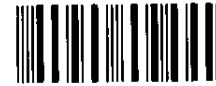


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Cook County Recorder 33.50



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JUNIOR MORTGAGE

THIS JUNIOR MORTGAGE is made this 14th day of July, 2000, by REVEREND PATRICK KEEN and CATHERINE M. KEEN, his wife, of 1905 West 64th Street, Chicago, Illinois 60638, ("Mortgagors"), to MISSION INVESTMENT FUND OF THE EVANGELICAL LUTHERAN CHURCH IN AMERICA, a Minnesota corporation, having its principal place of business at 8765 West Higgins Road, Chicago, Illinois 60631, ("Mortgagee")

For good and valuable consideration, and in consideration of the principal sum named in the Promissory Note executed on this date in favor of Mortgagee, as Lender, Mortgagors do hereby mortgage, grant and convey, to Mortgagee, its successors and assigns, all the certain tract of land which mortgagor is now the legal owner, and in actual possession, situated in the County of Cook, State of Illinois, described as follows:

Legal Description:

Lots 1 and 2 in Block 26 in South Lynne, a Subdivision of the North $\frac{1}{2}$ of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

1905 West 64th Street, Chicago, Illinois 60638

Permanent Index Number:

20-19-209-022-0000

Together with all improvements now and afterwards on the land and the fixtures attached thereto, together with all appurtenances belonging in and to said real estate, and the rents, issues, and profits, all the estate, right, title, interest, and claims in law and in equity, of Mortgagors in and to the tract of land, and every part and parcel of it.

The properties covered in this Mortgage are conveyed to Mortgagee, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which rights and

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benefits Mortgagors do now release and waive.

This Mortgage is given to secure the payment of \$45,000.00 with interest only at the rate of 8.75%, as provided in a Promissory Note dated as of the date hereof, which Promissory Note is incorporated by reference, that interest only on said Promissory Note is payable in monthly installments of \$328.00, and that the principal balance of said Promissory Note together with any unpaid accrued interest shall be payable in full on the first to occur of December 31, 2000 or upon the sale of the mortgaged premises, whichever shall first occur, and to secure the performance of Mortgagors' covenants and agreements as set forth herein.

Provided always that if Mortgagors shall pay to Mortgagee, its successors or assigns, the amount in the Promissory Note mentioned above, with all interest due, and shall perform, comply with, and abide by each and every stipulation, agreement, condition, and covenant of the Promissory Note and of this Mortgage, and shall pay all taxes that may accrue on the property and all costs and expenses that Mortgagee, its successors or assigns may be put to in collecting the Promissory Note, in the foreclosure of this Mortgage or otherwise, including reasonable attorneys' fees, then Mortgagee shall execute and deliver a release of the Mortgage to Mortgagor.

Mortgagor covenants and agrees that.

1. Payment of Note. Mortgagors shall pay the interest and other sums of money payable by virtue of the Promissory Note on August 1, 2000 and on the 1st day of each month thereafter through and including December 1, 2000, and Mortgagors shall pay the principal balance and any unpaid accrued interest on said Promissory Note on December 31, 2000 or upon the sale of the mortgaged premises, whichever shall first occur.

2. Payment of Taxes and Other Liabilities. Mortgagors shall pay the taxes, assessments, levies, obligations, and encumbrances of every nature on the described real estate, and if the same are not promptly paid, Mortgagee, its successors or assigns may at any time pay the same without waiving or affecting the option to foreclose or any right under this Mortgage and every payment so made shall bear interest from the date of the Mortgage at the rate of ten (10) percent per year.

3. Payment of Fees and Costs Due to Breach of Covenants in Promissory Note. Mortgagors shall pay all the costs, charges, and expenses, including attorneys' fees, reasonably incurred or paid at any time by Mortgagee, its successors, legal representatives, or assigns, because of failure by Mortgagor to perform, comply with, and abide by each and every stipulation, agreement, condition and covenants of the Promissory Note and this Mortgage, or either, and every such payment shall bear interest from date at the rate of ten (10) percent per year.

