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Cook County Recorder 31.50



**COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
ROLLING MEADOWS**

Recorders' Stamp

MORTGAGE

This Mortgage ("Security Instrument") is given on January 11, 2000. The mortgagor is New Light Chinese Christian Church, ("Mortgagor"). This Security Instrument is given to Mission Investment Fund of the Evangelical Lutheran Church in America which is organized and existing under the laws of Minnesota, and whose office is located at 8765 West Higgins Road, Chicago, Illinois 60631 ("Fund").

Mortgagor owes Fund the principal sum of Two-Hundred-and-Forty-Thousand Dollars (\$240,000.00). This debt is evidenced by Mortgagor's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 31, 2004. This Security Instrument secures to Fund: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 1 to protect the security of this Security Instrument; and (c) the performance of Mortgagor's covenants and agreements under this Security Instrument and the Note. For this purpose, Mortgagor does hereby mortgage, pledge, assigns, transfers and delivers and grants to Fund, its successors and assigns, the following described properties located in COOK COUNTY, ILLINOIS, to wit:

LOTS 21 AND 22 OF CAPRI VILLAGE, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 1 AND PART OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; PIN # 02, 02-412-004-0000 ; # 02-02-412-005-0000 .

COMMON ADDRESS: 1700 RAND ROAD, PALATINE, ILLINOIS 60067

TOGETHER WITH all the improvements now or hereafter erected on both of the properties, and all easements, appurtenances, and fixtures now or hereafter a part of each of the properties, and all rents issues, and profits thereof for so long and during all such times as Mortgagors may be entitled thereto. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

MORTGAGORS COVENANTS that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Handwritten initials

THIS SECURITY INSTRUMENT combines uniform covenants for national use and nonuniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Mortgagor and Fund covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Mortgagor shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Fund under paragraph 1 shall be applied: first, to interest due under the Note; second, to principal due; and last, to any late charges due under the Note.
3. **Charges; Liens.** Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and all other charges, fines and impositions attributable to or against the Property when due. Mortgagor shall pay them on time directly to the person owed payment. If Mortgagor makes these payments directly, Mortgagor shall promptly furnish to Fund receipts evidencing the payments and shall, upon written request, furnish to Fund or holder of the note duplicate receipts thereof. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors desire to contest. If the Property is entitled to a partial or full exemption from real property taxes, the Mortgagor shall maintain that exemption in effect.
4. Mortgagor shall promptly discharge any lien which has priority over this Security Instrument unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Fund; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Fund's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Fund subordinating the lien to this Security Instrument. If Fund determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Fund may give Mortgagor a notice identifying the lien. Mortgagor shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.
5. **Hazard or Property Insurance.** Mortgagor shall keep all buildings and improvements now existing or hereafter erected on the Property insured against loss or damage by fire, lightning, windstorm (and flood damage, vandalism, and malicious mischief where Fund is required by law to have its loan so insured) under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the notes, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the notes and in the case insurance is about to expire, shall deliver renewal policies not less than ten (10) days prior to the respective dates of expiration. In the event of loss, Mortgagor shall promptly give notice to insurance carrier and Fund. Fund may make proof of loss if not made promptly by Mortgagor.

Unless Fund and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Fund's security is not lessened. If the restoration or repair is not economically feasible or Fund's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Fund that the insurance carrier has offered to settle a claim, then Fund may collect the insurance proceeds. Fund may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given. Unless Fund and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of

the payments. If under paragraph 17 the Property is acquired by Fund, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Fund to the extent of the sums secured by this Security Instrument immediately prior to the acquisition. The Borrower shall name the Fund as loss payee on the policy.

6. Preservation, Maintenance and Protection of the Property; Mortgagor's Loan Application; Leaseholds. No building on the Property shall be altered, removed, or demolished without the written consent of the Fund. Mortgagor shall not damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Mortgagor shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Fund's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Fund security interest. Mortgagor may cure such a default and reinstate, by causing the action or proceeding to be dismissed with a ruling that, in Fund's good faith determination, precludes forfeiture of the Mortgagor's interest in the Property or other material impairment of the lien created by this Security Instrument or Fund's security interest. Mortgagor shall also be in default if Mortgagor, during the loan application process, gave materially false or inaccurate information or statements to Fund (or failed to provide Fund with any material information) in connection with the loan evidenced by the Note.

