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2000-09-28 15:24:25  
Cook County Recorder 37.00



SECOND MORTGAGE

THIS INDENTURE, made SEPTEMBER 12, 2000     , between Owen B. Smith and Nichole Smith (hereinafter collectively "MORTGAGORS") and THE IMMANUEL CHURCH OF THE NEW JERUSALEM, an Illinois religious corporation, with offices at 74 PARK DRIVE, GLENVIEW, ILLINOIS 60025 (hereinafter, "MORTGAGEE") WITNESSETH:

WHEREAS, the MORTGAGOR is justly indebted to the MORTGAGEE, as evidence by a Promissory Note of even date herewith, in the principal amount of Seventy-Five Thousand (\$75,000.00) Dollars, payable to the order of the MORTGAGEE, in and by which Note the MORTGAGOR promises to pay the said principal sum together with interest on the balance thereof from time-to-time remaining at the rate of SEVEN (7%) percent per annum, with the entire balance thereof due and payable upon the first of the following event to occur:

1. Upon acceleration of maturity pursuant to events of default or other causes for acceleration described herein or in said Note;
2. At the sole option of the holder of the Note, one (1) year following the maturity date, whether by acceleration or otherwise, of the Note and Mortgage evidencing a commercial First Mortgage Loan made to finance the Purchased Unit; or
3. Seven (7) years from the date of the Notes.

BOX  
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The aforesaid Note and this Mortgage shall be satisfiable by the cash payment of the lessor:

- (a) 43.5 % of the Fair Market Value ("FMV"), the determination of which is hereafter described, of the purchased unit at the time of payment of the Note;

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or

- (b) The balance of unpaid principal, interest and costs under the Note and this Mortgage.

The determination of FMV of the Purchased Unit shall be by current MAI appraisal prepared by an appraiser mutually acceptable to the maker and to the holder of this Note, with the costs of said appraisal to be equally shared. In the event that an appraiser cannot be mutually agreed upon, then each of said parties may, at its option and sole cost, obtain an MAI appraisal and the average of said appraisals shall constitute the FMV of the Purchased Unit.

NOW, THEREFORE, the MORTGAGOR, in consideration of its receipt from the MORTGAGEE of purchase money financing in the above described principal amount, and to secure the payment of said sum together with all indebtedness which may become due under the aforesaid Note in accordance with the terms, provisions and limitations of said Note and this Mortgage, and the performance of the covenants and agreements herein set forth, do hereby CONVEY AND WARRANTY unto the MORTGAGEE, its successors and assigns, the following described real estate and all their estate, right, title and interest therein, situated in the VILLAGE OF GLENVIEW, COUNTY OF COOK AND STATE OF ILLINOIS, to-wit:

(See Legal Description Attached)

ADDRESS: 73 A Park Drive, Glenview, Illinois 60025

PIN: 04-34-104-118

together with all improvements, tenements, easements, fixtures and appurtenances thereunto belong, all of which property is hereinafter referred to as the "PREMISES";

TO HAVE AND TO HOLD the PREMISES unto the MORTGAGEE, its successors and assigns, forever, for the purposes and upon the uses herein set forth, free from all rights and benefits

under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the MORTGAGOR does hereby expressly release and waive.

**Additional Covenants, Conditions and Provisions:**

1. **MORTGAGOR shall:**
  - (1) Promptly repair, restore or rebuild any building or improvement now or hereafter on the PREMISES which may become damaged or be destroyed;
  - (2) Keep said PREMISES in good condition and repair, without waste, and free from mechanic's or other liens or claims for liens not expressly consented to by MORTGAGEE in writing;
  - (3) Pay when due any indebtedness which may be secured by a line or charge on the PREMISES superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such lien or charge;
  - (4) Comply with all requirements of applicable law of municipal ordinances with respect to the PREMISES and the use thereof;
  - (5) Make no material alterations in the PREMISES except as required by law or ordinance, or as consented to by MORTGAGEE.
  
2. **MORTGAGOR shall pay before penalty attaches all duly levied condominium association assessments, and otherwise assure the timely payment of all general taxes and special assessments against the PREMISES, and shall timely pay all utility service charges which may be individually billed to MORTGAGOR.**
  
3. **The MORTGAGOR shall keep all buildings and improvements now and hereafter situated upon the PREMISES insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of monies sufficient either to pay the cost**

of replacing and repairing the PREMISES or to pay in full the indebtedness secured hereby, all in companies satisfactory to the MORTGAGEE, under insurance policies payable, in case of loss or damage, to MORTGAGEE, such rights to be evidenced by a "Standard Mortgage Clause" to be attached to each such policy, and shall deliver a duplicate copy of all policies to the MORTGAGEE, including all renewal policies.

4. In case of MORTGAGOR's default in payment or performance of any of its obligations referred to herein, the MORTGAGEE may, but need not, make any payment or perform any act required of the MORTGAGOR in any form and manner deemed expedient, and may but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien on title or claim thereof, or redeem from any tax sale or forfeiture affecting said PREMISES or contest any tax or assessment. All monies paid by MORTGAGEE for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorney fees, and any other money advanced from time-to-time by MORTGAGEE to protect the mortgaged PREMISES and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable upon written notice thereof to the MORTGAGOR, and interest shall accrue thereon at the Note rate until payment is made. Inaction on the part of the MORTGAGEE shall never be considered as a waiver of any right accruing to the MORTGAGEE on account of any default hereunder on the part of the MORTGAGOR.

5. The MORTGAGEE making any payment hereby authorized relating to taxes or assessments may do so according to the terms or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax line or title or claim thereof.

6. The covenants, conditions and agreements set forth in Paragraph 1 through 4 above, and each of them, are deemed material terms of this Mortgage.

