rely upon any notice, certificate, affidavit, letter, telegram or other paper or document believed by the Trustee to be genuine, or upon any evidence deemed by the Trustee to be sufficient, in making any payment or distribution. The Trustee shall

incur no liability for any payment or distribution made in good faith and without actual knowledge of a changed condition or status affecting any person's interest in the trust;

(5) The Trustee may consolidate and hold as a single trust property held hereunder and property held under another trust if the beneficiaries and the terms of both trusts are substantially the same; and

(6) Whenever the context requires or permits, the gender and number of words shall be interchangeable.

(i) The powers and discretions granted trustees under the Illinois Trusts and Trustees Act, in effect from time to time, shall apply to each trust created and trustee appointed hereunder.

(j) Any trustee may resign by giving thirty (30) days written notice to the persons described in paragraph (o).

(k) (i) If both of my successor Trustees appointed in paragraph B. of ARTICLE EIGHT above fail or cease to act as a successor Trustee, the persons described in paragraph (o) shall appoint as successor trustee any bank or trust company, wherever situated; and

(ii) If for any reason my daughter-in-law, Cody Tiedemann, fails or ceases to act as Trustee of a Descendant's Trust administered pursuant to ARTICLE FIVE above, I appoint my surviving son as successor Trustee of said Trust, and if he also fails or ceases to act as Trustee of said Trust, the persons described in paragraph (o) shall appoint as successor trustee any bank or trust company, wherever situated.

(l) The persons described in paragraph (o) may at any time approve the accounts of the Trustee, with the same effect as the approval of the accounts by a court of

competent jurisdiction.

(m) If a successor corporate trustee is merged with, or transfers substantially all of its assets and business to another corporation, or is in any other manner reorganized or reincorporated, then the resulting or transferee corporation shall be the trustee.

(n) As often as the Trustee deems such action to be advantageous to the trust or any beneficiary, the Trustee may by written instrument, resign and appoint as substitute trustee any bank or trust company. The substitute trustee or trustees shall have all the powers and discretions of the Trustee, but shall exercise the same under the supervision of the Trustee. The Trustee may remove the substitute trustee at any time and reappoint herself/himself/themselves as Trustee.

(o) The notice referred to in paragraph (j) shall be given to, the appointment of successor trustees pursuant to paragraph (k) shall be made by, and the accounts of the Trustee may be approved pursuant to paragraph (l) by the beneficiary or beneficiaries to whom the income of the trust then is, or may be paid. If any beneficiary is then under legal disability, the notice may be given to, or the appointment or approval may be made by, either of the beneficiary's parents, the beneficiary's legal guardian or conservator, or the beneficiary's attorney-in-fact.

#### ARTICLE TEN

##### Payment of Debts, Administrative Costs and Taxes

After my death, the Trustee shall pay from the Trust Estate, directly or through my personal representative, without apportionment or reimbursement, all of my just debts, including the expenses of my last illness and funeral, all expenses of administration of property wherever situated, passing under my Will or this instrument or otherwise, and all estate, inheritance,

transfer and succession taxes which become due by reason of my death (including interest and penalties thereof, if any), other than any tax on a generation-skipping transfer which is not a liability of my estate.

**ARTICLE ELEVEN**  
Governing Law

This instrument shall be governed by and interpreted in accordance with the laws of the State of Illinois, the place where this instrument has been executed.

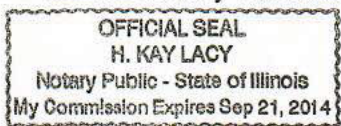
IN WITNESS WHEREOF, the Settlor has signed this instrument, consisting of fifteen (15) pages, the next pages included, on this 30<sup>th</sup> day of January, 2014.

Edward E. Tiedemann  
Edward E. Tiedemann, Settlor

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF PIATT     )

On this 30<sup>th</sup> day of January, 2014, before me appeared Edward E. Tiedemann, to me personally known, who being by me duly sworn, did say that he signed the foregoing instrument and said Edward E. Tiedemann acknowledged said Trust to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County and State this 30<sup>th</sup> day of January, 2014.



H. Kay Lacy  
Notary Public

We certify that in our presence on this 30<sup>th</sup> day of January, 2014, Edward E. Tiedemann signed the foregoing instrument, that at his request and in his presence and in the presence of each other we have signed our names below as witnesses, believing at this time that the said Edward E. Tiedemann is of sound mind and memory and under no constraint or compulsion.

W. F. [Signature]  
Jaurie Lumery

Monticello, IL  
Monticello, IL

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**SCHEDULE A TO  
THE EDWARD E. TIEDEMANN DECLARATION OF TRUST**

**Real Estate:**

**Tract #1:**

The Northeast One-Quarter (NE  $\frac{1}{4}$ ) of Section Twenty-three (23), in Township One (1) North, Range Seven (7) West of the Third Principal Meridian, St. Clair County, Illinois.

**EXCEPTING** that part thereof acquired by United States of America by Condemnation proceedings in the U.S. District court dated February 16, 1955 under Case No. 3123 described as follows:

The South One-Half (S  $\frac{1}{2}$ ) of the Northeast One-Quarter (NE  $\frac{1}{4}$ ) of Section Twenty-three (23), Township One (1) North, Range Seven (7) West of the Third Principal Meridian, St. Clair County, Illinois, except the West 200.0 feet thereof; together with the South 120.0 feet of the West 1230.0 feet of the East 1630.0 feet of the North One-Half (N  $\frac{1}{2}$ ) of the Northeast One-Quarter (NE  $\frac{1}{4}$ ) of said Section Twenty-three (23), in St. Clair County, Illinois, containing 77.33 acres, more or less.

**ALSO** the following easement for the purpose of ingress and egress:

The West 50 feet of the East 62 feet of the Northwest One-Quarter (NW  $\frac{1}{4}$ ) of the Northeast One-Quarter (NE  $\frac{1}{4}$ ) of Section Twenty-three (23), Township One (1) North, Range Seven (7) West of the Third Principal Meridian, St. Clair County, Illinois, except the South 120 feet thereof and except that part thereof lying within the right-of-way of State Bond Issue No. 161 and subject to all other encumbrances of record.

**EXCEPTING** further that part thereof conveyed to Albert R. Johnson and Anna K. Johnson, his wife, by deed dated August 29, 1956 and recorded in the Recorder's Office of St. Clair County, Illinois, on September 10, 1956 as Document No. 858745, more particularly described as follows:

Part of the Northwest One-Quarter (NW  $\frac{1}{4}$ ) of the Northeast One-Quarter (NE  $\frac{1}{4}$ ) of Section Twenty-three (23), Township One (1) North, Range Seven (7) West of the Third Principal Meridian, St. Clair County, Illinois, more particularly described as follows: Beginning the survey thereof at a point in the North line of said quarter quarter Section distant 150 feet West of the Northeast corner of said quarter quarter Section, thence South to a point distant 208.7 feet South of the Southerly Right of Way line of State Bond Issue Route No. 161, thence West a distance of 100 feet to a point, thence North to a point in the North line of said quarter quarter Section, thence East a distance of 100 feet to the point of beginning.

**EXCEPTING** further that part thereof conveyed to Morris Pirson and Agnes G. Pirson, his wife, by deed dated August 29, 1956 and recorded in said Recorder's Office on October 2, 1956 as

Document No. 861729, more particularly described as follows:

Part of the Northwest One-Quarter (NW $\frac{1}{4}$ ) of the Northeast One-Quarter (NE $\frac{1}{4}$ ) of Section Twenty-three (23) in Township One (1) North, Range Seven (7) West of the Third Principal Meridian, St. Clair County, Illinois, more particularly described as follows:

Beginning the survey thereof at a point in the North line of said quarter quarter Section distant 250 feet West of the Northeast corner of said quarter quarter Section, thence South to a point distant 208.7 feet South of the Southerly Right of Way line of State Bond Issue Route No. 161, thence West a distance of 200 feet to a point, thence North to a point in the North line of said quarter quarter Section, thence East a distance of 200 feet to the point of beginning.

**EXCEPTING FURTHER** that part of the Northeast One-Quarter (NE $\frac{1}{4}$ ) of the Northeast One-Quarter (NE $\frac{1}{4}$ ) of Section Twenty-three (23) in Township One (1) North, Range Seven (7) West of the Third Principal Meridian, St. Clair County, Illinois, more particularly described as follows:

Beginning at the pin in State Highway 161 that is the Northwest corner of the Northeast One-Quarter (NE $\frac{1}{4}$ ) of the Northeast One-Quarter (NE $\frac{1}{4}$ ) of Section Twenty-three (23) in Township One (1) North, Range Seven (7) West of the Third Principal Meridian, thence South 615 feet to a point, thence East 354.14 feet to a point, thence North 615 feet to a point, thence West 354.14 feet to the point of beginning.

**ALSO** The North One-Half (N  $\frac{1}{2}$ ) of the Northwest One-Quarter (NW $\frac{1}{4}$ ) of Section No. Twenty-four (24) in Township One (1) North, Range Seven (7) West of the Third Principal Meridian, St. Clair County, Illinois.

**ALSO** That part of the Northeast One-Quarter (NE  $\frac{1}{4}$ ) of Section No. Twenty-four (24) in Township One (1) North, Range Seven (7) West of the Third Principal Meridian, lying West of Silver Creek, St. Clair County, Illinois.

**EXCEPTING** 8.9 acres of land thereof conveyed to Rachel A. Quick and Daniel T. Quick, her husband by deed dated January 31, 1936 and recorded in said Recorder's Office in Book 847 on page 586 and more particularly described as follows:

Part of the North One-Half (N $\frac{1}{2}$ ) of the Northeast One-Quarter (NE $\frac{1}{4}$ ) of Section Twenty-four (24), Township One (1) North, Range Seven (7) West of the Third Principal Meridian, St. Clair County, Illinois, being all that part lying West of the old channel of Silver Creek and East of a certain tract conveyed to the County of St. Clair for channel change, deed recorded in Book 797 page 44, said tract conveyed to the County being more particularly described as follows:

All that portion of Lot 13 in Section Twenty-four (24) contained in a strip of uniform width of 100 feet, being 50 feet on each side of a line described as follows:

161; thence 1848.9 feet westerly, measured along said center line from the east line of

said Section Twenty-four (24) to the true point of beginning; thence South 24 degrees 17 minutes West 1,000 feet. All being shown by plat recorded in the Recorder's Office of St. Clair County, Illinois, in Plat Book 35, pages 51 and 52. Tract hereby released contains 8.9 acres, more or less, St. Clair County, Illinois.

**SUBJECT TO** the following:

Building lines as set by Supervisors Resolution dated February 6, 1932, and recorded in Corporation Record 22 on page 612, in the Office of the Recorder of Deeds of St. Clair County, Illinois.

Rights of the public, municipality, State of Illinois and public and quasi-public utilities in and to that part of premises in question falling in the Belleville-Carlyle Road as shown in County Court Record A-475 and in and to that part of premises described above falling in State Bond Issue Route 161 as shown on Plat in Book of Plats 34 on pages 51 and 52 in said Recorder's Office.

Rights of the County of St. Clair, State of Illinois, and public and quasi-public utilities in and to that part of the Northeast One-Quarter (NE $\frac{1}{4}$ ) of Section Twenty-three (23) lying North of a line which is parallel to and 40 feet South of the centerline for a highway known as State Bond Issue Route 161 as shown on Plat in Book of Plats 34 on pages 51 and 52 in said Recorder's Office (exclusive of the highway as shown in County Court Record A page 475) by virtue of Right of Way deed for public road purposes from George W. Tiedemann et al to County of St. Clair, State of Illinois, dated September 30, 1932, and recorded October 1, 1932, in Book 797 on page 44, in said Recorder's Office.

Rights of the public, municipalities, State of Illinois, and public and quasi-public utilities in and to any portion of premises above described taken, used or dedicated for other roads, streets, or highways.

Grant of Right of Way from George W. Tiedemann, Executor of the Estate of Jennie Tiedemann, deceased, to Illinois Power and Light Corporation dated September 14, 1936, and recorded January 5, 1937, in Book 851 on page 267, for the erection, operation, maintenance and removal of an electric distribution and transmission line and appurtenant facilities together with right of ingress and egress and right to remove trees, bushes, branches, shrubbery and other obstacles over and across the Northeast One-Quarter (NE $\frac{1}{4}$ ) of Section Twenty-three (23) not more than 8 poles to be located on property above described and the centerline of said electric line to be "adjacent to and along the South line of State Route No. 161". Situated in the County of St. Clair, State of Illinois.

Parcel #09-23-0-200-011 DIV & 009 TR

Address: 4500 State Route 161  
Belleville, IL 62221

**TRACT #2:**

The East Twenty (20) acres of the following described real estate:

Outlot "A" of "Hobart C. Plab Assessment Plat"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "54" on page 62.

Included as part of the Twenty (20) acres conveyed hereby is the 50' strip lying between Lots Four (4), Five (5), and Six (6) of "Hobart C. Plab Assessment Plat".

Parcel #09-23-0-100-007TR

Address: 4500 State Route 161  
Belleville, IL 62221

**Other:** None

# **Exhibit 2**

# PROMISSORY NOTE

| Principal    | Loan Date  | Maturity   | Loan No | Call / Coll | Account | Officer | Initials |
|--------------|------------|------------|---------|-------------|---------|---------|----------|
| \$862,400.00 | 06-30-2022 | 06-30-2032 | 1944    |             |         | MJS     |          |

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** Edward E. Tiedemann  
3 Sangamon Oaks  
Monticello, IL 61856

**Lender:** FIRST FEDERAL SAVINGS BANK OF MASCOUTAH  
MAIN OFFICE  
101 WEST MAIN STREET  
MASCOUTAH, IL 62258  
(618) 566-2343

**Principal Amount:** \$862,400.00

**Interest Rate:** 4.950%

**Date of Note:** June 30, 2022

**PROMISE TO PAY.** Edward E. Tiedemann ("Borrower") promises to pay to FIRST FEDERAL SAVINGS BANK OF MASCOUTAH ("Lender"), or order, in lawful money of the United States of America, the principal amount of Eight Hundred Sixty-two Thousand Four Hundred & 00/100 Dollars (\$862,400.00), together with interest on the unpaid principal balance from June 30, 2022, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 4.950%, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

**PAYMENT.** Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in 39 regular payments of \$13,840.16 each and one irregular last payment estimated at \$713,960.63. Borrower's first payment is due September 30, 2022, and all subsequent payments are due on the same day of each quarter after that. Borrower's final payment will be due on June 30, 2032, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. The payment amounts are based on an amortization over 120 payment periods. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs.

**INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year (365 for all years, including leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

**RECEIPT OF PAYMENTS.** All payments must be made in U.S. dollars and must be received by Lender at:

FIRST FEDERAL SAVINGS BANK OF MASCOUTAH  
MAIN OFFICE  
101 WEST MAIN STREET  
MASCOUTAH, IL 62258

All payments must be received by Lender consistent with any written payment instructions provided by Lender. If a payment is made consistent with Lender's payment instructions but received after 4:00 PM Central Time on a business day, Lender will credit Borrower's payment on the next business day.

**PREPAYMENT.** Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: FIRST FEDERAL SAVINGS BANK OF MASCOUTAH, 101 WEST MAIN STREET MASCOUTAH, IL 62258.