4. Insurance. Mortgagors shall keep the buildings now or afterwards on the land insured in a sum equal to the highest insurable value, both fire and extended coverage, in a company or companies to be approved by Mortgagee, with standard and customary mortgagee loss-payable clause endorsed on it, making such loss payable to Mortgagee, its successors, legal representatives, or assigns; and in the event Mortgagors fail to obtain insurance, then Mortgagee may obtain insurance and hold it as above provided, without waiving or affecting the option to foreclosure or any right under this Mortgage, and the Mortgagors will repay to the Mortgagee on demand all premiums so paid by mortgagor, with interest at the rate of ten (10) percent per year from the time of payment by Mortgagee; all premiums shall be secured by this Mortgage and shall be collectible in the same manner as the principal indebtedness; and should the Mortgagee by reason of the insurance receive any sum of money for damage, that amount may be retained and applied by Mortgagee toward payment of the debt secured by the Mortgage, or it may be paid over either wholly or in part to the Mortgagor for the repair of the buildings or for the erection of new buildings in their place, or for any other purpose or purposes satisfactory to the Mortgagee; and if the Mortgagee receives and retains insurance money for damage to the buildings, the lien of the Mortgage shall be affected only by a reduction by the amount of the insurance money so retained by the Mortgagee.

5. Alterations. Mortgagors shall neither permit nor cause the removal, alteration, or demolition, without the consent of the Mortgagee, of any building on the premises; all buildings now or later situated on the premises shall be maintained by the Mortgagors in good and substantial repair, Mortgagor shall not permit, commit, nor cause waste, impairment, or deterioration of the property, or any part of it, except reasonable wear and tear.

6. Compliance with Promissory Note. Mortgagors shall perform, comply with, and abide by each of the stipulations, agreements, conditions, and covenants in the Promissory Note.

7. Receiver. Mortgagee may, at any time pending a suit on this Mortgage, apply to the court for the appointment of a receiver, and the court shall then appoint a receiver of the premises, including all income, profits, issues, and revenues from whatever source derived, each and every one of which, it is expressly understood, is hereby mortgaged, as if specifically set forth and described. The receiver's appointment shall be made as a matter of absolute right to Mortgagee, and without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of Mortgagors or the defendants. Rents, profits, income, issues and revenues shall be applied by the receiver according to the lien of this Mortgage and the practice of the court. In the event of any default on the part of Mortgagors, Mortgagors agree to pay to Mortgagee on demand as a reasonable monthly rental for the premises in an amount at least equivalent to one-twelfth of the aggregate of the twelve

monthly installments then payable in the current year plus the actual amount of the annual taxes, assessments, water rates, and insurance premiums for that year not covered by the monthly payments.

8. Acceleration Due to Default in Payments. If any of the sums of money are not promptly paid within ten (10) days after becoming due and payable, or if each of the stipulations, agreements, conditions, and covenants of the Promissory Note and this Mortgage or either, are not fully performed, complied with, and abided by, the aggregate sum mentioned in the Promissory Note shall become due and payable immediately or later at the option of Mortgagee, its successors, legal representatives, or assigns, as fully and completely as if the aggregate sum were originally stipulated to be paid on that day, despite anything in the Promissory Note or therein to the contrary.

9. Notices. Mailing a written notice or demand addressed to the owner of records of the mortgaged premises or to the owner at the last address actually furnished to Mortgagee, or if none, directed to the owner at the mortgaged premises, and mailed by the United States mail, postage prepaid, shall be sufficient notice and demand in any case arising under this instrument and required by the provisions of this Mortgage or by law.

10. Other Grounds for Default. The whole of the principal amount and interest shall become due at the option of the Mortgagee, under any of the following conditions: after default in the payment of any principal or interest, or any installment, as provided in the Promissory Note for ten (10) days after notice thereof by Mortgagee; after default in the payment of any tax, assessments, water charges, sewer service charge, or other governmental or other charge or rate levied or charge against the mortgaged premises, for thirty (30) days after notice and demand from the Mortgagee; after default subsequent to notice and demand from the Mortgagee either in assigning and delivering the insurance policies insuring the building against loss, or in reimbursing the Mortgagee for premiums paid on the insurance, as above provided; or thirty (30) days after the institution of mortgage foreclosure proceedings by any other mortgagee with respect to the subject premises.

11. Warranty of Title. The Mortgagors warrant title to the premises and covenants with the Mortgagee that the Mortgagors are the true and lawful owner of the premises and has good and right and full power to grant and mortgage them, and that the premises are free and clear of all encumbrances, except only restrictions and easements of record, taxes and assessments not yet due or delinquent, and such other matters as are indicated following the legal description of the premises expressly set forth; and mortgagor further covenants that Mortgagors will warrant and defend against all lawful claims of all persons except as above provided.

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12. Sale. In case of a foreclosure sale, the premises, or so much as may be affected by this Mortgage, may be sold in one parcel.