7. Protection of Fund's Rights in the Property. If Mortgagor fails to perform the covenants and agreements contained in this Security Instrument or there is a legal proceeding that may significantly affect Fund's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Fund may do and pay for whatever is necessary to protect the value of the Property and Fund's rights in the Property. Fund's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Fund may take action under this paragraph, Fund does not have to do so. Any amounts disbursed by Fund under this paragraph shall become additional debt of Mortgagor secured by this Security Instrument. Unless Mortgagor and Fund agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Fund to Mortgagor requesting payment.

8. Inspection. Fund or its agent may make reasonable entries upon and inspections of the Property. Fund shall give Mortgagor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Fund. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Mortgagor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Mortgagor and Fund otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Mortgagor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Mortgagor and Fund otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. If the Property is abandoned by Mortgagor, or if, after notice by Fund to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Fund within 30 days after the date the notice is given, Fund is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Fund and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. **Mortgagor Not Released; Forbearance By Fund Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Fund to any successor in interest of Mortgagor shall not operate to release the liability of the original Mortgagor or Mortgagor's successors in interest. Fund shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Mortgagor or Mortgagor's successors in interest. Any forbearance by Fund in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
11. **Successors and Assigns Bound; Joint and Several Liability; Cosigners.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Fund and Mortgagor, subject to the provisions of paragraph 15. Mortgagor's covenants and agreements shall be joint and several. Any Mortgagor who consigns this Security Instrument but does not execute the Note: (a) is consigning this Security Instrument only to mortgage, grant and convey that Mortgagor's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Fund and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Mortgagor's consent.
12. **Notices.** Any notice to Mortgagor provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Mortgagor designates in writing by notice to Fund. Any notice to Fund shall be given by first class mail to Fund's address stated herein or any other address Fund designates by notice to Mortgagor. Any notice provided for in this Security Instrument shall be deemed to have been given to Mortgagor or Fund when given as provided in this paragraph.
13. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
14. **Mortgagor's Copy.** Mortgagor shall be given one conformed copy of the Note and of this Security Instrument.
15. **Transfer of the Property or a Beneficial Interest in Mortgagor.** If all or any part of the Property or any interest in it is sold or transferred without Fund's prior written consent, Fund may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Fund if exercise is prohibited by federal law as of the date of this Security Instrument. If Fund exercises this option, Fund shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 15 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Security Instrument. If Mortgagor fails to pay these sums prior to the expiration of this period, Fund may invoke any remedies permitted by this Security Instrument without further notice or demand on Mortgagor.
16. **Hazardous Substances.** Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Mortgagor shall promptly give Fund written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or

regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

Nonuniform COVENANTS. Mortgagor and Fund further covenant and agree as follows:

17. **Acceleration; Remedies.** Fund shall give notice to Mortgagor prior to acceleration following Mortgagor's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is given to Mortgagor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Mortgagor to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Fund at its option may require immediate payment in full or all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Fund shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

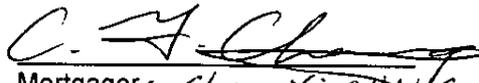
18. **Release.** Upon payment of all sums secured by this Security Instrument, Fund shall release this Security Instrument without charge to Mortgagor. Mortgagor shall pay any recordation costs.

19. **Clerical Errors. Additional Documents or Releases.** Mortgagor agree that each of them will, whenever and as often as it shall be requested, execute, and acknowledge and deliver any further instructions or additional documents necessary or assist in the correction of clerical errors and misprints, and do any further act necessary or expedient to carry out the purpose and intent of this Agreement.

20. The execution of the Mortgage has been duly authorized by the Board of Trustees, Board of Directors, or other authorized governing body of the Mortgagor.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument executed by Mortgagor and recorded.

New Light Chinese Christian Church
By its: President


Mortgagor: Chung-Yi CHANG

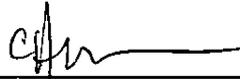
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Chung-Yi Chang personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day

in person, and acknowledged that he/she signed, sealed, and delivered the said instrument as the President and authorized agent of New Light Chinese Christian Church, and of his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal, this 11th day of January, 2000.

Commission expires
8/21/03




Notary Public

This instrument was prepared by : Catherine Hwa, Esquire, 5000 North Broadway, 2nd Floor, Chicago, Illinois 60640, Attorney for Mortgagor.

MAIL TO: MISSION INVESTMENT FUND OF
THE EVANGELICAL LUTHERAN CHURCH IN AMERICA
8765 W. HIGGINS ROAD
8TH FLOOR "OFFICE OF TREASURER"
CHICAGO, IL . 60631

Property of Cook County Clerk's Office