**LATE CHARGE.** If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, the total sum due under this Note will continue to accrue interest at the interest rate under this Note.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Death or Insolvency.** The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

**PROMISSORY NOTE  
(Continued)**Loan No: [REDACTED] 1944

Page 2

**CONFESSION OF JUDGMENT.** Borrower hereby irrevocably authorizes and empowers any attorney-at-law to appear in any court of record and to confess judgment against Borrower for the unpaid amount of this Note as evidenced by an affidavit signed by an officer of Lender setting forth the amount then due, attorneys' fees plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of this Note, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Note have been paid in full. Borrower hereby waives and releases any and all claims or causes of action which Borrower might have against any attorney acting under the terms of authority which Borrower has granted herein arising out of or connected with the confession of judgment hereunder.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**COLLATERAL.** Borrower acknowledges this Note is secured by the following collateral described in the security instruments listed herein:

- (A) a Mortgage dated June 30, 2022, to Lender on real property located in St. Clair County, State of Illinois.
- (B) an Assignment of All Rents to Lender on real property located in St. Clair County, State of Illinois.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES.** Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: FIRST FEDERAL SAVINGS BANK OF MASCOUTAH 101 WEST MAIN STREET MASCOUTAH, IL 62258.

**AFFIRMATIVE COVENANTS.** All Borrowers and Guarantors (if applicable), hereby agree that as long as this Note remains in effect, all agree provide financial statements and tax returns within 60 days of each calendar or fiscal year end. These statements should be in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit books at all reasonable times. Borrowers and Guarantors further agree to furnish additional and statements, as Lender may request from time to time.

**GENERAL PROVISIONS.** This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

**PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.**

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

**BORROWER:**

X Edward E. Tiedemann  
Edward E. Tiedemann



A02751621  
MICHAEL T. COSTELLO  
RECORDER OF DEEDS  
ST. CLAIR COUNTY  
BELLEVILLE, IL  
07/01/2022 01:44:09PM  
RHSP FEE: 9.00  
TOTAL FEE: \$45.00  
PAGES: 16

Illinois Title & Escrow

22100960

RECORDATION REQUESTED BY:  
FIRST FEDERAL SAVINGS  
BANK OF MASCOUTAH  
MAIN OFFICE  
101 WEST MAIN STREET  
MASCOUTAH, IL 62258

WHEN RECORDED MAIL TO:  
FIRST FEDERAL SAVINGS  
BANK OF MASCOUTAH  
MAIN OFFICE  
101 WEST MAIN STREET  
MASCOUTAH, IL 62258

SEND TAX NOTICES TO:  
Edward E. Tiedemann; Debra  
A. Tiedemann; and The  
Edward E. Tiedemann  
Declaration Of Trust Dated  
January 30, 2014  
3 Sangamon Oaks  
Monticello, IL 61856

FOR RECORDER'S USE ONLY

45  
This Mortgage prepared by:  
FIRST FEDERAL SAVINGS BANK OF MASCOUTAH  
101 WEST MAIN STREET  
MASCOUTAH, IL 62258

MORTGAGE

MAXIMUM LIEN. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$862,400.00.

THIS MORTGAGE dated June 30, 2022, is made and executed between Edward E. Tiedemann; Debra A. Tiedemann; and The Edward E. Tiedemann Declaration Of Trust Dated January 30, 2014, whose address is 3 Sangamon Oaks, Monticello, IL 61856 (referred to below as "Grantor") and FIRST FEDERAL SAVINGS BANK OF MASCOUTAH, whose address is 101 WEST MAIN STREET, MASCOUTAH, IL 62258 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in St. Clair County, State of Illinois:

See Exhibit 'A', which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 61.6 acres Rentchler Station Rd., 4500 E Hwy 161, 41.54 & 148.43 acres State Rt 161 E, Belleville, IL 62221. The Real Property tax identification number is 09-34.0-100-001, 09-23.0-100-007, 09-23.0-200-012, & 09-24.0-100-007.

**MORTGAGE  
(Continued)**

Loan No: [REDACTED] 1944

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leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other

**MORTGAGE  
(Continued)**

Loan No: [REDACTED] 1944

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costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest

**MORTGAGE  
(Continued)**

Loan No: [REDACTED] 1944

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paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the

**MORTGAGE  
(Continued)**

Loan No: [REDACTED] 1944

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proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

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**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments

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(Continued)**Loan No:            1944

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of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**REINSTATEMENT OF SECURITY INTEREST.** If payment is made by Borrower, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Borrower), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Mortgage.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

**Payment Default.** Borrower fails to make any payment when due under the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Other Defaults.** Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

**Default in Favor of Third Parties.** Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Mortgage or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

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**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution or termination of the Trust, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse

**MORTGAGE  
(Continued)**

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instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Mortgagee in Possession.** Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Borrower and Grantor hereby waive any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

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(Continued)**

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**NOTICES.** Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Governing Law.** This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Illinois.

**Joint and Several Liability.** All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest

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(Continued)**

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or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waive Jury.** All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means Edward E. Tiedemann and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Grantor.** The word "Grantor" means Edward E. Tiedemann; Debra A. Tiedemann; and The Edward E. Tiedemann Declaration Of Trust Dated January 30, 2014.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of,

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(Continued)**Loan No: [REDACTED] 1944

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modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means FIRST FEDERAL SAVINGS BANK OF MASCOUTAH, its successors and assigns.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Note.** The word "Note" means the Promissory Note dated of even date **in the original principal amount of \$862,400.00** from Grantor to Lender, together with all cross-collateralized loans, renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the Promissory Note or Agreement. .

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.**

**GRANTOR:**

X Edward E. Tiedemann  
Edward E. Tiedemann, Individually

X Debra A. Tiedemann  
Debra A. Tiedemann, Individually

**THE EDWARD E. TIEDEMANN DECLARATION OF TRUST DATED  
JANUARY 30, 2014**

By: Edward E. Tiedemann, Trustee  
Edward E. Tiedemann, Trustee of The Edward E. Tiedemann  
Declaration Of Trust Dated January 30, 2014

MORTGAGE  
(Continued)

Loan No: [REDACTED] 1944

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF St. Clair )

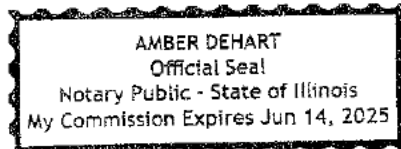
On this day before me, the undersigned Notary Public, personally appeared **Edward E. Tiedemann and Debra A. Tiedemann**, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30 day of June, 2022.

By *Amber Dehart* Residing at \_\_\_\_\_

Notary Public in and for the State of June 14, 2025

My commission expires Illinois



TRUST ACKNOWLEDGMENT

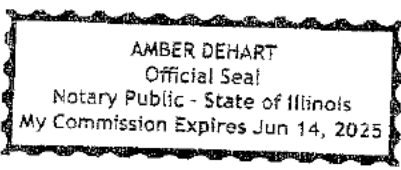
STATE OF Illinois )  
 ) SS  
COUNTY OF St. Clair )

On this 30 day of June, 2022 before me, the undersigned Notary Public, personally appeared **Edward E. Tiedemann, Trustee of The Edward E. Tiedemann Declaration Of Trust Dated January 30, 2014**, and known to me to be an authorized trustee or agent of the trust that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the trust.

By *Amber Dehart* Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires June 14, 2025



**MORTGAGE  
(Continued)**

Loan No: [REDACTED] 1944

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L:\CFI\LPL\G03.FC TR-4404 PR-6

**Exhibit 'A'****Parcel 1:**

Sixty-five (65) Acres in the Northwest corner of the Northwest 1/4 of Section 34 in T1N R7W of the 3rd PM,  
EXCEPT Lot 6 and the South 276 feet of the East 77 feet of Lot 4, reference being had to the plat thereof recorded in the Recorder's Office  
of St. Clair County, Illinois in Assessors Plats Lands North "1" on page 20,

FURTHER EXCEPT a twenty foot wide strip of land used for public roadway.

Except the coal underlying the premises and subject to all rights and easements in favor of said mineral estate including the right to mine  
and remove same.

Situated in St. Clair County, Illinois.

**COLLATERAL PROPERTY: THE FOLLOWING PARCELS ARE ADDED FOR THE LOAN POLICY ONLY:**

**Parcel 2:**

The northeast quarter of section 23, township 1 north, range 7 west of the third principal meridian,  
EXCEPT therefrom that part acquired by the United States of America by condemnation proceedings in the U.S. District Court February  
16, 1955 in case no. 3123, described as follows:

The south one-half of the northeast quarter of section 23, township 1 north, range 7 west of the third principal meridian, St. Clair County,  
Illinois, EXCEPT the west 200 feet thereof; together with the south 120.0 feet of the west 1230.0 feet of the the east 1630.00 feet of the  
north half of the northeast quarter of said section 23,

EXCEPTING FURTHER that part conveyed by deed recorded September 10, 1956 as document 858745 in book 1454 page 501,  
described as follows:

Part of the northwest quarter of the northeast quarter of aforesaid section 23 described as follows:

Beginning the survey thereof at a point in the north line of said quarter quarter section distant 150 feet west of the northeast corner of said  
quarter quarter section; thence south to a point distant 208.7 feet south of the southerly right of way line of State Bond Issue Route No.  
161; thence west a distance of 100 feet to a point; thence north to a point in the north line of said quarter quarter section; thence east a  
distance of 100 feet to the point of beginning.

EXCEPTING FURTHER that part of the northwest quarter of the northeast quarter thereof conveyed by deed recorded October 2, 1956  
as document 861729 in book 1459 page 400, described as follows:

Beginning the survey thereof at a point in the north line of said quarter quarter section distant 250 feet west of the northeast corner of said  
quarter quarter section; thence south to a point distant 208.7 feet south of the southerly right of way line of State Bond Issue Route No.  
161; thence west a distance of 200 feet to a point; thence north to a point in the north line of said quarter quarter section; thence east a  
distance of 200 feet to the point of beginning.

EXCEPTING FURTHER that part of the northeast quarter of the northeast quarter of aforesaid section 23 described as follows:

Beginning at the pin in State Highway 161 that is the northwest corner of the northeast quarter of the northeast quarter of section 23,  
township 1 north, range 7 west; thence south 615 feet to a point; thence east 354.14 feet to a point; thence north 615 feet to a point; thence  
west 354.14 feet to the point of beginning.

**Exhibit 'A'**

And except any portion thereof falling within Charles Lane.

Except the coal, oil, gas and other minerals as may have been heretofore excepted, reserved or conveyed and all rights and easements in favor of said mineral estate.

Situated in St. Clair County, Illinois.

**Parcel 2A**

The north one-half of the northwest quarter of section 24, township 1 north, range 7 west of the third principal meridian.

Except the coal, oil, gas and other minerals as may have been heretofore excepted, reserved or conveyed and all rights and easements in favor of said mineral estate.

Situated in St. Clair County, Illinois.

**Parcel 2B:**

That part of the northeast quarter of section 24, township 1 north, range 7 west of the third principal meridian lying west of Silver Creek as it now exists being previously described as:

That part of the northeast quarter of section 24, township 1 north, range 7 west of the third principal meridian lying west of Silver Creek excepting a tract in the north half thereof lying west of the old channel of Silver Creek and east of a tract conveyed to St. Clair County for channel change recorded in book 797 page 44 and as shown in plat book 35 pages 51 and 52 (which said excepted tract now lies east of the existing channel of the creek).

Except the coal, oil, gas and other minerals as may have been heretofore excepted, reserved or conveyed and all rights and easements in favor of said mineral estate.

Situated in St. Clair County, Illinois.

**Parcel 3:**

The east 20 acres of the following described tract, to-wit:

outlot "A" of Hobart C. Plab Assessment Plat; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in book of plats 54 on page 62, including as part of said tract is the 50 foot strip lying between lots 4, 5 and 6 of Hobart C. Plab Assessment Plat.

Except the coal underlying the premises and subject to all rights and easements in favor of said mineral estate including the right to mine and remove same.

Situated in St. Clair County, Illinois.



Illinois Title & Escrow

2210096 ③

RECORDATION REQUESTED BY:  
FIRST FEDERAL SAVINGS  
BANK OF MASCOUTAH  
MAIN OFFICE  
101 WEST MAIN STREET  
MASCOUTAH, IL 62258

A02751622

MICHAEL T. COSTELLO  
RECORDER OF DEEDS  
ST. CLAIR COUNTY  
BELLEVILLE, IL  
07/01/2022 01:44:10PM  
RHSP FEE: 9.00  
TOTAL FEE: \$45.00  
PAGES: 12

WHEN RECORDED MAIL TO:  
FIRST FEDERAL SAVINGS  
BANK OF MASCOUTAH  
MAIN OFFICE  
101 WEST MAIN STREET  
MASCOUTAH, IL 62258

SEND TAX NOTICES TO:  
Edward E. Tiedemann; Debra  
A. Tiedemann; and The  
Edward E. Tiedemann  
Declaration Of Trust Dated  
January 30, 2014  
3 Sangamon Oaks  
Monticello, IL 61856

FOR RECORDER'S USE ONLY

45

This ASSIGNMENT OF RENTS prepared by:  
FIRST FEDERAL SAVINGS BANK OF MASCOUTAH  
101 WEST MAIN STREET  
MASCOUTAH, IL 62258

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated June 30, 2022, is made and executed between Edward E. Tiedemann; Debra A. Tiedemann; and The Edward E. Tiedemann Declaration Of Trust Dated January 30, 2014, whose address is 3 Sangamon Oaks, Monticello, IL 61856 (referred to below as "Grantor") and FIRST FEDERAL SAVINGS BANK OF MASCOUTAH, whose address is 101 WEST MAIN STREET, MASCOUTAH, IL 62258 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in St. Clair County, State of Illinois:

See Exhibit 'A', which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 61.6 acres Rentchler Station Rd., 4500 E Hwy 161, 41.54 & 148.43 acres State Rt 161 E, Belleville, IL 62221. The Property tax identification number is 09-34.0-100-001, 09-23.0-100-007, 09-23.0-200-012, & 09-24.0-100-007.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

303646

**ASSIGNMENT OF RENTS  
(Continued)**

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"anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**BORROWER'S WAIVERS AND RESPONSIBILITIES.** Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that:

**Ownership.** Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

**Right to Assign.** Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

**No Prior Assignment.** Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

**No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

**LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS.** Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

**Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

**Enter the Property.** Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

**Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

**Compliance with Laws.** Lender may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

**Lease the Property.** Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

**ASSIGNMENT OF RENTS  
(Continued)**

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**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

**Other Acts.** Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

**No Requirement to Act.** Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

**APPLICATION OF RENTS.** All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

**FULL PERFORMANCE.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

**REINSTATEMENT OF SECURITY INTEREST.** If payment is made by Borrower, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Borrower), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Assignment.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

**DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this

**ASSIGNMENT OF RENTS  
(Continued)**

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**Assignment:**

**Payment Default.** Borrower fails to make any payment when due under the Indebtedness.

**Other Defaults.** Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

**Default on Other Payments.** Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Borrower or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution or termination of the Trust, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Property Damage or Loss.** The Property is lost, stolen, substantially damaged, sold, or borrowed against.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the

**ASSIGNMENT OF RENTS  
(Continued)**

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default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

**Collect Rents.** Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Mortgagee in Possession.** Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Assignment:

**Amendments.** This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration or amendment to this Assignment shall be effective unless given in writing and signed by the party or

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(Continued)**

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parties sought to be charged or bound by the alteration or amendment.

**Caption Headings.** Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

**Governing Law.** This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Illinois.

**Joint and Several Liability.** All obligations of Borrower and Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Assignment.

**Merger.** There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Interpretation.** (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Powers of Attorney.** The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise

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(Continued)**

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required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

**Successors and Assigns.** Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Assignment.

**Waive Jury.** All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

**Waiver of Right of Redemption.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15 1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS ASSIGNMENT, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Assignment.** The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

**Borrower.** The word "Borrower" means Edward E. Tiedemann.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

**Grantor.** The word "Grantor" means Edward E. Tiedemann; Debra A. Tiedemann; and The Edward E. Tiedemann Declaration Of Trust Dated January 30, 2014.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

**Lender.** The word "Lender" means FIRST FEDERAL SAVINGS BANK OF MASCOUTAH, its successors and assigns.

**Note.** The word "Note" means the Promissory Note dated of even date in the original principal amount of \$862,400.00 from Grantor to Lender, together with all cross-collateralized loans, renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the Promissory Note or Agreement. .