13. Assignment of Rents. The Mortgagors assign to the Mortgagee the rents, issues, and profits of the premises as further security for the payment of the obligations secured by this Mortgage, and grants to the Mortgagee the right to enter on the premises for the purpose of collecting the payments, and to rent the premises or any part of them, and to apply the moneys received from the rental, after payment of all necessary charges and expenses, to the obligation secured by this Mortgage, on default under any of the covenants, conditions, or agreements contained in this Mortgage. The Mortgagors further promise and agree, in the event of any such default, to pay the Mortgagee, or to any receiver appointed to collect the rents, issues, and profits of the premises, a fair and reasonable occupational rent for the use and occupation of the premises or of such part as may be in the possession of the Mortgagors; and on default in payment of the rental, to vacate and surrender possession of the premises, or that portion occupied by the Mortgagors, to the Mortgagee or the receiver.

14. Payment of Fees and Costs. In the event any action or proceeding is commenced (except an action to foreclose this Mortgage or to collect the obligation secured by it) in which it becomes necessary to defend or assert the lien of this Mortgage, whether or not the Mortgage is made or becomes a party to such action or proceeding, all expenses of the Mortgagee incurred in any action or proceeding to prosecute or defend the rights and lien created by this Mortgage, including reasonable counsel fees, shall be paid by the Mortgagors, and if not so paid promptly on request, shall be added to the debt secured and become a lien on the mortgaged premises, and shall be deemed to be fully secured by this Mortgage and to be prior and paramount to any right, title, or interest, or claim to or on the premises accruing or attaching subsequent to the lien of this Mortgage, and shall bear interest at the rate provided for the obligation secured. This covenant shall not govern or affect any action or proceeding to foreclose this Mortgage or to recover or to collect the debt secured by it, while action or proceeding shall be governed by the provisions of law and rules of court respecting the recovery of costs, disbursements, and allowances in foreclosure actions.

15. Condemnation. If all or any part of the mortgaged premises shall be condemned and taken under the power of eminent domain, the amount awarded for any taking of said portion or all of the mortgaged premises shall be paid to the Mortgagee, to the amount then unpaid on the indebtedness secured by this Mortgage, without regard to whether or not the balance remaining unpaid on the indebtedness may then be due and payable; and the amount so paid shall be credited against the indebtedness and, if insufficient to pay the entire amount, may, at the option of the holder, be applied to the last maturing installments, and the

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balance of damages and awards, if any, shall be paid to the Mortgagors. The holder of this Mortgage is given full power, right, and authority to receive and receipt for any and all damages and awards.

16. Bankruptcy; Assignment for Benefit of Creditors. If the Mortgagors or one Mortgagor: (1) files a voluntary petition in bankruptcy under the Bankruptcy Code of the United States; or (2) is adjudicated a bankrupt under that act; or (3) is the subject of a petition filed in federal or state court for the appointment of a trustee or receiver in bankruptcy; or insolvency; or (3) makes a general assignment for the benefit of creditors, then and on the occurrence of any occurrence fo any of the conditions, at the option of the Mortgagee, the entire balance of the principal amount secured, together with all accrued interest, shall immediately become due and payable.

17. Compliance with all laws. Mortgagors shall comply with all statues, ordinances, and governmental requirements affecting the mortgaged premises, and if Mortgagors neglect, or refuse to so comply and such failure or refusal continues for a period of 30 days after notice thereof by Mortgagee to Mortgagors, the entire balance of the principal amount secured by the Mortgage, together with all accrued interest, will immediately become due and payable.

IN WITNESS WHEREOF, the Mortgagors have executed this Mortgage this ___ day of July, 2000.

MORTGAGORS:

Rev. Patrick Keen
REVEREND PATRICK KEEN

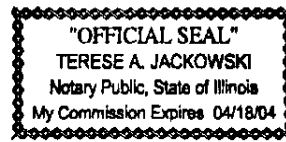
Catherine M. Keen
CATHERINE M. KEEN

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Terese A. Jackowski, a Notary Public in and for the State and county aforesaid, certify that Reverend Patrick Keen and Catherine M. Keen, his wife, personally known to me to be the individuals who, as Mortgagors, executed the foregoing Mortgage, appeared before me in person this 25th day of July, 2000 and acknowledged that they executed and delivered said Mortgage as their free and voluntary act, for the uses and purposes set forth therein.

Terese A. Jackowski
NOTARY PUBLIC

This instrument was prepared by:
Robert W. Earhart, Jr.
7330 College Drive #201
Palos Heights, IL 60463



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Mail to:

Evangelical Lutheran Church in America
Mission Investment Fund
8765 West Higgins Road
Chicago, Illinois 60631-4186

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