7. The events of default which will or may give rise to the acceleration of the maturity of the indebtedness under the Note and this Mortgage are as follows:

The indebtedness shall immediately become due and payable, without notice or demand, upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the undersigned or for any property owned by the undersigned, or upon the filing of a Petition by or against the undersigned under the provisions of any State insolvency law or under the provisions of the Bankruptcy Reform Act of 1978, as amended, or upon the making by the undersigned of an assignment for the benefit of its creditors.

Additionally, the MORTGAGEE is authorized, at its sole option, to declare all or any of the indebtedness immediately become due and payable, without notice or demand, upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the undersigned or for any property owned by the undersigned, or upon the filing of a Petition by or against the undersigned under the provisions of any State insolvency law or under the provisions of the Bankruptcy Reform Act of 1978, as amended, or upon the making by the undersigned of an assignment for the benefit of its creditors. Additionally, the MORTGAGEE is authorized, at its sole option, to declare all or any of the indebtedness immediately due and payable upon the happening of any of the following events:

- (1) Failure of the undersigned to pay any part of the indebtedness when due;
- (2) Non-performance by the undersigned of any agreement, covenant or condition set forth in this Mortgage or in the Note it secures;
- (3) A breach by the undersigned of any covenants or conditions in the Purchaser Agreement which expressly survived the "closing" of the sale transaction;

- (4) The institution of any suit affecting the interests of the MORTGAGEE, in and to the Purchased Unit;
- (5) On transfer or lease of all or any part of the Purchased Unit, or any interest therein, excepting only transfers by devise or descent or by operation of law as a result of the death of a joint tenant, and transfers and leases previously approved in writing by the MORTGAGEE, the MORTGAGEE's failure to exercise its rights under this paragraph whether singularly or repeatedly, shall not constitute a waiver thereof.

8. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, MORTGAGEE shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the judgment of foreclosure and sale all expenditures and expenses which may be paid or incurred by or on behalf of the MORTGAGEE for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to the items to be expended after entry of the judgment of foreclosure) of procuring all such abstracts of title, title searches, and examinations, title insurance commitments and policies, Torrens certificates, and similar data and assurances with respect to title as MORTGAGEE may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such judgment the true condition of the title to and value of the PREMISES. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the Note rate until entry of a judgment, when paid or incurred by MORTGAGEE in connection with:

- (a) any proceeding, including Probate and bankruptcy proceedings, to which the MORTGAGEE shall be a party, either as Plaintiff, Claimant or Defendant, by reason of this Mortgage or any indebtedness hereby secured; or
- (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually

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commenced; or

- (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the PREMISES or the security hereof.

9. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in any action at law upon the Note secured hereby.

10. The MORTGAGEE shall have the right to inspect the PREMISES at all reasonable times and access thereto shall be permitted for that purpose.

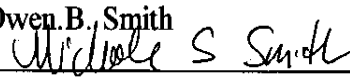
11. The MORTGAGOR may at any time, without penalty, prepay the entire indebtedness hereby secured, or any part thereof; however, all payments shall be applied first to interest accrued to the date of each such payment and the balance, if any, shall be applied to the principal balance.

12. This Mortgage and all provision hereof shall extend to and be binding upon MORTGAGOR and all persons claiming under or through MORTGAGOR, and the word "MORTGAGOR" when used herein shall include all persons signatory hereto. The word "MORTGAGEE" herein shall include the successors and assigns of the MORTGAGEE and the holder or holders, from time-to-time, of the Note secured hereby.

13. Notwithstanding the foregoing, the rights of MORTGAGEE under this Second Mortgage shall be junior and subordinate to the lien interests of Purchaser's first mortgage lender.

IN WITNESS WHEREOF, the MORTGAGOR has signed this Mortgage on the date first written above.

  
\_\_\_\_\_  
Owen B. Smith

  
\_\_\_\_\_  
Nichole Smith

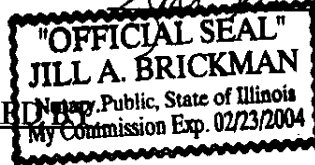
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STATE OF ILLINOIS        )  
  )SS  
COUNTY OF COOK )

I, the undersigned, Notary Public, hereby certify that Owen B. Smith and Nichole Smith, personally known to me to be the same persons whose names are signed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed the instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 19<sup>th</sup> day of Sept, 2000.



THIS DOCUMENT WAS PREPARED BY

LAW OFFICES OF FRED R. SHERMAN  
800 WAUKEGAN ROAD SUITE 204  
GLENVIEW, IL 60025

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CHICAGO TITLE INSURANCE COMPANY

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ORDER NUMBER: 1460 001908690 CE  
STREET ADDRESS: 73A PARK DRIVE  
CITY: GLENVIEW COUNTY: COOK  
TAX NUMBER: 04-34-104-118-0000

**LEGAL DESCRIPTION:**

**PARCEL 1:**

LOT 2 IN IMMANUEL CHURCH PARK 73 SUBDIVISION, RECORDED JULY 28, 2000 AS DOCUMENT 00573779, BEING A RESUBDIVISION OF LOTS 65 THROUGH 75 INCLUSIVE, (EXCEPT THE WEST 30 FEET THEREOF) IN THE SUBDIVISION RECORDED JUNE 19, 1894 AS DOCUMENT 2061550, IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER PARTS OF LOTS 65 THROUGH 71 INCLUSIVE IN THE SUBDIVISION OF ALL THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34 TOWNSHIP 42 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED JUNE 19, 1894 AS DOCUMENT 2061550, IN COOK COUNTY, ILLINOIS.