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**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

**THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. THIS DOCUMENT IS EXECUTED ON JUNE 30, 2022.**

GRANTOR:

X Edward E. Tiedemann  
Edward E. Tiedemann, Individually

X Debra A. Tiedemann  
Debra A. Tiedemann, Individually

**THE EDWARD E. TIEDEMANN DECLARATION OF TRUST DATED  
JANUARY 30, 2014**

By: Edward E. Tiedemann Trustee  
Edward E. Tiedemann, Trustee of The Edward E. Tiedemann  
Declaration Of Trust Dated January 30, 2014

ASSIGNMENT OF RENTS  
(Continued)

Loan No: [REDACTED] 1944

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF St. Clair )

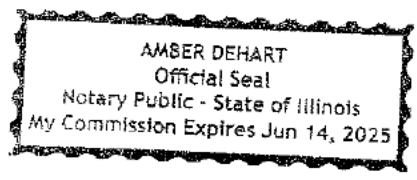
On this day before me, the undersigned Notary Public, personally appeared **Edward E. Tiedemann and Debra A. Tiedemann**, to me known to be the individuals described in and who executed the ASSIGNMENT OF RENTS, and acknowledged that they signed the Assignment as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30 day of June, 2022

By Amber Dehart Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires June 14, 2025



TRUST ACKNOWLEDGMENT

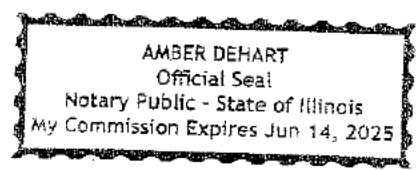
STATE OF Illinois )  
 ) SS  
COUNTY OF St. Clair )

On this 30 day of June, 2022 before me, the undersigned Notary Public, personally appeared **Edward E. Tiedemann, Trustee of The Edward E. Tiedemann Declaration Of Trust Dated January 30, 2014**, and known to me to be an authorized trustee or agent of the trust that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the trust.

By Amber Dehart Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires June 14, 2025



**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: [REDACTED] 1944

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L:\CFI\LPL\G14.FC TR-4404 PR-6

**Exhibit 'A'****Parcel 1:**

Sixty-five (65) Acres in the Northwest corner of the Northwest 1/4 of Section 34 in T1N R7W of the 3rd PM,  
EXCEPT Lot 6 and the South 276 feet of the East 77 feet of Lot 4, reference being had to the plat thereof recorded in the Recorder's Office  
of St. Clair County, Illinois in Assessors Plats Lands North "1" on page 20,

FURTHER EXCEPT a twenty foot wide strip of land used for public roadway.

Except the coal underlying the premises and subject to all rights and easements in favor of said mineral estate including the right to mine  
and remove same.

Situated in St. Clair County, Illinois.

**COLLATERAL PROPERTY: THE FOLLOWING PARCELS ARE ADDED FOR THE LOAN POLICY ONLY:**

**Parcel 2:**

The northeast quarter of section 23, township 1 north, range 7 west of the third principal meridian,  
EXCEPT therefrom that part acquired by the United States of America by condemnation proceedings in the U.S. District Court February  
16, 1955 in case no. 3123, described as follows:

The south one-half of the northeast quarter of section 23, township 1 north, range 7 west of the third principal meridian, St. Clair County,  
Illinois, EXCEPT the west 200 feet thereof, together with the south 120.0 feet of the west 1230.0 feet of the the east 1630.00 feet of the  
north half of the northeast quarter of said section 23,

EXCEPTING FURTHER that part conveyed by deed recorded September 10, 1956 as document 858745 in book 1454 page 501,  
described as follows:

Part of the northwest quarter of the northeast quarter of aforesaid section 23 described as follows:

Beginning the survey thereof at a point in the north line of said quarter quarter section distant 150 feet west of the northeast corner of said  
quarter quarter section; thence south to a point distant 208.7 feet south of the southerly right of way line of State Bond Issue Route No.  
161; thence west a distance of 100 feet to a point; thence north to a point in the north line of said quarter quarter section; thence east a  
distance of 100 feet to the point of beginning.

EXCEPTING FURTHER that part of the northwest quarter of the northeast quarter thereof conveyed by deed recorded October 2, 1956  
as document 861729 in book 1459 page 400, described as follows:

Beginning the survey thereof at a point in the north line of said quarter quarter section distant 250 feet west of the northeast corner of said  
quarter quarter section; thence south to a point distant 208.7 feet south of the southerly right of way line of State Bond Issue Route No.  
161; thence west a distance of 200 feet to a point; thence north to a point in the north line of said quarter quarter section; thence east a  
distance of 200 feet to the point of beginning.

EXCEPTING FURTHER that part of the northeast quarter of the northeast quarter of aforesaid section 23 described as follows:

Beginning at the pin in State Highway 161 that is the northwest corner of the northeast quarter of the northeast quarter of section 23,  
township 1 north, range 7 west; thence south 615 feet to a point; thence east 354.14 feet to a point; thence north 615 feet to a point; thence  
west 354.14 feet to the point of beginning.

**Exhibit 'A'**

And except any portion thereof falling within Charles Lane.

Except the coal, oil, gas and other minerals as may have been heretofore excepted, reserved or conveyed and all rights and easements in favor of said mineral estate.

Situated in St. Clair County, Illinois.

**Parcel 2A**

The north one-half of the northwest quarter of section 24, township 1 north, range 7 west of the third principal meridian.

Except the coal, oil, gas and other minerals as may have been heretofore excepted, reserved or conveyed and all rights and easements in favor of said mineral estate.

Situated in St. Clair County, Illinois.

**Parcel 2B:**

That part of the northeast quarter of section 24, township 1 north, range 7 west of the third principal meridian lying west of Silver Creek as it now exists being previously described as:

That part of the northeast quarter of section 24, township 1 north, range 7 west of the third principal meridian lying west of Silver Creek excepting a tract in the north half thereof lying west of the old channel of Silver Creek and east of a tract conveyed to St. Clair County for channel change recorded in book 797 page 44 and as shown in plat book 35 pages 51 and 52 (which said excepted tract now lies east of the existing channel of the creek).

Except the coal, oil, gas and other minerals as may have been heretofore excepted, reserved or conveyed and all rights and easements in favor of said mineral estate.

Situated in St. Clair County, Illinois.

**Parcel 3:**

The east 20 acres of the following described tract, to-wit:


outlot "A" of Hobart C. Plab Assessment Plat; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in book of plats 54 on page 62, including as part of said tract is the 50 foot strip lying between lots 4, 5 and 6 of Hobart C. Plab Assessment Plat.

Except the coal underlying the premises and subject to all rights and easements in favor of said mineral estate including the right to mine and remove same.

Situated in St. Clair County, Illinois.


# **Exhibit 3**

# John Deere 6120 Utility Tractor

Account Number:  6851

## Payoff Quote

### TIEDEMANN, EDWARD E

Account Number:  6851  
Today's Date: 2/26/2024

### Payoff Statement

Payoff Good Until: 03/08/2024

Payoff Reason: Inquiry Only

|                      |                      |
|----------------------|----------------------|
| <b>Payoff Amount</b> | <b>\$22,978.61 *</b> |
|----------------------|----------------------|

**Please print this statement and include it with your payment.**  
*Please include your account number on your check.*

### Payment Mailing Address

John Deere Financial  
PO Box 4450  
Carol Stream, IL, 60197-4450

### Overnight Delivery Address \*\*

J.P. Morgan/Chase  
John Deere Lockbox 650215  
Mail code: TX1-0029  
14800 Frye Road  
Ft. Worth, TX 76155

\* The individual account payoff(s) quoted herein may not reflect the entire amount of debt secured by our security interest in the particular item of equipment concerned. If you do not pay all account balances in full (including any accounts not listed) you may be required to pay those amounts which are secured by the equipment concerned, or the amount we believe to be the fair market value of such equipment, before we will release our security interest in the item(s) concerned.

\* If you elect to pay now, you can [make a payment online](#) the payoff amount may be higher or lower depending on the payment effective date.

\*\* Use of the overnight delivery address is not recommended and does not guarantee overnight application of your payment. The fastest way is to [make a payment online](#).

[Terms & Conditions](#) [Privacy & Data](#) [Legal](#)

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# Exhibit 4



**BINSBACHER,  
DAWSON &  
HENKE, LLC**

**Valroy Binsbacher  
Kevin Dawson  
Dean Henke**  
36 West Main St., PO Box 179  
Mascoutah, IL 62258  
(618)566-4300  
[www.bdhlawllc.com](http://www.bdhlawllc.com)

January 19, 2024

**Notice of Default**

Debra Tiedemann  
3 Sangamon Oaks  
Monticello, Illinois 61856

Debra Tiedemann, Trustee  
Edward Tiedemann Declaration of Trust  
3 Sangamon Oaks  
Monticello, Illinois 61856

Kevin Tiedemann  
1169 Laura Drive  
Monticello, Illinois 61856

Brent Tiedemann  
8 Foxhill Court  
Monticello, Illinois 61856

Re: First Federal Savings Bank Promissory Note No. [REDACTED] 1944

Dear Ms. Tiedemann,

Please let this correspondence serve as Notice from First Federal Savings Bank of Mascoutah that the above-referenced Note is now in Default of the mortgage agreement dated July 1, 2022 and duly recorded with the St. Clair County Recorder of Deeds as Document No. A02751621, in the amount of \$862,400.00. The mortgage in Default has a current outstanding balance of \$858,476.08 and is secured by interest in the following property:

Parcel ID Nos.: 09-34.0-100-001; 09-23.0-100-007; 09-23.0-200-012; and 09-24.0-100.007  
*61.6 acres      30.13 acres      41.57 acres      148.43 acres*

Pursuant to the death of Edward Tiedemann, this mortgage is now in Default and is subject to Foreclosure under the terms of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101, et seq.). Prior to instituting formal Foreclosure proceedings, there are a multiple rights and

remedies to both the secured party ("First Federal") and the Debtor.

Your failure to remedy the Default not only subjects the mortgaged collateral to Foreclosure but also to the terms and provisions of 810 ILCS 5/9-607 which allows for the Non-Judicial enforcement of the Mortgage.

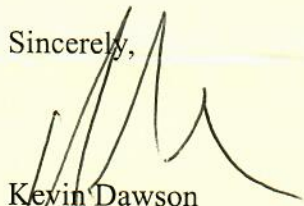
In an effort to avoid the enforcement by First Federal to secure its interests through Foreclosure, please make arrangements to satisfy the Mortgage within fourteen (14) days of this correspondence.

Federal law gives you thirty (30) days after you receive this letter to dispute the validity of the debt or any part of it. If you do not dispute within that period, then we will assume the debt is valid. If you do dispute the debt, by notifying us in writing to that effect, then we will obtain and mail proof of the debt to you as required by law.

The law does not require us to wait until the end of thirty-day period before suing you to collect this debt. If, however, you request proof of the debt within the thirty-day period that begins with your receipt of this letter, the law requires us to suspend our efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT  
TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR  
THAT PURPOSE.**

Sincerely,



Kevin Dawson  
Attorney at Law

cc: First Federal Savings Bank of Mascoutah  
c/o Michael Siegel

IN THE CIRCUIT COURT OF THE  
SIXTH JUDICIAL CIRCUIT  
PIATT COUNTY, ILLINOIS

IN THE MATTER OF: )  
 )  
THE EDWARD E. TIEDEMANN TRUST, )  
dated January 30, 2014. )  
 )

---

DEBRA A. TIEDEMANN, as Trustee of the )  
EDWARD E. TIEDEMANN TRUST DATED )  
JANUARY 30, 2014, )

Petitioner, )

vs. )

Case No. 2024CH2

BRENT E. TIEDEMANN and KEVIN A. )  
TIEDEMANN, )

Respondents. )

**RESPONSE TO PETITION FOR AID AND DIRECTION**

NOW COME the Respondents Brent E. Tiedemann and Kevin A. Tiedemann, by and through her attorneys, Meyer Capel, *a Professional Corporation*, by Sam A. Limentato, and, for their Response to Petition for Aid and Direction, state:

1. The Petitioner, Debra A. Tiedemann (“Petitioner”), on February 28, 2024, filed a Petition for Aid and Direction (“Petition”) under 760 ILCS 3/201, regarding her present position as trustee of the Edward E. Tiedemann Trust, dated January 30, 2014 (“Trust”).

2. The Respondents agree that Trust was created by Edward E. Tiedemann (“Settlor”) on January 30, 2014, and will also reference the Trust, a copy that was attached as Exhibit 1 to the Petition.

3. Respondents agree to the following allegations in the Petition:

- a. The Settlor died on September 7, 2023.
  - b. Petitioner became the Trustee and remains holding that position presently.
  - c. Respondents agree to the jurisdiction and venue of this Court to adjudicate this matter.
4. As Trustee, the Petitioner has a fiduciary duty to manage the Trust assets for the benefit of its beneficiaries.
  5. Petitioner is one of the beneficiaries of the Trust, particularly in Article 4, as Petitioner has survived the Settlor, and any distribution pertains primarily to any marital domicile shared at the time of Settlor's death.
  6. Respondents are also beneficiaries of the Trust, as the balance of the Trust Estate, beyond the provisions for the benefit of the Petitioner in Article 4, as referenced above, will be distributed in equal shares to each of the two Respondents.
  7. Respondents disagree that one of the debts referred to in the Petition, namely the "Promissory Note", should be satisfied by the Trust.
  8. The Promissory Note was executed by the Settlor on June 30, 2022, for a principal amount of debt of \$862,400.00. The Promissory Note is secured by a mortgage which offered four properties in St. Clair County, Illinois, as collateral.
  9. While three of the four properties are within the Trust Estate, the fourth property referenced as 61.6 acres Rentschler Station Rd, Parcel 09-34.0-100-001, ("Rentschler") is believed to have been held in title with a right of survivorship by the Settlor and Petitioner only.
  10. Rentschler is the lead property listed in the mortgage and was the property purchased with the funds obtained through the subject Promissory Note.
  11. Settlor and Petitioner signed the mortgage.

12. Payment of such debt that benefits the Petitioner, as Trustee, to the detriment of the other beneficiaries, unjustly enriches the current Trustee.

13. The payment of such debt would also be contrary to 755 ILCS 5/20-19 (*italics added*):

*“No exoneration of encumbered interests in real estate. Except as otherwise expressly provided by decedent’s will:*

*(a) When any real estate or leasehold estate in real estate subject to an encumbrance, or any beneficial interest under a trust of real estate or leasehold estate in real estate subject to an encumbrance, is specifically bequeathed or passes by joint tenancy with right of survivorship or by the terms of a trust agreement or other nontestamentary instrument, the legatee, surviving tenant or beneficiary to whom the real estate, leasehold estate or beneficial interest is given or passes, takes it subject to the encumbrance and is not entitled to have the indebtedness paid from other real or personal estate of the decedent.*

*(b) If the representative pays all or any part of the indebtedness from assets other than the real estate, leasehold estate or beneficial interest or the income or proceeds therefrom, he is entitled to reimbursement from the legatee, surviving tenant or beneficiary and, in the event of nonreimbursement, the court may adjudge a lien on the real estate, leasehold estate or beneficial interest for the amount so paid with interest.*

*(c) If the encumbrance embraces or extends to other property, the reimbursement shall be limited to the portion of the amount paid by the representative which the value of the real estate, leasehold interest or beneficial interest bears to the value of all property subject to the encumbrance as of the date of the decedent’s death.*

14. When real estate is subject to an encumbrance and then passes to a beneficiary, the beneficiary takes such real estate subject to that encumbrance. An “encumbrance” includes a mortgage (755 ILCS 5/1-2.07), which would seem to especially apply when the mortgage in question is signed by the beneficiary herself as in this present situation.

15. As the current trustee, the Petitioner has a fiduciary duty to properly and equitably manage the Trust assets for the benefit of its beneficiaries.

