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4116/0161 21 001 Page 1 of 4

2002-05-30 15:33:23

Cook County Recorder 27.50



0020611035

Permanent Index Number:  
31-01-200-005

Prepared by:  
**Midwest Baptist Conference**  
924 Busse Highway, Park Ridge, IL 60068

RECORDER'S STAMP

**MORTGAGE**

**THIS MORTGAGE** is made this 25th day of April, 2002, between the Mortgagor **Homewood Church of Homewood, IL**, (hereinafter referred to as "Borrower"), and the Mortgagee, **MIDWEST BAPTIST CONFERENCE**, whose address is 924 Busse Highway, Park Ridge, Illinois (hereinafter referred to as "Lender")

**WHEREAS** Borrower is indebted to Lender in the principal sum of **Four Hundred Twenty Three Thousand Eighty Nine and 59/100 dollars (\$423,089.59)**, which indebtedness is evidenced by Borrower's notes of even date or later herewith (hereinafter referred to as "Notes"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on **May 1, 2017**.

**TO SECURE TO LENDER;** (a) the repayment of the indebtedness evidenced by the Notes, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to Paragraph (16) hereof (hereinafter referred to as "Future Advances"). Borrower does hereby mortgage, grant, and convey to lender the following described property located in the County of Cook, State of Illinois.

A PARCEL OF LAND BEING PART OF THE WEST 1/2 OF LOT 2 IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN SAID PARCEL OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT A ON THE EAST LINE OF SAID WEST 1/2 OF LOT 2, SAID POINT BEING 50 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 1 AND RUNNING THENCE SOUTH ALONG SAID EAST LINE, A DISTANCE OF 336.75 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF THE 100 FOOT RIGHT-OF-WAY OF STATE ROUTE 49, THENCE SOUTHWESTERLY ALONG THE NORTHEASTERLY LINE OF STATE ROUTE 49 BEING A CURVED LINE, CONVEXED NORTHWESTERLY AND HAVING A RADIUS OF 2543.48 FEET, A DISTANCE OF 743.90 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF THE 100 FOOT RIGHT-OF-WAY OF GOVERNORS HIGHWAY; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE OF GOVERNORS HIGHWAY, BEING A CURVED LINE CONVEXED SOUTHEASTERLY AND HAVING A RADIUS OF 4451.46 FEET A DISTANCE OF 819.07 FEET; THENCE NORTHEASTERLY ON A CURVED LINE CONVEXED NORTHWESTERLY HAVING A COMMON TANGENT WITH LAST DESCRIBED COURSE AND HAVING A RADIUS OF 50.44 FEET, DISTANCE OF 71.88 FEET TO A POINT OF TANGENCY WITH A LINE DRAWN PARALLEL WITH AND 50 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 1, THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 301.60 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

**TOGETHER** with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, and all right, title, and interest of Borrower in and to the land lying in the streets and roads in front of and adjoining the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate in the event this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS: Borrower and Lender covenant and agree as follows:

- 1) **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note and application, and the principal of and interest on any Future Advances secured by this Mortgage.
- 2) **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and Paragraph (1) hereof shall be applied by Lender first to interest payable on the Note, and on Future Advances, if any, and then any fees advanced by Lender and then to the principal of the Note and to the principal of Future Advances, if any.
- 3) **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and ground rents, if any, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good-faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part hereof.
- 4) **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. Thirty (30) days notice of any cancellation of policy must be submitted to Midwest Baptist Conference. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within thirty (30) days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage. Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Paragraph (1) hereof or change the amount of such installments. If under Paragraph (15) hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.
- 5) **Preservation and Maintenance of Property.** Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property.
- 6) **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this Paragraph (6), with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this Paragraph (6) shall require Lender to incur any expense or do any act hereunder.
- 7) **Inspection.** Lender may make or cause to be made reasonable entries upon any inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

- 8) **Condemnation.** The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums and secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of the taking, with the balance of the proceeds paid to Borrower. If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage. Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Paragraph (1) hereof or change the amount of such installments.
- 9) **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successor in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.
- 10) **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 11) **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph (14) hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
- 12) **Notice.** Any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under Paragraph (15) hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower when given in the manner designated herein.
- 13) **Borrower's Copy.** Borrower shall be furnished a conformed copy of this Mortgage at the time of execution or after recordation hereof.
- 14) **Acceleration.** Upon the occurrence of any of the following, all of the sums secured by this Mortgage shall be immediately due and payable at the option of Lender, without notice or demand, which Borrower hereby expressly waives:
- (a) Default in payment of any sums due pursuant to Paragraphs 1, 3 and 4 hereof, which default is not cured prior to the due date of the next monthly installment; or
  - (b) Default in payment of any other sums secured by this Mortgage; or
  - (c) Default in the performance of any other covenant or agreement of Borrower in this mortgage; or
  - (d) The sale or transfer of the Property, or any part thereof or interest therein, by Borrower without Lender's written consent; or
  - (e) The Borrower ceases to be a member church in fellowship with the Midwest Baptist Conference.
- 15) **Remedies.** Upon acceleration as provided in Paragraph (14) hereof, the Lender, insofar as applicable, may:
- (a) Sell the property to the extent permitted and pursuant to the procedures provided by law, and all estate, right, title and interest, claim and demand therein, and right of redemption thereof, at one or more sales as an entity or in parcels, and at such time and place upon such terms and after such notice thereof as may be required or permitted by law; or
  - (b) Institute proceedings for the complete or partial foreclosure of this mortgage; or
  - (c) Take such steps to protect and enforce its rights whether by action, suit, or proceeding in equity or at law for the specific performance of any covenant, condition, or agreement in the note or in this Mortgage, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Lender shall elect.
- 16) **Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including the sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note, plus \$0.00.

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- 17) Uniform Mortgage; Governing Law; Severability. This form of Mortgage combines uniform covenants for national use and non uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect with the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.
- 18) Release. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

IN WITNESS WHEREOF, Borrower has caused this Mortgage to be executed in its corporate name by:

*[Signature]* and *[Signature]* and *Lynn M. Schallmo*  
 (Signature) (Signature) (Signature)

on APRIL 26, 2002  
(date and year)

By: DAVID L. MITCHELL  
 (Print)  
 Title: DEACON BOARD CHAIRMAN

By: Lynn M. Schallmo  
 (Print)  
 Title: Treasurer

By: Keith D. Venter  
 (Print)  
 Title: Trustee Chairman

STATE OF ILLINOIS  
COUNTY OF COOK

The foregoing was acknowledged before me on this 26<sup>th</sup> day of April, 2002.

*Jana Sweeney*  
 Notary Public