16. The Petitioner, by even suggesting that such debt personal to the Petitioner should be paid by the Trust, contrary to the terms of the trust and to the equitable and fiduciary responsibilities of a Trustee, should be removed as trustee.

17. The Petitioner is prioritizing her personal interests over her duties and the well-being of the true beneficiaries of the Trust.

18. According to information and belief, the Petitioner has received rental payments and income due to the Trust Estate, but the use of such funds has not been reported to the Respondents by the current Trustee.

19. The Petitioner has failed by commission and omission to properly carry out a trustee's duties of accounting.

20. Under Article Eight of the Trust, Brent E. Tiedemann is the successor trustee when the Petitioner ceases to serve as Trustee.

21. Since Petitioner has not properly served as Trustee, and has not volunteered to cease serving as Trustee, the Respondents ask this court to cease Petitioner's service as Trustee immediately.

WHEREFORE, Petitioner respectfully requests that the Court:

- A. Remove Petitioner as Trustee;
- B. Appoint Respondent Brent E. Tiedemann as Trustee;

- C. Deny the payment of the Promissory Note by the Trust Estate; and
- D. Grant Petitioner any other relief the Court finds just and equitable under the circumstances.

Respectfully submitted,

BRENT E. TIEDEMANN AND KEVIN A. TIEDEMANN,  
Respondents

By: /s/ Sam A. Limentato  
Sam A. Limentato (ARDC# 6225463)  
Meyer Capel, *A Professional Corporation*  
slimentato@meyercafel.com

PREPARED BY:

Sam A. Limentato (ARDC#6225463)  
MEYER CAPEL  
306 W. Church Street  
Champaign, Illinois 61820  
PO Box 6750  
Tel: (217) 352-1800  
Fax: (217) 352-1083  
E-mail : slimentato@meyercafel.com

**CERTIFICATE OF SERVICE**

The undersigned attorney, under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, certifies that the attached **Response to Petition for Aid and Direction** was served for electronic filing upon:

Seth E. Floyd  
Piatt County Circuit Clerk  
101 West Washington  
Monticello, IL 61856

by uploading the same and electronically filing via ESP Odyssey eFileIL (<https://illinois.tylerhost.net/OfsWeb/FileAndServeModule>) on July 3, 2024.

With a copy sent via *Odyssey E-File and Serve* to:

David Thies  
Mia O. Hernandez  
Michael J. Brusatte  
[dthies@webberthies.com](mailto:dthies@webberthies.com)  
[mhernandez@webberthies.com](mailto:mhernandez@webberthies.com)  
[mbrusatte@webberthies.com](mailto:mbrusatte@webberthies.com)

**/s/ Sam A. Limentato**

Sam A. Limentato (ARDC#6225463)  
MEYER CAPEL  
306 W. Church Street  
PO Box 6750  
Champaign, Illinois 61820  
Tel: (217) 352-1800  
Fax: (217) 352-1083  
E-mail : [slimentato@meyercafel.com](mailto:slimentato@meyercafel.com)

**FILED**  
**7/19/2024 3:46 PM**  
**Seth E. Floyd**  
**Clerk of the Circuit Court**

**IN THE CIRCUIT COURT OF THE  
SIXTH JUDICIAL CIRCUIT  
PIATT COUNTY, ILLINOIS**

**IN THE MATTER OF:** )  
 )  
**THE EDWARD E. TIEDEMANN TRUST,** )  
**dated January 30, 2014.** )  
 )

---

**DEBRA A. TIEDEMANN, as Trustee of the** )  
**EDWARD E. TIEDEMANN TRUST DATED** )  
**JANUARY 30, 2014,** )

**Petitioner,** )

**vs.** )

**Case No. 2024CH2**

**BRENT E. TIEDEMANN** )  
**and KEVIN A. TIEDEMANN** )

**Respondents.** )

**PETITIONER’S REPLY IN SUPPORT OF PETITION FOR AID AND DIRECTION**

Respondents fail to grasp the reality of the situation facing the Trust: if the Promissory Note is not paid off, three Trust properties risk foreclosure and the Trust risks losing valuable assets that provide yearly income. Instead of recognizing that action needs to be taken—and, indeed, that such action is required by the terms of the Trust—Respondents ask the Court to maintain the status quo and direct the trustee to do nothing. But this request ignores the plain language of the Trust and the legal implications of the Promissory Note, Mortgage, and Notice of Default. Instead, Respondents’ suggestion appears to be based on an unfounded hope that the holder of the note will foreclose only on the fourth property listed in the mortgage, which is not owned by the Trust. But the holder of the note has already stated its intention to foreclose on all four properties. Thus, acceding to Respondents’ request would not only go against the provisions of the Trust, but would put three Trust properties at risk of foreclosure.

**I. The Trustee is required to pay the Settlor’s debts with the Trust Estate.**

Respondents have ignored the clear language of the Trust, which requires the trustee to “pay from the Trust Estate . . . all of [the Settlor’s] just debts[.]” Petition for Aid and Direction (the “Petition”), Ex. 1 at Article 10. There is no question that the Promissory Note, signed only by the Settlor in his individual capacity, is a just debt of the Settlor. *See* Petition, Ex. 2 at 2. Indeed, Respondents do not dispute this in their Response. As the Promissory Note is a just debt of the Settlor, the trustee is required to pay off the note with the Trust Estate. Petition, Ex. 1 at Article 10; *In re Estate of Adames*, 2020 IL App (1st) 190573, ¶ 59 (“by accepting the trust, the trustee becomes bound to administer it, or execute it, in accordance with the provisions of the trust instrument”) (internal quotations and citations omitted).

Petitioner is aware of this requirement and, as trustee, is prepared to carry out the clearly-stated desire of the Settlor. However, in an abundance of caution, Petitioner has brought this issue to the Court for aid and direction because of a potential conflict between Petitioner’s fiduciary duty as trustee and her personal interests. *See* 760 ILCS 3/802(a)(2) (allowing the Court to approve an action when there is a potential conflict between the trustee’s fiduciary and personal interests). The potential conflict relates to the fourth property listed in the mortgage securing the Promissory Note, which is owned by Petitioner. Respondents have argued that the fourth property remains encumbered by the mortgage and, as a result, the payment of the Promissory Note by the Trust would benefit Petitioner personally, thus creating a conflict. Response at ¶¶ 12-14.

Petitioner does not agree that a conflict exists. This is true for at least two reasons. First, the payment of the Settlor’s debts is a clear requirement of the Trust—i.e., there is no discretion, the trustee must fulfill the Settlor’s intent regardless of whom the action may benefit. *See Palm v. Sergi*, 2022 IL App (2d) 210057, ¶ 50 (“It is well established that trustees must administer trust property in accordance with the terms of the trust instrument”). Second, the alleged conflict relates

to the mortgage, not the Promissory Note. A mortgage and a promissory note are distinct contracts that have separate legal significance. *See LP XXVI, LLC v. Goldstein*, 349 Ill.App.3d 237, 241 (Ill. App. 2004) (“a mortgage and an accompanying promissory note securing the mortgage constitute separate contracts, they give rise to legally distinct remedies”). As there is no question that the Promissory Note remains a just debt of the Settlor, and the Settlor alone, paying the Promissory Note is the duty of the trustee and the appropriate action to take. This is true even if Petitioner—or any other party—could benefit incidentally from the action. Petition, Ex. 1 at Article 10; *Palm*, 2022 IL App (2d) 210057, ¶ 50; *In re Estate of Adames*, 2020 IL App (1st) 190573, ¶ 59.

Even if the Court concluded that a conflict exists, directing Petitioner to pay off the Promissory Note with the Trust Estate is the appropriate action since the Trust leaves no doubt that such action is the intent of the Settlor. *See* Petition, Ex. 1 at Article 10. In fact, Respondents do not even argue that paying the Promissory Note with the Trust Estate is contrary to the terms of the Trust. Instead, they argue that payment of the note from the Trust Estate would be contrary to 755 ILCS 5/20-19. But Respondents’ reliance on this statute is misplaced. Section 20-19 is found in the Illinois Probate Act and by its clear terms relates only to the payment of debt from the “personal estate of the decedent,” not payment of debt from a trust. 755 ILCS 5/20-19(a) (emphasis added). Here, the Promissory Note would be paid from the Trust Estate (as mandated by the Trust), thus section 20-19 is not applicable. Therefore, regardless of the existence of a conflict, Respondents have provided no basis (and none exists) to conclude that the Promissory Note should not be paid with the Trust Estate—something clearly provided for within the Trust.

**II. Allowing the Trustee to pay off the Promissory Note with assets from the Trust Estate is in the best interest of the Trust and the Trust beneficiaries.**

The clearly-stated desire of the Settlor to have his debts paid from the Trust Estate is sufficient for the trustee—and this Court—to conclude that the appropriate action is for Petitioner

to pay off the Promissory Note with assets from the Trust Estate. However, even if this requirement were absent from the Trust, paying off the Promissory Note is in the best interest of the Trust and its beneficiaries. There is no question that the three Trust properties listed in the mortgage securing the Promissory Note are encumbered and at risk of foreclosure. *See* Petition, Ex. 2; Petition, Ex. 4. This is true regardless of whether the fourth property remains encumbered. All three Trust properties are working farmland, which provide the Trust with yearly income. As a result, if all three properties were foreclosed upon, the Trust would lose not only valuable real estate assets, but also the yearly income that is generated from these properties.

Directing the Trustee to pay off the Promissory Note is the only way to ensure that the Trust retains ownership of at least some of its property along with the yearly farm income it derives therefrom. Respondents' desire for the Trustee not to act, based on a misguided hope that the holder of the Promissory Note will foreclose only on the property not owned by the Trust, is tantamount to playing Russian Roulette with Trust assets and is not in the Trust's or the Trust beneficiaries' best interests. It would also go against the responsibility of the trustee, who has the duty to protect and preserve trust property from loss and injury. *In re Estate of Adames*, 2020 IL App (1st) 190573, ¶ 59; *In re Hartzell's Will*, 433 Ill.App.2d 118, 134.

As paying off the Promissory Note is the only way to ensure that the Trust maintains some of its property (minus the property needed to pay off the note), such action is in the best interest of the Trust and—even without the express provision of the Trust requiring the trustee to pay off all the Settlor's debts—is the appropriate action for the trustee to take.

**III. Respondents' suggestion that Petitioner should be removed as Trustee is entirely without merit.**

At the end of their Response, Respondents suggest that Petitioner should be removed as Trustee. The removal of a trustee “is an extreme remedy, and neither the court nor any party should

lightly disregard the testator’s choice of trustee.” *Laubner v. JP Morgan Chase Bank, N.A.*, 386 Ill.App.3d 457, 467 (Ill. App. 2008). To this end, a trustee should be removed “only if the trustee endangers the trust fund and removal is clearly necessary to save the trust.” *Id.* Even assuming Respondents’ request is properly before the Court, their suggestion that removal is appropriate for two separate reasons is entirely without merit.

First, Respondents claim that Petitioner should be removed as trustee because she filed the Petition and, in doing so, has suggested that the Trust Estate should be used to pay off the Settlor’s debt (i.e., the Promissory Note). *See* Response at ¶¶ 16-17. But this is exactly what the Trust requires. *See* Petition, Ex. 1 at Article 10 (directing the trustee to “pay from the Trust Estate . . . all of my just debts”). It is not a breach of fiduciary duty for a trustee to abide by the terms of the Trust—indeed, that is exactly how a trustee is supposed to act. *See Shakman*, 2019 IL App (1st) 182197, ¶ 26. And, even if it were arguable that Petitioner’s position is contrary to the terms of the Trust, Petitioner’s decision to seek court approval prior to acting shows that Petitioner’s actions are not unreasonable or arbitrary. *See Laubner*, 386 Ill.App.3d 457 at 464 (Ill. App. 2008) (“a court should not interfere with a trustee’s exercise of discretion given to him or her by the trust instrument so long as the trustee does not act in a wholly unreasonable and arbitrary manner”).

Second, Respondents claim that Petitioner should be removed because she has failed “to properly carry out a trustee’s duties of accounting.” Response at ¶¶ 18-19. But this too is not correct. In Illinois, “[t]he right to demand an accounting is not an absolute right[.]” *Chicago City Bank and Trust Co. v. Lesman*, 186 Ill.App.3d 697, 701 (Ill. App. 1989). Instead, Illinois law requires that a trustee disclose certain information only “at least annually[.]” 760 ILCS 3/813.1(b)(7). Here, Petitioner assumed the role of trustee after the Settlor passed away on September 7, 2023—less than one year from the date of this Reply. Thus, an annual accounting



**VERIFICATION**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that she verily believes the same to be true.



---

Debra A. Tiedemann

Case No. 2024CH2

**CERTIFICATE OF SERVICE**

I, Michael J. Brusatte, hereby certify that on July 19, 2024, I caused to be electronically filed the foregoing REPLY IN SUPPORT OF PETITION FOR AID AND DIRECTION with the Clerk of the Court using the eFileIL system which will send notification of such filing to the following:

Sam A. Limentato  
Meyer Capel, A Professional Corporation  
306 W. Church Street  
P.O. Box 6750  
Champaign, Illinois 61826-6750  
217.352.1800  
217.352.1083 fax  
[slimentato@meyercapel.com](mailto:slimentato@meyercapel.com)

*Counsel for Respondents Brent E. Tiedemann and Kevin A. Tiedemann*

/s/Michael J. Brusatte  
Michael J. Brusatte  
WEBBER & THIES, P.C.  
202 Lincoln Square  
P.O. Box 189  
Urbana, IL 61803-0189  
Fax: (217) 367-3752  
mbrusatte@webberthies.com

**IN THE CIRCUIT COURT OF THE  
 SIXTH JUDICIAL CIRCUIT  
 PIATT COUNTY, ILLINOIS**

**IN THE MATTER OF:** )  
 )  
**THE EDWARD E. TIEDEMANN TRUST,** )  
**dated January 30, 2014.** )  
 )

---

**DEBRA A. TIEDEMANN, as Trustee of the** )  
**EDWARD E. TIEDEMANN TRUST DATED** )  
**JANUARY 30, 2014,** )

**Petitioner,** )

**vs.** )

**Case No. 2024CH2**

**BRENT E. TIEDEMANN** )  
**and KEVIN A. TIEDEMANN** )

**Respondents.** )

**PETITIONER’S BRIEF OF ADDITIONAL AUTHORITY**

During the hearing on July 31, 2024, Respondents’ counsel provided the Court with a copy of the case *Griffin v. Gould*, 72 Ill.App.3d 747 (Ill. App. 1979). Petitioner did not have an opportunity to address Respondents’ reliance on *Griffin* prior to the hearing since the case was not cited in Respondents’ brief. Nonetheless, Petitioner’s counsel challenged the application of *Griffin* during oral arguments, noting that the case deals with section 20-19 of the Illinois Probate Act. As Petitioner has argued, section 20-19 of the Probate Act does not apply to this matter since the payment of debt is required by the terms of a trust and will be made from the Trust Estate, not from Mr. Tiedemann’s probate estate. *See* 755 ILCS 5/20-19 (limiting when a party is entitled to have an encumbrance paid out of the “real or personal estate of the decedent”) (emphasis added).

There is simply no authority to suggest that either *Griffin* or section 20-19 of the Illinois Probate Act has any application to the facts of this case—where the debt is required to be paid

with trust assets. To be sure, the cases that apply section 20-19 all involve probate matters and the payment of debt from a decedent's estate. *See e.g., In re Alpert's Estate*, 95 Ill.2d 377, 380 (Ill. 1983) (noting that section 20-19 was cited "for the proposition that it prohibited a surviving tenant with an encumbered beneficial interest under a trust of real estate from having the encumbrance paid in whole or in part out of the decedent's probate estate") (emphasis added); *In re Estate of Light*, 385 Ill.App.3d 196, 201 (Ill. App. 3008) ("When real estate subject to an encumbrance is bequeathed, the legatee takes the property subject to the encumbrance and is not entitled to have the indebtedness paid from the decedent's estate") (emphasis added); *In re Estate of Matthews*, 409 Ill.App.3d 780, 785 (Ill. App. 2011) (finding there was "no specific direction for the estate to assume responsibility" for a specific debt) (emphasis added). In fact, counsel for Petitioner has not been able to find a single case where section 20-19 was applied to the payment (or proposed payment) of debt from trust assets or anything other than the estate of a decedent.

Even cases that cite to *Griffin* show an understanding that *Griffin*, and section 20-19, apply only in the context of a probate matter where a party seeks to have a debt paid out of a decedent's estate. *See e.g., In re Estate of Matthews*, 409 Ill.App.3d at 785 (noting that the *Griffin* court found the language in the will "insufficient to shift the burden of the real estate taxes incurred by bequeathed property to the decedent's estate") (internal citation and quotation omitted) (emphasis added); *In re Estate of Light*, 385 Ill.App.3d at 201 (citing *Griffin* for the proposition that owners of bequeathed properties are not entitled to have real estate taxes paid out of a decedent's estate).

By its clear terms, and as applied by Illinois courts, section 20-19 only applies when a party seeks the payment of debt from a decedent's estate. This is why, in the probate context, a general provision in a will providing for the payment of a decedent's debts can be problematic. *See e.g., Griffin*, 72 Ill.App.3d at 752 (finding a general provision in a will did not "expressly provide for

shifting taxes to the estate as required by section 20-19") (emphasis added). However, the same problem does not exist for such general language in a trust. This is because the Illinois Trust Act does not place the same restrictions on the payment of debt from trust assets as those placed on the payment of debt from an estate. Without a similar provision in the Trust Act, there is no legal basis to conclude that Article 10 of the Trust presents any of the same problems addressed in *Griffin*.

Here, the payment of the Settlor's debts with assets from the Trust clearly distinguishes the case from *Griffin* and other Illinois cases that have applied section 20-19. As the debt is not being paid out of Mr. Tiedemann's estate, neither *Griffin* nor section 20-19 applies. Therefore, there is no legal basis to conclude that the trustee should not abide by the Trust's clear terms and pay the Settlor's debts, including the Promissory Note, with assets from the Trust. *See* Petition Ex. 1 at Article 10 (directing the trustee to "pay from the Trust Estate . . . all of my just debts"); *Palm v. Sergi*, 2022 IL App (2d) 210057, ¶ 50 ("It is well established that trustees must administer trust property in accordance with the terms of the trust instrument").

Respectfully submitted,

**DEBRA A. TIEDEMANN, Petitioner**

BY: WEBBER & THIES, P.C.

By: s/Michael J. Brusatte  
Michael J. Brusatte

PREPARED BY:  
Michael J. Brusatte (6305551)  
David C. Thies (3126449)  
Mia O. Hernandez (6315070)  
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E-mail: mbrusatte@webberthies.com  
dthies@webberthies.com  
mhernandez@webberthies.com

Case No. 2024CH2

**CERTIFICATE OF SERVICE**

I, Michael J. Brusatte, hereby certify that on August 2, 2024, I caused to be electronically filed the foregoing PETITIONER'S BRIEF OF ADDITIONAL AUTHORITY with the Clerk of the Court using the eFileIL system which will send notification of such filing to the following:

Sam A. Limentato  
Meyer Capel, A Professional Corporation  
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Champaign, Illinois 61826-6750  
217.352.1800  
217.352.1083 fax  
[slimentato@meyercafel.com](mailto:slimentato@meyercafel.com)

*Counsel for Respondents Brent E. Tiedemann and Kevin A. Tiedemann*

/s/Michael J. Brusatte  
Michael J. Brusatte  
WEBBER & THIES, P.C.  
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P.O. Box 189  
Urbana, IL 61803-0189  
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mbrusatte@webberthies.com

**FILED**  
**9/20/2024 4:59 PM**  
**Seth E. Floyd**  
**Clerk of the Circuit Court**

**APPEAL TO THE FIFTH DISTRICT APPELLATE COURT**  
**FROM THE CIRCUIT COURT OF THE**  
**SIXTH JUDICIAL CIRCUIT**  
**PIATT COUNTY, ILLINOIS**

**IN THE MATTER OF:** )  
 )  
**THE EDWARD E. TIEDEMANN TRUST,** )  
**dated January 30, 2014.** )  
 )

---

**DEBRA A. TIEDEMANN, as Trustee of the** )  
**EDWARD E. TIEDEMANN TRUST DATED** )  
**JANUARY 30, 2014,** )

**Petitioner-Appellant,** )

**vs.** )

**BRENT E. TIEDEMANN** )  
**and KEVIN A. TIEDEMANN** )

**Respondents-Appellees.** )

**Case No. 2024CH2**

**Hon. Dana Rhoades,**  
**Judge Presiding**

**NOTICE OF APPEAL**

Petitioner-Appellant Debra A. Tiedemann, as Trustee of the Edward E. Tiedemann Trust dated January 30, 2014 (“Petitioner”), by and through her attorneys Webber & Thies, P.C., hereby appeals from the Memorandum Order—Petition for Aid and Direction entered August 26, 2024 in this matter directing Petitioner not to pay off the promissory note, a debt of the Settlor, with assets from the trust estate. Petitioner requests that the Appellate Court reverse the Circuit Court’s Order and grant such other relief as the Appellate Court may deem proper.

Respectfully submitted,

**DEBRA A. TIEDEMANN, Petitioner**

BY: WEBBER & THIES, P.C.

By:           s/Michael J. Brusatte            
          Michael J. Brusatte

**PREPARED BY:**

Michael J. Brusatte (6305551)

David C. Thies (3126449)

Mia O. Hernandez (6315070)

**WEBBER & THIES, P.C.**

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               dthies@webberthies.com  
               mhernandez@webberthies.com

Case No. 2024CH2

**CERTIFICATE OF SERVICE**

I, Michael J. Brusatte, hereby certify that on September 20, 2024, I caused to be electronically filed the foregoing NOTICE OF APPEAL with the Clerk of the Court using the eFileIL system which will send notification of such filing to the following:

Sam A. Limentato  
Meyer Capel, A Professional Corporation  
306 W. Church Street  
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Champaign, Illinois 61826-6750  
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217.352.1083 fax  
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*Counsel for Respondents Brent E. Tiedemann and Kevin A. Tiedemann*

/s/Michael J. Brusatte  
Michael J. Brusatte  
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Fax: (217) 367-3752  
mbrusatte@webberthies.com

APPEAL TO THE APPELLATE COURT OF ILLINOIS  
FIFTH JUDICIAL DISTRICT  
FROM THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT  
PIATT COUNTY, ILLINOIS

|                          |   |                               |
|--------------------------|---|-------------------------------|
| TIEDEMANN, DEBRA A       | ) |                               |
| Plaintiff/Petitioner     | ) | Reviewing Court No: 5-24-1010 |
|                          | ) | Circuit Court No: 2024CH2     |
|                          | ) | Trial Judge: Dana Rhoades     |
| v                        | ) |                               |
|                          | ) |                               |
|                          | ) |                               |
| TIEDEMANN, BRENT E ET AL | ) |                               |
| Defendant/Respondent     | ) |                               |

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| <u><b>Date Filed</b></u> | <u><b>Title/Description</b></u>                         | <u><b>Page No</b></u> |
|--------------------------|---|-----------------------|
|                          | Record sheet  | C 3 - C 4             |
| 02/28/2024               | PETITION FOR AID AND DIRECTION                          | C 5 - C 60            |
| 06/20/2024               | WRITTEN AGREED ORDER SETTING BRIEFING SCHEDULE-6/20/202 | C 61 - C 62           |
| 06/20/2024               | PROPOSED ORDER  | C 63 - C 64           |
| 07/03/2024               | RESPONSE TO PETITION FOR AID AND DIRECTION              | C 65 - C 70           |
| 07/19/2024               | REPLY IN SUPPORT OF PETITION FOR AID AND DIRECTION      | C 71 - C 78           |
| 08/02/2024               | PETITIONER'S BRIEF OF ADDITIONAL AUTHORITY              | C 79 - C 82           |
| 08/26/2024               | WRITTEN MEMORANDUM ORDER-8/26/2024                      | C 83 - C 90           |
| 09/20/2024               | NOTICE OF APPEAL  | C 91 - C 93           |
| 10/04/2024               | REQUEST FOR TRANSCRIPTS                                 | C 94 - C 97           |
| 10/04/2024               | REQUEST FOR PREPARATION OF RECORD ON APPEAL             | C 98 - C 98           |

**TIEDEMANN, DEBRA A VS. TIEDEMANN, BRENT E ET AL****Judge CR**

|                   |  | <b>Judge</b> | <b>CR</b> |
|-------------------|--|--------------|-----------|
| <b>02/28/2024</b> | Petition for Aid and Direction filed by THIES, DAVID.  |              |           |
| <b>03/01/2024</b> | Payment of \$326.00 applied on 02/28/2024.   |              |           |
| <b>04/17/2024</b> | Upon request of Counsel, David Thies, cause allotted for Case Management Conference, 1:30 p.m. July 2, 2024, Ctrm #1. Mr. Thies to give notice and provide proof thereof.  | DR           | JM        |
|                   |  | DR           | JM        |
|                   |  | DR           | JM        |
| <b>04/22/2024</b> | Case mgt conf reset to 05/02/2024 at 1:30 in courtroom 1.  |              |           |
| <b>05/02/2024</b> | (Same entry this date in Causes 24-PR-9 and 24-CH-2)<br>Upon request of Counsel, by agreement, hearing allotment of July 2, 2024 is hereby vacated. No further date obtained at this time.   | DR           | JM        |
|                   |  | DR           | JM        |
|                   |  | DR           | JM        |
| <b>05/07/2024</b> | Upon request of Counsel, David Thies, cause allotted for case management conference hearing, 1:30 p.m. July 31, 2024, Ctrm #1. Mr. Thies to give notice and provide proof thereof.   | DR           | JM        |
|                   |  | DR           | JM        |
|                   |  | DR           | JM        |
| <b>06/20/2024</b> | Written Agreed Order Setting Briefing Schedule entered and on file.<br>CLERK to forward copy of said Order to all counsel of record and self-represented litigants, if any, and provide proof thereof.<br>Proposed Order filed by THIES, DAVID.  | DR           | JM        |
|                   |  | DR           | JM        |
|                   |  | DR           | JM        |
| <b>06/21/2024</b> | Document #263684 (WRITTEN AGREED ORDER SETTING BRIEFING SCHEDULE-6/20/2024) dated 6/21/2024 emailed to:<br>TIEDEMANN, BRENT E<br>THIES, DAVID C<br>HERNANDEZ, MIA O.   |              |           |
| <b>07/03/2024</b> | Response to Petition for Aid and Direction filed by LIMENTATO, SAM.  |              |           |
| <b>07/08/2024</b> | Payment of \$201.00 applied on 07/03/2024.   |              |           |
| <b>07/19/2024</b> | Reply in Support of Petition for Aid and Direction filed by BRUSATTE, MICHAEL.   |              |           |
| <b>07/31/2024</b> | Cause called for hearing on Petition for Aid and Direction. and Petition for Appointment of Independent Administrator.<br>Defendant present with Counsel Sam Limentato.<br>Plaintiff present with Counsel Michael Brusatte.<br>Evidence presented. Petitioner's Exhibit 1 presented to the Court.<br>Arguments heard.<br>The Court takes matter under advisement | DR           | JM        |
|                   |  | DR           | JM        |
|                   |  | DR           | JM        |
|                   |  | DR           | JM        |
|                   |  | DR           | JM        |
| <b>08/02/2024</b> | Petitioner's Brief of Additional Authority filed by BRUSATTE, MICHAEL.   |              |           |
| <b>08/26/2024</b> | Matter removed from advisement. Written Memorandum Order-Petition for Aid and Direction entered and on file. CLERK directed to forward   | DR           | JM        |
|                   |  | DR           | JM        |

**TIEDEMANN, DEBRA A VS. TIEDEMANN, BRENT E ET AL**

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|                   |   | <u>Judge</u> | <u>CR</u> |
|-------------------|---|--------------|-----------|
|                   | copy of said Order to all counsel of record along with  | DR           | JM        |
|                   | self-represented litigants, and provide proof thereof.  | DR           | JM        |
| <b>08/27/2024</b> | Document #276522 (WRITTEN MEMORANDUM ORDER-8/26/2024) dated 8/27/2024<br>emailed to:<br>LIMENTATO, SAM<br>THIES, DAVID C<br>HERNANDEZ, MIA O. |              |           |
| <b>09/20/2024</b> | Notice of Appeal filed by BRUSATTE, MICHAEL.  |              |           |
| <b>09/23/2024</b> | Notice of Appeal filed with Appellate Court 5th District this date.   | OOO          | CLK       |
| <b>10/04/2024</b> | Request for Transcripts filed by BRUSATTE, MICHAEL.<br>Request for Preparation of Record on Appeal filed by BRUSATTE,<br>MICHAEL.             |              |           |
| <b>10/24/2024</b> | Transcript of Proceedings of 7.31.2024 by Jamie J. Mumm filed by<br>TIEDEMANN, DEBRA.   |              |           |

APPEAL TO THE APPELLATE COURT OF ILLINOIS  
FIFTH JUDICIAL DISTRICT  
FROM THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT  
PIATT COUNTY, ILLINOIS

|                          |   |                                    |
|--------------------------|---|------------------------------------|
| TIEDEMANN, DEBRA A       | ) |                                    |
| Plaintiff/Petitioner     | ) | Reviewing Court No: 5-24-1010      |
|                          | ) | Circuit Court No: 2024CH2          |
|                          | ) | Trial Judge: Dana Rhoades          |
| v                        | ) |                                    |
|                          | ) |                                    |
|                          | ) |                                    |
| TIEDEMANN, BRENT E ET AL | ) | E-FILED                            |
| Defendant/Respondent     | ) | Transaction ID: 5-24-1010          |
|                          | ) | File Date: 11/22/2024 11:46 AM     |
|                          | ) | Cortney Kuntze, Clerk of the Court |
|                          | ) | APPELLATE COURT 5TH DISTRICT       |

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| 07/31/2024                | <a href="#">TRANSCRIPT OF PROCEEDINGS OF 7.31.2024 BY JAMIE J. MUMM</a> | R 2 - R 45     |

**FILED**  
**10/24/2024 9:59 AM**  
**Seth E. Floyd**  
**Clerk of the Circuit Court**

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT  
PIATT COUNTY, ILLINOIS

|                          |   |                         |
|--------------------------|---|-------------------------|
| IN THE MATTER OF THE     | ) |                         |
| ESTATE OF: THE EDWARD E. | ) |                         |
| TIEDEMANN TRUST.         | ) |                         |
|                          | ) |                         |
| DEBRA A. TIEDEMANN, as   | ) |                         |
| Trustee of the Edward E. | ) | No. 2024-CH-2           |
| Tiedemann Trust Dated    | ) | 2024-PR-9               |
| January 30, 2014,        | ) |                         |
|                          | ) |                         |
| Petitioner               | ) | <b>PETITION FOR AID</b> |
|                          |   | <b>AND DIRECTION</b>    |

-vs-

BRENT E. TIEDEMANN and  
KEVIN A. TIEDEMANN,

Respondents.

REPORT OF PROCEEDINGS before the Honorable DANA  
RHOADES, commencing on July 31, 2024.

**APPEARANCES :**

Mr. Michael J. Brusatte  
Ms. Mia Hernandez  
100 Trade Centre Dr. Suite 402  
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(217)367-1126  
Attorney for Petitioner

Mr. Sam A. Limentato  
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(217)352-1800  
Attorney for Respondent

Jamie J. Mumm, CSR  
Official Court Reporter, IV  
IL License No. #84-002330

I N D E X

WITNESSES:

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IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT  
PIATT COUNTY, ILLINOIS

|                          |   |                         |
|--------------------------|---|-------------------------|
| IN THE MATTER OF THE     | ) |                         |
| ESTATE OF: THE EDWARD E. | ) |                         |
| TIEDEMANN TRUST.         | ) |                         |
|                          | ) |                         |
| DEBRA A. TIEDEMANN, as   | ) |                         |
| Trustee of the Edward E. | ) | No. 2024-CH-2           |
| Tiedemann Trust Dated    | ) | 2024-PR-9               |
| January 30, 2014,        | ) |                         |
|                          | ) |                         |
| Petitioner               | ) | <b>PETITION FOR AID</b> |
|                          |   | <b>AND DIRECTION</b>    |

-vs-

BRENT E. TIEDEMANN and  
KEVIN A. TIEDEMANN,

Respondents.

REPORT OF PROCEEDINGS before the Honorable DANA  
RHOADES, commencing on July 31, 2024.

**APPEARANCES:**

Mr. Michael J. Brusatte  
Ms. Mia Hernandez  
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(217)367-1126  
Attorney for Petitioner

Mr. Sam A. Limentato  
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(217)352-1800  
Attorney for Respondent

Jamie J. Mumm, CSR  
Official Court Reporter, IV  
IL License No. #84-002330

I N D E X

WITNESSES:

PAGES:

|  |    |
|--|----|
| 1. BRENT TIEDEMANN                       |    |
| Direct Examination by Mr. Limentato..... | 25 |
| Cross-Examination by Ms. Hernandez.....  | 35 |

1 THE COURT: 24-CH-2, Debra Tiedemann versus  
2 Brent Tiedemann and Kevin Tiedemann. Debra Tiedemann  
3 appears personally and with Counsel. Counsel, could you  
4 state your name for the record? I'm sorry.

5 MR. BRUSATTE: No worries. Mike Brusatte  
6 and Mia Hernandez.

7 THE COURT: I'll ask you to spell your names  
8 for the record. Oh, I think we have those on the list.  
9 That Mike Brusatte. That's B-r-u-s-a-t-t-e. And Ms.  
10 Hernandez?

11 MS. HERNANDEZ: H-e-r-n-a-n-d-e-z.

12 THE COURT: All right. Thank you, ma'am.  
13 And then we have Brent Tiedemann and Kevin Tiedemann  
14 also personally present with Counsel, Sam Limentato. We  
15 have another case involving the same parties. This is  
16 24-PR-9, the Estate of Edward Tiedemann, and we'll show  
17 the same parties present with Counsel as well.

18 In reviewing the file in the CH case, the filings in  
19 that case were filed first. That's a Petition for Aid  
20 and Direction. I reviewed that. There's a Response --  
21 Reply to that by Brent and Kevin Tiedemann, and then a  
22 Response to that Reply. And then we also have in the  
23 probate case an appointment -- or Petition to Appoint  
24 Independent Administration filed by Debra Tiedemann, a  
25 Response to that, and a Reply thereto.

1           So counsel, does it make sense to address the pending  
2 matters in 24-CH-2 first, and then go to the probate?  
3 Or would you prefer to do it the other way around?

4           MR. BRUSATTE: That would be fine with us.

5           MR. LIMENTATO: Your Honor, whatever your  
6 preference is. I think they're tied pretty closely.

7           THE COURT: They are. I understand.  
8 Absolutely. Or if you want to kind of discuss both  
9 issues at the same time, feel free to do that. Counsel,  
10 do you want to present evidence, or is it mainly  
11 argument?

12           MR. BRUSATTE: It's mainly argument. Just so  
13 the Court knows, I'll talk on this one, and Ms.  
14 Hernandez will speak on the other one.

15           THE COURT: Sounds great. Let's start with  
16 24-CH-2, on the Petition for Aid and Direction filed by  
17 Debra Tiedemann. Counsel, you may proceed.

18           MR. BRUSATTE: Thank you Judge. Counsel. So  
19 for the Petition for Aid and Direction, we represent the  
20 Petitioner who's Debra Tiedemann here with us. She's  
21 the Petitioner and also the Trustee of the Edward  
22 Tiedemann Trust. And we're here asking the Court to  
23 weigh in on what really is a simple question - does the  
24 Trust require the Trustee to pay off the Settlor's debts  
25 with assets from the Trust. And I say it's a simple

1 question, because the Trust very clearly and  
2 unambiguously does provide for that, and we attached the  
3 Trust to our Petition as Exhibit 1. And Article 10 of  
4 the Trust, which appropriately is on page ten, states:

5 "After my death, the Trustee shall pay from the  
6 Trust Estate, directly or through my personal  
7 representation, without apportionments or  
8 reimbursement, all of my just debts".

8 And the Respondents do not dispute that that's in  
9 the Trust. They do not argue that it's ambiguous, nor  
10 could they. So, it's a very simple question because  
11 Illinois law requires a Trustee to abide by the terms of  
12 the Trust, and here what the Trustee is supposed to do  
13 is very clear. So why are we here wasting the Court's  
14 time? The answer to that is, like many families, there  
15 is a disagreement about what's going on with the Trust,  
16 with the Estate and all of that. So there has been a  
17 suggestion that if our client, as Trustee, does what the  
18 Trust tells her to do and pays the Settlor's debts with  
19 assets from the Trust Estate, that she would have a  
20 conflict of interest and she would be breaching her  
21 fiduciary duty. Now we absolutely disagree with that.  
22 We don't believe that that's true at all. But  
23 fortunately, the Illinois Trust Code allows us, at the  
24 onset, to come here and ask the Court for direction and  
25 get court approval for something that there may be an

1 issue with so that we don't have to fight it for three  
2 or four years in litigation. So that's why we are here.  
3 And the conflict that the Respondents claim exists  
4 relates to one of the Settlor's debts. It's a Promissory  
5 Note, and it's attached as the first two pages of  
6 Exhibit 2, and there's no question that the Promissory  
7 Note is a just debt of the Settlor, of Mr. Tiedemann. He  
8 entered into a Promissory Note on his own. It's his  
9 debt and his alone. Again, there's no real legal  
10 argument against that.

11           Where it gets interesting is that in addition to  
12 the Promissory Note, a Mortgage was executed, and a  
13 Mortgage is a separate legal document. It has different  
14 rights and responsibilities. In this Mortgage it lists  
15 four properties that secure the Promissory Note. Three  
16 of those properties are owned by the Trust, and one of  
17 them was owned by Ed and Deb, and now it's owned only by  
18 our client. Respondents claim that if our client, as  
19 Trustee, pays off the Settlor's debts, as is required by  
20 the Trust, that by paying off the Promissory Note the  
21 Mortgage won't be foreclosed on, and therefore the one  
22 property that she owns along with the three properties  
23 from the Trust will not be foreclosed on, and so she  
24 will benefit by that action.

25           Now we don't necessarily agree that this is a

1 problem. There's no discretion for the Trustee to decide  
2 which debts to pay off. The Trustee is directed to pay  
3 off all of the Settlor's debts. There's also no question  
4 that the Promissory Note is the Settlor's debt and the  
5 Settlor's debt alone.

6           So I go back to the beginning where I said it  
7 really is a simple question whether or not my client, as  
8 Trustee, or any Trustee, is required by the terms of the  
9 Trust to pay off the Settlor's debts including the  
10 Promissory Note with assets from the Trust Estate. And  
11 based just on the Trust document itself, the answer to  
12 that is yes. And so I explained why we're here is  
13 because of the disagreement. This is an effort to try  
14 and avoid years of litigation on this issue, and -- but  
15 because it is a simple question, our request is that the  
16 Court enter an order in accordance with the Trust,  
17 telling the Trustee that she needs to do what the Trust  
18 asks which is pay the Settlor's debts with the Trust  
19 Estate, and specifically the Promissory Note which is  
20 clearly a just debt of the Settlor. Thank you, Judge.

21           THE COURT: Counsel, did you want to address  
22 the point brought up in the Reply requesting that your  
23 client be removed as Trustee?

24           MR. BRUSATTE: Oh, sure. And I apologize  
25 for not addressing that.

1 THE COURT: That's okay. No problem.

2 MR. BRUSATTE: First of all, the removal of  
3 a Trustee is a major action. The Court should, and  
4 Illinois law is very clear, that the Court and every one  
5 should respect the Settlor and who he chose to be the  
6 Trustee. Here there were two kind of issues as to why  
7 they think that my client should be removed. None of  
8 them have merit. The first was that she, by just  
9 suggesting that she should pay off the Settlor's debt is  
10 somehow breaching her fiduciary duty, and I think in  
11 this argument there's a little confusion between the  
12 Promissory Note and the Mortgage, because they say that  
13 she's suggesting that she pay off her debt. But the  
14 Promissory Note is not my client's debt, and as we said  
15 in our Reply, even if there is an issue, even if there's  
16 a question, and their argument has some merit, which I  
17 don't believe it does, we're here asking the Court for  
18 aid and direction. We're not just acting, and I think  
19 that shows that the Trustee is acting responsibly and  
20 reasonably. The second part about the accounting that  
21 we also addressed in the Reply, all that's required is  
22 an annual accounting, and we haven't even gotten to a  
23 year since she's been Trustee, and even if she's missed  
24 accountings, the first step should be to come to the  
25 Court and ask for one, not to immediately try to get

1 around the Will of the Settlor and, you know, take away  
2 the Trustee that the Settlor had decided on.

3 So we think that their arguments don't have any  
4 merit and she should remain the Trustee.

5 THE COURT: All right. Thank you, Counsel.  
6 Mr. Limentato, on behalf of your client?

7 MR. LIMENTATO: Thank you, Your Honor.

8 THE COURT: Thank you.

9 MR. LIMENTATO: There is quite a dispute that  
10 does exist here. It's not as clear cut as the Petitioner  
11 would like to make it. The language that they're  
12 relying upon is boiler plate, and the application of it  
13 would result in a very unjust and inequitable result,  
14 and completely in opposite to the duties of the Trustee,  
15 to not enrich themselves, and to also be a protector of  
16 the Trust rather than violate it in some way to their  
17 exclusive benefit. Why is it an exclusive benefit?  
18 Well that speaks to what was already referred to, and I  
19 don't have a big dispute with Mr. Brusatte's historical  
20 discussion, only to add the context of this Trust was  
21 created in 2014. The Promissory Note, which was  
22 accompanied by an encumbrance to the property in  
23 question, was created in 2022. That Mortgage was signed  
24 by the Settlor, but also by the Petitioner individually  
25 and directly as well. So there is an encumbrance to

1 that property. To provide perhaps more of a context  
2 there, there are different pieces of farmland that  
3 exist. The Trust contains farmland that was, I would  
4 call it, legacy farmland. It was meant to stay within  
5 the family. This property that is exclusive and has  
6 passed, we believe, from a right of survivorship of  
7 tenancy by the entirety to the Petitioner, we call it  
8 the Rentchler property, in terms of its location, and  
9 that is the property that was purchased by the funds  
10 generated by the banking documents in 2022. Again, that  
11 is clearly outside of the Trust. We don't know whether  
12 the Court will need some evidence on this. I'm not  
13 prepared to say you won't, Judge.

14 THE COURT: I understand.

15 MR. LIMENTATO: Because intent is key to  
16 this, because the language itself is not so clear cut  
17 that we can just rule on the face of the Trust itself,  
18 especially in the context of how the Trust is designed.  
19 It specifically limits the Petitioner's recovery under  
20 the Trust to just one paragraph, and specifically to  
21 certain items within that Trust, with the remainder  
22 pouring over to the benefit of the Settlor's two sons,  
23 Brent and Kevin Tiedemann. And in that scenario, not to  
24 spill over too much into the arguments for the probate  
25 case, but Brent was clearly named as the Executor first

1 and foremost with Kevin being the Successor. And within  
2 the Trust documents, while the Petitioner was named as  
3 the Trustee, the Successor Trustee in case she cannot  
4 serve or is in a position where she should not serve  
5 which is what we assert, then Brent Tiedemann's named as  
6 the Successor Trustee there.

7 So is this a just debt that's really addressed by  
8 boiler plate language? Well we presented a case that's  
9 right on point in this, the *Griffin v. Gould* case.  
10 Judge, I do have copies for the Court if you'd like it.

11 THE COURT: Thank you. I appreciate that.

12 MR. LIMENTATO: May I present that to you?

13 THE COURT: Absolutely.

14 MR. LIMENTATO: May I approach, Your Honor?

15 THE COURT: Absolutely. Counsel, if you do  
16 want to present evidence, by all means, that is fine.

17 (Documents handed to the Court)

18 THE COURT: Thank you. That's *Griffin v.*  
19 *Gould*, G-O-U-L-D.

20  
21 MR. LIMENTATO: In particular, this case is  
22 addressing the Statute, 755 ILCS 5/20-19, "no  
23 *exoneration of encumbered interests in real estate*",  
24 And it speaks to how common law was changed by this  
25 statute, and it deals exactly with the use of boiler

1 plate language in *Griffin v. Gould*. It brings in --  
2 because it has to interpret this statute, it brings in  
3 cases from other states to do this, but it comes to the  
4 conclusion on page 5 of 5 of this copy that I provided,  
5 at the top of that second column at the end:

6           Something more than the stock phrase, quote:  
7       "*All indebtedness owed by me at the time of my death*",  
8 which is very similar to what is listed in this Trust.  
9 And they said in this case, it was insufficient.

10           Now there was some distinction made in the  
11 Petitioner's Response to our Reply, that somehow this  
12 only applies to a Will, when clearly these principles  
13 apply, in the world of estate planning, to all  
14 testamentary documents including trusts, and we can't  
15 ignore that within the Statute itself, and I can provide  
16 a copy of the Statute as well, Judge, if that would be  
17 helpful.

18           THE COURT: If you have extra copies that's  
19 fine, I'll take one. Thank you.

20           MR. LIMENTATO: May I approach, Your Honor?

21           THE COURT: Absolutely.

22           (Documents provided to the Court)

23           MR. LIMENTATO: If I may draw your attention,  
24 Your Honor, to Paragraph A, it specifically talks about  
25 the Trust using the language of -- in using the term

1 Trust twice within that paragraph, line three, and at  
2 the end of line five. So it's incorporating the  
3 principle that if there's real estate that passes on to  
4 someone else and it's encumbered, now it could include a  
5 Mortgage, not just a Promissory Note, but can include a  
6 Mortgage as an encumbrance, and even if it passes  
7 through a Trust, this principle that's pointed out in  
8 the Statute is, that's a debt that the person who's  
9 receiving the property has to take care of on their own  
10 and not through other funds that really belong to the  
11 beneficiaries of the Trust.

12 Now even -- so it's beyond just a clear cut item  
13 there. The payment of this specific debt, especially  
14 with someone like the Settlor who is very intentional  
15 about his finances in the way that he would go about  
16 accumulating his estate and taking care of it, and even  
17 in the care and concern that he had for his wife and for  
18 his sons in terms of providing for all of them, there  
19 should have been something expressly provided to pay off  
20 this debt. Again, there were only two parties involved  
21 in this particular land - the Settlor and the  
22 Petitioner. The only person that will benefit from using  
23 Trust funds, it will become a wind fall, if the Trust  
24 land that's clearly in the Trust, and is meant  
25 specifically for the benefit of Brent and Kevin only, if

1 it's used to pay off the debt to give the Petitioner  
2 this land, this Rentchler property, free and clear of  
3 all debt. That's exactly what the Statute is meant to  
4 avoid here. There's plenty of conflict that exists in  
5 this particular case and with this particular language.

6         The Petitioner, going to why she should be  
7 removed, and is not serving, this whole Petition for Aid  
8 and Direction, and then more so the Reply, is clearly,  
9 she should be protecting the Trust, but she's going to  
10 be in an untenable position of benefitting herself.  
11 This whole scenario of, well we're jeopardizing the  
12 Trust land by allowing a foreclosure to take place. Well  
13 the Respondents haven't been idiol, either through  
14 counsel or themselves, to make sure that the bank that's  
15 in question hasn't foreclosed, which they haven't  
16 proceeded with that because they understand that this  
17 has been at issue. But if she's protecting it, the way  
18 to protect the Trust would have been to sell the land  
19 itself, the Rentchler property, which is actually worth  
20 more than the indebtedness by itself, or refinance that  
21 land in a way that then takes care of that debt and it  
22 loosens the Trust property as should have been intended.  
23 So that's something that again, even without any ill  
24 intent, the Petitioner's placed in a position that one  
25 decision benefits herself exclusively to the detriment

1 of the Trust, and there's another way around resolving  
2 the debt that exists.

3           Again, this property passed through joint tenancy  
4 with the right of survivorship or within tenancy in its  
5 entirety. Even the Statute itself even talks about it  
6 being an encumbrance, embraces or extends to other  
7 property, in keeping with that argument that it extends  
8 to the Trust property then it should be in some way  
9 proportional, but that's in paragraph C, Your Honor, of  
10 the Statute, but I don't think that is equitable or  
11 meets the intent of the settlor either.

12           Again, the Petitioner was aware of this debt.  
13 This is not a surprise. She signed a Mortgage, and  
14 again individually, and this is what has taken place. So  
15 the removal of the Trustee is appropriate. Yes, I think  
16 we can file and we'd move to amend if we need to, to  
17 file a specific Petition here as a separate action or  
18 within, to talk about the how the lack of accounting has  
19 impacted things. Right now we're in the midst of  
20 preparing the estate tax return, and something which the  
21 Respondents have participated significantly, including  
22 fronting a significant sum of money, forwarding  
23 \$180,000.00 to address the potential and estimated tax  
24 liability. So it hasn't been idol throughout all of  
25 this. Both parties have attempted through their counsel

1 from the very beginning to ascertain whether we could  
2 avoid this hearing and the involvement of the Court.  
3 It's not because we don't trust the Court at all, but  
4 because we thought it would be better for both the  
5 intangible issues in family relations and to resolve  
6 this with as little controversy and as efficiently as  
7 possible. Unfortunately that did not take place to this  
8 point.

9           So there is a need for accounting. There is need  
10 for some disclosure to take place, if the Trustee is  
11 there. But again, relative to this scenario, there can  
12 be no way that it's equitable that this Trust property  
13 should be at risk or used to pay the debts that are  
14 clearly associated with one piece of property, with only  
15 one person that benefits, and that person sits in the  
16 seat of the Trust protector. It's just illogical to  
17 allow the Petitioner to remain in that role, Your Honor.  
18 Thank you.

19           THE COURT: Counsel, let me ask you, do  
20 either of you want to present any evidence by way of  
21 testimony with any of the parties surrounding the  
22 circumstances of the Note or values or anything like  
23 that? Or just do you want me to -- I'm probably going  
24 to take this under advisement. I want to read the  
25 *Griffin* case and any other case law that you want me to

1 consider. I'll give you a chance to make a reply  
2 argument, Counsel, but I just wanted to ask you if you  
3 do want to present some evidence.

4 MR. LIMENTATO: Your Honor, on behalf of the  
5 Respondents, I think that might come into play relative  
6 to, if we're to show good cause as to any delay.

7 THE COURT: Okay.

8 MR. LIMENTATO: I did not subpoena anyone  
9 else.

10 THE COURT: Okay.

11 MR. LIMENTATO: There is an attorney that  
12 prepared the documents that had a meeting with all  
13 parties post the deceased's date of death to explain  
14 certain things, and certainly Brent or Kevin were  
15 present there, so was the Petitioner. I could call any  
16 one of them to establish that, if it's necessary, in  
17 terms of explaining --

18 THE COURT: Okay.

19 MR. LIMENTATO: -- why a Petition for  
20 Issuance of Letters wasn't filed.

21 THE COURT: Understood.

22 MR. LIMENTATO: That might be, at least for  
23 this purpose, it could be. Again, we can expand on it  
24 if we need to subpoena the banker from the lender, the  
25 Representative there.

1 THE COURT: Okay.

2 MR. LIMENTATO: But frankly, I don't know if  
3 Mr. Brusatte's had the opportunity to talk to them. I've  
4 not talked to them at that level, I'd like to subpoena  
5 you to come and testify, I don't --

6 THE COURT: Understood. Thank you.

7 MR. BRUSATTE: I'll let Miss Hernandez speak  
8 to that part of it with respect to the Petition for Aid  
9 and Direction. Our position is you have the Trust  
10 before you, you have the Promissory Note before you. It  
11 was a verified complaint and pleading. Our position is  
12 that those are enough to help you make a decision on  
13 that question. I don't know if you want to speak to the  
14 other.

15 MS. HERNANDEZ: Are we going to now turn to  
16 --

17 THE COURT: Let me ask you, Mr. Brusatte, do  
18 you want to make any reply argument to Mr. Limentato?

19 MR. BRUSATTE: I would.

20 THE COURT: Then we can go to the other  
21 issue.

22 MR. BRUSATTE: Thank you, Judge. So mainly I  
23 would like to address this *Griffin* case and the Statute.  
24 I think that their application in this matter is  
25 entirely misplaced. I don't think that they come into

1 play at all. The statute that is addressed in *Griffin*  
2 and the Statute that Mr. Limentato has given to you, is  
3 from the Probate. It's not from the Trust Act, and what  
4 this Statute basically says is that if someone receives  
5 a property, and it could be through a Trust that they  
6 receive a property. That's not what happened here, but  
7 it does mention a Trust in that paragraph. But what  
8 that Statute is talking about is that if the property is  
9 encumbered, you can't use the Probate Estate to  
10 un-encumber that property. So there's two reasons that  
11 doesn't apply here. One is, we're not using the Probate  
12 Estate. This is a Trust document that says use the  
13 Trust. And the other problem is the payment is not going  
14 to un-encumber the property. If the payment was going to  
15 the payment of the Mortgage, that would be a direct  
16 payment to un-encumber a property. But here, it's going  
17 to a Promissory Note, which was the just debt and only  
18 the just debt of the Settlor. And so for both of those  
19 reasons, independently, that Statute and that case just  
20 have no application here to what we're asking the Court  
21 to weigh in on. And I also want to touch on the argument  
22 that the language in the Trust is boiler plate, and I  
23 think Counsel said it was not so clear cut. The language  
24 he's talking about says after my death the Trustee shall  
25 pay from the Trust Estate directly or through my

1 Personal Representative, without apportionment or  
2 reimbursement all of my just debts. That's pretty clear  
3 into what that means. Counsel also said that the Trust  
4 land should not be used to pay off his debts, because  
5 the intent of the Settlor was that the Trust land was  
6 meant specifically for the Respondents and the  
7 Respondents only. But that's not true. The first thing  
8 the Trust land was meant for was to pay off the  
9 Settlor's debts. That's in Article 10, which we've been  
10 talking about. It's also in Article 4, which is on page  
11 two that starts off: "After my death, if my wife  
12 survives me and we are married, it says... after making  
13 payments provided for in Article 10, then the following  
14 things should be distributed" so clearly the Trust  
15 assets, yeah they're meant down the line for the  
16 Beneficiaries, but the first thing that the Trust  
17 clearly makes the Trust assets available for and meant  
18 for is to pay the debts of the Settlor. So while we  
19 understand that Respondents don't want this to happen,  
20 there simply is no legal basis to disregard what is  
21 clear and unambiguous in the Trust. It clearly says that  
22 the debts are to be paid. The Promissory Note is clearly  
23 a debt. Counsel's suggestion that the way around this  
24 is to have our client personally pay off the debt with  
25 her assets, there's just no basis for that. A Trustee

1 doesn't have to pay off a debt of a Settlor with her own  
2 assets to avoid an issue and to the point of if there's  
3 conflict. Even if it is a conflict, that Illinois Trust  
4 Code allows this Court then to step in and read the  
5 trust and say this is what the trust says. It's clear.  
6 And this is what the Trustee should do. So, the fact  
7 that there might be a conflict doesn't mean that the  
8 Trustee can't take that action. It just, at worst, means  
9 that's why we're here, to get to you say this is what  
10 the Trust says, and to avoid that issue of whether or  
11 not she's doing what's in the best interests of the  
12 Trust. But the bottom line is, the Trust is clear. The  
13 Promissory Note is clearly a debt of the Settlor, and  
14 there's no legal basis to disregard that term or to not  
15 direct my client to pay it. Thank you, Judge.

16 THE COURT: All right. Thank you. Then  
17 Counsel, are we ready then to proceed to the -- as I've  
18 indicated, I'm going to take this issue under  
19 advisement. I want to review the cases. If there's any  
20 additional statute or case law that you want to point my  
21 attention to, please feel free to submit that, and  
22 obviously copy opposing Counsel on that submission, and  
23 I will consider those as well.

24 Are we ready to move on to the Petition in  
25 24-PR-9 at this time?

1 MR. LIMENTATO: Yes, Your Honor.

2 MS. HERNANDEZ: Yes, Your Honor.

3 THE COURT: We will do that. This is the  
4 Petition filed by Debra Tiedemann for Petition for  
5 Independent Administration. Miss Hernandez?

6 MS. HERNANDEZ: Yes, Your Honor. Good  
7 afternoon.

8 THE COURT: Good afternoon.

9 MS. HERNANDEZ: Thank you. As you have seen  
10 from the pleadings, the only Petition on file before  
11 Your Honor at this time is the Petition filed by Debra  
12 Tiedemann asking that she be appointed as the  
13 Independent Administrator with the Will Annexed. She is  
14 asking that the Will be admitted to Probate. There is no  
15 other petition pending, no counter-petition asking that  
16 someone else be appointed. There is merely the Response  
17 that was filed by Brent and Kevin Tiedemann in response  
18 to the Petition that you have before you, Your Honor.  
19 Given that at least five months had passed since both  
20 Brent and Kevin Tiedemann were aware that Brent was  
21 named as -- nominated as the Executor and Kevin as the  
22 Successor Executor, and no action was taken, we went  
23 ahead, Your Honor, on behalf of our client and filed the  
24 Petition for Independent Administration. There is a  
25 Probate Act Statute that refers to a thirty-day time

1 frame if there has been no action, that the nominated  
2 executor can be denied to be appointed. And so under  
3 that Statute, we're asking, Your Honor, that our client  
4 be appointed instead. More than thirty days have  
5 passed. In the Response there's no showing of good  
6 cause as to that delay. I'm only hearing today that  
7 opposing counsel potentially wants to put on evidence  
8 and testimony on that rather than even having argued,  
9 if any, anything in the Response, Your Honor.  
10 So at this point, another thing I do want to bring up is  
11 the alternative that Brent and Kevin Tiedemann raised in  
12 their Response of appointing a neutral third party, Your  
13 Honor, and if you believe that given the contentiousness  
14 between the parties it's appropriate to appoint such a  
15 neutral party, Your Honor, we would ask that you do so.  
16 Thank you.

17 THE COURT: Thank you, Counsel.  
18 Mr. Limentato, on behalf of your clients?

19 MR. LIMENTATO: Thank you, Your Honor. I do  
20 intend to call one or both of my clients relative to  
21 this issue of good cause that has become a center point  
22 of this statute, and a main argument of the Petitioner.  
23 Clearly they were in no hurry to rush in here either,  
24 and because there are reasons for that, that are mutual  
25 and it's a bit erroneous at best that they pretend they



1                   B R E N T       T I E D E M A N N  
2   called as a witness in the above-entitled cause, having  
3   been first duly sworn, was examined and testified as  
4   follows:

5                               DIRECT EXAMINATION BY

6                                       MR. LIMENTATO:

7

8       Q.   Please state your name.

9       A.   Brent Tiedemann.

10      Q.   And where do you reside?

11      A.   In Monticello.

12      Q.   And what is your relationship to the Settlor of  
13   the Trust of Edward Tiedemann?

14      A.   He was my father.

15      Q.   And how many children did your father have?

16      A.   Me and my brother. Two.

17      Q.   Your brother's name is?

18      A.   Kevin Tiedemann.

19      Q.   And he's also present in the courtroom here?

20      A.   Correct.

21      Q.   And what is your understanding of who was named  
22   as the executor in your father's will?

23      A.   It says me.

24      Q.   And at a certain point in time after your  
25   father's death, did you meet with anyone regarding the

1 Estate?

2 A. Yeah, I believe we set up a meeting even before  
3 we left the hospital to meet with the attorneys. I think  
4 we had some trouble lining up scheduling. I believe we  
5 met with the first set of attorneys who drafted the  
6 documents in October. I can't remember the date. I  
7 think it was the middle of October.

8 Q. October of 2023?

9 A. Correct.

10 Q. Your father passed away September 7th of 2023?

11 A. Correct.

12 Q. And who did you meet with in this October 2023  
13 meeting?

14 A. It was at Miller, Tracey Law Firm. The Attorney  
15 was Kevin Feeney.

16 Q. And Mr. Feeney drafted the Estate planning  
17 documents for your father?

18 A. I'm not sure.

19 Q. Is that your understanding?

20 A. I'm not sure if it was him or Bill Tracy. One of  
21 the two I would assume.

22 Q. Who attended this meeting?

23 A. Myself, Kevin, and Debra.

24 Q. You are referring to Debra Tiedemann?

25 A. Yes.

1 Q. What was the purpose of this meeting, as far as  
2 you knew?

3 A. To try to sort all this out. I mean we were aware  
4 of all the complexities, what needed to happen sort of.  
5 We just needed guidance, really.

6 Q. And did you receive some guidance?

7 A. From them? No. They actually told us that there  
8 was a conflict of interest and that they could not  
9 represent individually, the Estate or the Trust. So it  
10 was almost like we got fired. (Laughter)

11 Q. Was that advice of counsel given to all three  
12 attendees meaning Debra, Kevin and yourself at the same  
13 time?

14 A. It came a couple of days later in an e-mail. I  
15 think there was a letter that followed.

16 Q. Was there any advice given to you about opening  
17 the Estate?

18 A. At that time it sounded like Luke Feeney  
19 mentioned -- yeah, Luke Feeney, not Kevin, but Luke  
20 Feeney, the Attorney. He mentioned that it didn't sound  
21 like there was much in the Estate, and that we may be  
22 able to do this through a Small Asset Affidavit, I think  
23 is what he said. I'm not sure of the legal term, but I  
24 think he said that we could sort of avoid probate  
25 through one of those mechanisms.

1 Q. Were you aware of what estate planning documents  
2 were prepared for your father?

3 A. Other than the Will and Trust, no.

4 Q. So you were aware that a Trust existed as well?

5 A. Yes.

6 Q. Do you know when that trust was established?

7 A. What was the date on it? 2012, I think maybe.

8 Q. And do you know who the beneficiaries of that  
9 Trust were?

10 A. That was me and Kevin.

11 Q. And who was the Trustee listed in there?

12 A. Debra Tiedemann.

13 Q. You interacted with your father before his death,  
14 correct?

15 A. Yeah.

16 Q. Did you discuss any of his plans in terms of his  
17 Estate or Trust with him?

18 A. Not even once.

19 Q. And what is your understanding of what primarily  
20 is in the Trust?

21 A. I thought it was basically family farm land that  
22 he inherited from his grandfather who probably inherited  
23 it. I'm not sure. He was very secretive about some of  
24 those things. You know, it's been in the family for a  
25 long time.

1 Q. And were you aware in October of 2023, of all the  
2 properties that your father owned in some way or  
3 fashion, whether it was within the Trust or outside of  
4 the Trust?

5 A. No.

6 Q. When did you discover, if you did at all, that  
7 there was property outside of the Trust of significance?

8 A. Probably when this petition was filed when we got  
9 the letter from opposing counsel, I think.

10 Q. In the time that followed your father's death,  
11 did you make effort or were efforts made mutually by  
12 representatives of Debra Tiedemann and yourself to meet  
13 and see what process could be made to efficiently  
14 resolve any Estate and Trust matters?

15 A. I believe so, yeah.

16 Q. And there were -- were there attempted meetings  
17 scheduled?

18 A. No. I think really the last time we spoke was  
19 after she'd met with her attorney, and I think we were  
20 still trying to line up an attorney for us, and I think  
21 that was at the end of the church service. So it was  
22 sort of informal.

23 Q. Was there some essentially research or work that  
24 needed to be done to discover what was owned by your  
25 father in some way?

1 A. Yeah, I believe so.

2 Q. And did you discover that there's some other farm  
3 land outside of the Trust?

4 A. Yes. Well, an interest.

5 Q. What do you mean by that?

6 A. It come to my understanding that there was a  
7 partial interest of some other land that he had owned  
8 jointly with, I believe, his brother and maybe his  
9 sister. I'm not a hundred percent sure on how that piece  
10 is divided up.

11 Q. Do you believe that property has some significant  
12 value in excess of a hundred thousand dollars?

13 A. Yes, I do.

14 Q. And you came to that several -- that knowledge  
15 several months after your father passed?

16 A. Yeah, not conclusively, yes. Other than hearsay.

17 Q. In terms of property that would have passed  
18 outside of the Estate, and outside of the Trust, were  
19 you aware of the property that may have passed to Debra  
20 Tiedemann in some other form or fashion, like tenancy by  
21 the entirety or right of survivorship?

22 A. A little bit. Stuff that I knew that he owned,  
23 like the house that they lived in, the lot next door,  
24 things like that.

25 Q. Did Mr. Feeney give you any indication why he

1 thought just a small claims -- small estate affidavit  
2 would be sufficient?

3 A. I think the tractor in question was less than a  
4 hundred thousand dollars, and that may be what we  
5 thought would be the only probate-able asset at that  
6 time, and so he said well, there probably won't be any  
7 need for that.

8 Q. And in that meeting with Mr. Feeney, no one spoke  
9 up and said well, I'm aware of some other significant  
10 property that exists that would pass outside of the  
11 Trust or outside of some other non-estate means?

12 A. Correct. It's been a little bit blurry on how to  
13 divide what goes where.

14 Q. Now you're aware that eventually a tax form has  
15 to be filed for the Estate, correct?

16 A. Correct.

17 Q. What steps have you made personally regarding  
18 that?

19 A. I met with a CPA here in town that I had a  
20 relationship with and asked him for help, asked him what  
21 he needed. He said that they would need appraisals for  
22 all the properties and just basically a lot of documents  
23 to support the tax return that he was going to file, and  
24 seeing that there was no possibility of getting  
25 everything from both sides, we decided to go ahead and

1 file an extension. And in support of that extension, I  
2 had arranged for an appraisal for all of the Trust  
3 properties, I believe the jointly-owned property and --  
4 yeah, basically everything that I knew that was his  
5 that, you know, would need to be filed in that tax  
6 return.

7 Q. The jointly-owned property, are you talking about  
8 the approximate one-third interest that your father  
9 owned with his siblings?

10 A. Yes. But I didn't get an appraisal on, you know,  
11 their house or anything else.

12 Q. Did you get an appraisal on the Rentchler  
13 property?

14 A. I think I did. I'm not sure. I would have to  
15 look. I think I did.

16 Q. As to other property that passed directly to  
17 Debra, you did not obtain an appraisal, did you?

18 A. Correct.

19 Q. Now with the request for an extension, there had  
20 to be an estimated tax, correct?

21 A. Yes. That is to basically avoid any penalties to  
22 sort of stop the clock, I guess, from ticking.

23 Q. Did anyone make such a payment?

24 A. Yes. Me and Kevin made the payment.

25 Q. In what amount?

1           A.    We made the payment of \$90,000.00 each for a  
2 total of \$180,000.00.

3           Q.    Is it your willingness to serve as -- are you  
4 still willing to serve as the Executor of this Estate?

5           A.    Yes.

6           Q.    Are you requesting the Court to deny the petition  
7 filed by Debra Tiedemann?

8           A.    Yes.

9           Q.    Under what basis? Why would you rather serve  
10 than --

11          A.    I believe it was my father's intent.

12          Q.    And you know that by how or what document?

13          A.    The Will, I believe, says that I'm the Executor  
14 -- or he intends for me to be the Executor.

15          Q.    And how would you explain to the Court any delay  
16 that you had in petitioning for letters to issue?

17          A.    The main one being the extent of the Estate. I  
18 didn't know all of the assets, didn't know what all was  
19 involved, and if there was even a need to have a Probate  
20 case. That was the main reason.

21          Q.    From what you testified earlier, when you say  
22 whether there was a need, that was based in part on the  
23 advice you received from Luke Feeney?

24          A.    Correct.

25          Q.    Also the need and the eventual discovery of

1 substantial assets that consisted of farm land that you  
2 knew nothing about?

3 A. Right.

4 Q. And you already said that your father was rather  
5 private about what he owned?

6 A. Yeah.

7 Q. And were you also making attempts to try to  
8 resolve any potential disputes with Debra Tiedemann?

9 A. Yes.

10 Q. You were attempting to resolve these issues  
11 amicably, correct?

12 A. Correct.

13 Q. And there were delays on both sides?

14 A. Correct.

15 Q. Is that fair?

16 A. Yeah.

17 Q. That there were attempted meetings on both sides,  
18 and even a cancellation of a meeting by Debra Tiedemann?

19 A. Yes.

20 MR. LIMENTATO: Your Honor, I have nothing  
21 further.

22 THE COURT: Miss Hernandez, any  
23 cross-examination or follow-up?

24

25

1 CROSS-EXAMINATION BY

2 MS. HERNANDEZ:

3  
4 Q. If I heard correctly, you said that the first you  
5 learned of assets outside of the Trust was when you  
6 received the Petition for Independent Administration,  
7 which was filed at the end of February of this year?

8 A. I think conclusively, yeah.

9 Q. And you also stated that you had a meeting with  
10 an attorney back somewhere around October, you believe,  
11 of 2023?

12 A. Correct.

13 Q. So what attempts between October and when you  
14 received the Petition, what attempts did you make  
15 between -- sorry let me start over. From when you met  
16 with that attorney in October of 2023, and you received  
17 the Petition in February of 2024, or sometime  
18 thereafter, what attempts did you make to ascertain  
19 whether there were assets outside of the Trust?

20 A. I talked to family members, and I think we looked  
21 at some property tax records in St. Clair County where  
22 everything's owned.

23 Q. In doing so, you weren't able to discover  
24 additional assets outside of a Trust by looking at the  
25 farm land, the records of the County?

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1           A. Not conclusively. I think it's a third interest,  
2 I think it said Lisa Tiedemann, et al, and I didn't even  
3 really know what that meant. I didn't know if that  
4 included my dad, or how much, or what that really meant.

5           Q. What effort did you make after identifying that  
6 potential asset outside of the Trust, what steps did you  
7 take to ascertain whether or not it was in the Trust?  
8 Did you consult an attorney?

9           A. I believe so, yeah.

10          Q. So what was the delay from that point until now?  
11 Because there's still no petition pending on file.

12          A. There was a title search. I'm not sure. There's  
13 just -- yeah, I think there's -- yeah, just a lot of  
14 questions about what is and what isn't included in the  
15 Estate versus the Trust. I mean the Estate has a pour  
16 over provision that dumps everything into the Trust.  
17 So...

18                   MS. HERNANDEZ: I don't have any further  
19 questions.

20                   THE COURT: Any follow-up to that?

21                   MR. LIMENTATO: No, Your Honor. Thank you.

22                   THE COURT: Thank you, Mr. Tiedemann. You  
23 may step down and have a seat at the counsel table.

24                   (Witness exits the stand.)

25                   THE COURT: Mr. Limentato, do you wish to

1 call Kevin Tiedemann as well?

2 MR. LIMENTATO: Your Honor, I would submit  
3 unless counsel wants me to place it, Mr. Tiedemann if  
4 testifying would testify very similar to that of Brent  
5 Tiedemann.

6 THE COURT: Understood.

7 MR. LIMENTATO: Is there any objection?

8 MS. HERNANDEZ: No.

9 THE COURT: Any additional argument at this  
10 time?

11 MR. LIMENTATO: Yes, Your Honor. If I may?

12 THE COURT: Yes.

13 MR. LIMENTATO: There were many reasons  
14 relative to why there was a delay present, including the  
15 ongoing and continuing good communications happened,  
16 from my perspective, between the attorneys representing  
17 the parties in this matter. So that has been part of the  
18 reason to attempt to again avoid this. My position has  
19 always been that once things are filed or said in court  
20 they can't been unheard or unseen, and again relative to  
21 that the longevity of family relationships, which I view  
22 is important. That was the effort to avoid that. But  
23 again, no one has been idol relative to this. My  
24 clients, indeed it's true as Ms. Hernandez pointed out,  
25 that both parties will concede that perhaps an

1 independent administrator would be best suited for this  
2 type of thing, whether it be supervised or independent  
3 or through a third party. We had suggested Kelly Finet  
4 at one point to opposing counsel, but my understanding  
5 was that was rejected in terms of that effort. So again,  
6 there's been efforts by the Respondents to attempt to  
7 move this matter forward. It's clear from  
8 Mr. Tiedemann's testimony that he's ready, willing, and  
9 able to continue, and in a more formal way to move this  
10 Estate forward as the Executor.

11 Judge, if I need to amend my Petition to  
12 specifically say Counter-Petition and Reply to the  
13 Petition For Issuance, I will. I think it was clear from  
14 the body of it that says no, we object to Debra  
15 Tiedemann serving as the Executor, and Brent Tiedemann  
16 was named as the Executor in the Will. But Your Honor,  
17 I guess I would make a formal motion to amend or I'll  
18 file a separate petition if that is what the  
19 Petitioner's counsel would like me to do to move that  
20 forward to put this issue in a more fulsome way, but I  
21 think we all know what the alternatives are relative to  
22 this.

23 So, Your Honor, again the intent of this was to  
24 -- from both the Will and the Trust, to benefit the two  
25 sons primarily, beyond what was already intentionally

1 provided for Debra Tiedemann, the other means of passing  
2 significant assets outside of what was present there.  
3 Again, it was difficult to find, and I think both  
4 parties would admit, no one knew the extent of what  
5 might pass through the Estate for several months in this  
6 matter. So thank you, Your Honor.

7 THE COURT: Thank you. Miss Hernandez, any  
8 rebuttal argument to those arguments?

9 MS. HERNANDEZ: Your Honor, again, I just  
10 want to focus on the fact that we have parties that are  
11 not able to get together at this point and get along,  
12 and it would probably be in the best interests of the  
13 estate to have an independent neutral party appointed as  
14 Administrator.

15 THE COURT: Thank you, Counsel. We'll show  
16 cause is called for hearing on Petition for Independent  
17 Administration and Reply, and Mr. Limentato, I did take  
18 your Response to be as a request to petition Brent  
19 Tiedemann in the body of your document. Your filing was  
20 clear to me that it was a request asking that Mr. Brent  
21 Tiedemann be appointed.

22 Based on the evidence presented and  
23 arguments of counsel, it is clear to me that Mr. Ed  
24 Tiedemann had obviously a Trust set up with land in that  
25 Trust to benefit both Kevin and Brent, and the parties

1 were unaware to the extent that other assets that Mr. Ed  
2 Tiedemann owned that were outside of that Trust. Sounds  
3 clear to me that it sounds like the parties thought  
4 initially that a small estate affidavit could be  
5 utilized to transfer any nonprobate -- or probate assets  
6 rather that were not part of the Trust Estate or that  
7 did not pass otherwise through some other mechanism.  
8 Mr. Brent Tiedemann's testimony indicated that he relied  
9 on those suggestions by Attorney Feeney, and that's  
10 reasonable to do so. It took him some time, him and his  
11 brother some time to learn of additional assets. He  
12 testified that he was not aware of the Rentchler  
13 property until the filing of the Petition for Aid and  
14 Direction. Debra Tiedemann obviously was aware of that  
15 property because she had owned that property, was on a  
16 Mortgage with that property, but not all the parties  
17 were aware of that property. It sounds like there was  
18 another tract that Ed Tiedemann had an interest in with  
19 his siblings, and the parties weren't aware to what  
20 extent Ed Tiedemann's interest was in that property or  
21 what exactly that meant. Brent Tiedemann testified that  
22 an estate tax or tax return, I don't recall if he said  
23 estate tax or income tax return was due with the  
24 Internal Revenue Service. There were efforts being made  
25 to get appraisals for the tracts. That's time

1 consuming. He and his brother Kevin had to make an  
2 estimated tax payment to avoid penalties and interest.  
3 They each paid \$90,000.00 for a total of \$180,000.00 to  
4 avoid any negative consequences as a result of the tax  
5 liability. So it's clear that all the parties were a  
6 little bit in the dark in terms of what assets Ed  
7 Tiedemann owned at the time of his death, and what  
8 assets were not -- were outside of the Trust basically.  
9 And I believe that reasonable efforts were made to  
10 ascertain what assets Mr. Tiedemann had, and what was in  
11 the Trust, what was not in the Trust, and that's time  
12 consuming and it's hard to ascertain that kind of  
13 information sometimes if you don't have a listing.  
14 Mr. Tiedemann -- Brent Tiedemann testified that his  
15 father didn't discuss that kind of thing and he was sort  
16 of private about that sort of thing. So his father  
17 didn't give him a listing of this is what I have, this  
18 is where it is at, that sort of thing. So it makes sense  
19 that it took some time to figure this out. So, I don't  
20 believe there was -- that the delay was any attempt to  
21 be dilatory or anything like that. I think it was  
22 reasonable given the circumstances and the nature of how  
23 Mr. Tiedemann's Estate was set up. I do think, based on  
24 the current status or situation, that it would be in the  
25 best interests of all the parties to appoint an

1 independent administrator, and I was thinking Kelly  
2 Finet. She's the Public Guardian. I don't know of any  
3 specific conflict. I know, Counsel, you mentioned that  
4 was rejected. Was there any specific legal conflict with  
5 Kelly Finet? She is regularly appointed as our Public  
6 Guardian to do this type of thing.

7 MS. HERNANDEZ: Kelly Finet would be fine to  
8 be appointed, Your Honor.

9 THE COURT: Okay. Thank you. We'll show  
10 Kelly Finet then is appointed as Administrator of the  
11 Estate of Ed Tiedemann. Mr. Limentato, would you be able  
12 to prepare the necessary documents for her to sign in  
13 terms of Oath and Bond and that sort of thing?

14 MR. LIMENTATO: Yes, Your Honor.

15 THE COURT: Thank you. And then we'll show  
16 once that paperwork is prepared and she's signed that,  
17 then the Circuit Clerk to issue letters of office. I  
18 want to get that process started as soon as possible. Is  
19 there anything else we need to address in the Estate  
20 case -PR-9?

21 MR. LIMENTATO: From the Respondents, no Your  
22 Honor.

23 MS. HERNANDEZ: No, Your Honor.

24 THE COURT: Thank you, Counsel.

25 Then going back to 24-CH-2, I want to take that matter

1 under advisement. Again, Counsel, if you have any  
2 additional case law or statutes you want to point me to,  
3 please feel free to submit those and I will be issuing a  
4 written memorandum to all of you. Anything else in that  
5 case at this point in time?

6 MR. BRUSATTE: No, Judge.

7 MR. LIMENTATO: None for the Respondent, Your  
8 Honor. Thank you.

9 THE COURT: Thank you. Have a good day.

10 (Proceedings concluded.)

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