



0312135062

Eugene "Gene" Moore Fee: \$34.00

Cook County Recorder of Deeds

Date: 05/01/2003 09:48 AM Pg: 1 of 6

LHYNES #80-94-041-D1

**REAL ESTATE MORTGAGE**

THIS INDENTURE WITNESSETH, That EVANGEL ASSEMBLY OF GOD, a Illinois not-for-profit Corporation (hereinafter referred to as "Mortgagor") of Cook County, State of Illinois ("Mortgagor"), MORTGAGE(S) AND WARRANT(S) to ASSEMBLIES OF GOD FINANCIAL SERVICES GROUP, a Missouri not-for-profit Corporation (the "Mortgagee") of Greene County, State of Missouri, the following described real estate in Cook County, Illinois:

SEE ATTACHED SCHEDULE "A"

and commonly known as: 5100, 5110, 5101-17, 5026, 5056-58, 5050-5058, 5059, 5119, 5153-5159 W. Diversey, and 2747-2453 N. Laramie, Chicago, Il (hereinafter referred to as the "Real Estate") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, or attached to, or used in connection with, the Mortgaged Premises, and owned by Mortgagor including, but not in limitation of the preceding, all gas, water and electric fixtures, radiators, heaters, fixtures, water heaters, air conditioning apparatus and units, refrigerating equipment, refrigerators, cooking apparatus, window screens, awnings, storm sash, doors and carpeting (which are or shall be attached to such building, structures or improvements), partitions, machinery, cranes, equipment, personal property of every kind and nature whatsoever now or hereafter owned by Mortgagor and located in, on or about, or used in connection with the Real Estate, whether physically attached to the Real Estate or not (hereinafter collectively referred to as the "Mortgaged Premises") and all the rents, issues, income and profits thereof and it is agreed that all similar fixtures, appliances, apparatus, equipment or articles hereafter placed on such Mortgaged Premises by Mortgagor, and owned by Mortgagor, its successors or assigns, including all replacements or substitutions therefor, shall be considered as constituting part of such Mortgaged Premises, all to the use and benefit of Mortgagor, its successors and assigns.

6/29

This Real Estate Mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") 4-17-2003, in the principal amount of One Million Eight Hundred Sixteen Four Hundred Dollars (\$1,816,400.00) with interest as therein provided and with a final maturity date of 4-17-2023.

Said principal and interest are payable as follows: Two Hundred Forty monthly installments of \$14,912.00 first payable thirty days from the day of funding of 5-17-2003, and the same day of each succeeding month thereafter until the note is fully paid.

The Mortgagor jointly and severally covenant and agree with the Mortgagee that:

1. **Payment of Indebtedness.** The Mortgagor shall pay to Mortgagee when due all indebtedness secured by this Real Estate Mortgage, on the dates and in the amounts as provided in the Note or in this Real Estate Mortgage, without relief from valuation and appraisal laws, and with attorneys' fees, which indebtedness shall include all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Mortgagor to Mortgagors, or any of their successors or assigns, together with interest thereon at such a rate as shall be agreed upon.

**BOX 333-CT**

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2. **No Liens.** The Mortgagor shall not permit any lien of mechanics or material men to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.
3. **Repair of Mortgaged Premises, Insurance.** The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance with insurance companies acceptable to the Mortgagee against loss, damage to or destruction of the Mortgaged Premises because of fire, windstorm, or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies payable to the Mortgagee shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.
4. **Taxes and Assessments.** The Mortgagors shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof as and when due, and before penalties accrue.
5. **Advancements to Protect Security.** The Mortgagee may, at its option, advance and pay all sums necessary to protect and preserve the security intended to be given by this Real Estate Mortgage. All sums so advanced and paid by the Mortgagee shall be payable upon demand or shall become a part of the indebtedness secured hereby, at the election of the holder, and shall bear interest from the date or dates of payment at the rates stated in Promissory Note of even date. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this Real Estate Mortgage as a lien on the Mortgaged Premises, or any part thereof and all costs, expenses, and attorneys' fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this Real Estate Mortgage or to the Mortgaged Premises.
6. **Default by Mortgagors, Remedies of Mortgagee.** Upon default by the Mortgagor in any payment provided for herein or in the Note, trustee or receiver is appointed in any bankruptcy action, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this Real Estate Mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of the title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.
7. **Non-Waiver, Remedies Cumulative.** Time is of the essence in the performance of obligations hereunder. No delay by the Mortgagee in the exercise of any rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any rights hereunder shall preclude the exercise hereof in the event of subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of the rights or remedies hereunder successively or concurrently.
8. **Extensions, Reductions, Renewals, Continued Liability of Mortgagor and Guarantor(s).** The Mortgagee, at its option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefore without consent of any junior lien holder, and without consent of the Mortgagor if the Mortgagors have then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this Real Estate Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor and Guarantor(s), if any, to the Mortgagee.
9. **General Agreement of Parties.** All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this Real Estate Mortgage.

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When applicable, use of the singular form of any word also shall mean or apply to the plural and the masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this Real Estate Mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

Mailing Address of Mortgagee:

AGFSG - Loan Services  
PO Box 1867  
Springfield, Missouri 65801-1867

IN WITNESS WHEREOF, the Mortgagor have executed this Real Estate Mortgage, this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

EVANGEL ASSEMBLY OF GOD

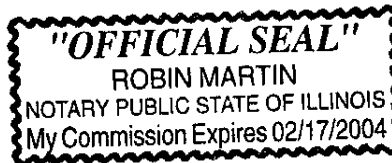
By: Rev. Ray Berryhill By: Deacon Jan Hilb  
Title: SENIOR PASTOR Title: SECRETARY

STATE OF \_\_\_\_\_ )  
) SS  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared Rev. Ray Berryhill and Deacon Anthony Hilb, pastor and authorized representative of the Official Board of Evangel Assembly of God, an incorporated corporation who, having been duly sworn, acknowledged the execution of the foregoing document on behalf of Evangel Assembly of God. Notarial Seal this 8<sup>th</sup> day of April, 2003

Signature Robin Martin  
State of Illinois Notary Public

My Commission expires: 02/17/2004 Residing in COOK County, Illinois.



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**This Instrument Prepared By:**

Bob Parsons  
AGFSG Closing Manager

**Return to:**

Bob Parsons  
AGFSG Loan Services  
PO Box 1867  
Springfield MO 65801-1867 (mailing)  
1661 Boonville Avenue Suite F  
Springfield, MO 65803 (Overnight)

Property of Cook County Clerk's Office

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STREET ADDRESS: 5100 W. DIVERSEY

CITY:

COUNTY: COOK

TAX NUMBER: 13-28-400-001-0000

**LEGAL DESCRIPTION:****PARCEL 1:**

LOTS 46, 47 AND 48 IN HULBERT FULLERTON AVENUE HIGHLANDS SUBDIVISION NO. 9 IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

LOTS 21 AND 22 IN BLOCK 12 IN FALCONER'S SECOND ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

LOTS 25 TO 31, BOTH INCLUSIVE, IN HULBERT FULLERTON AVENUE HIGHLANDS SUBDIVISION NO. 9, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

LOTS 31, 32 AND 33 IN BLOCK 12 IN FALCONER'S SECOND ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 5:**

LOT 36 (EXCEPT THE WEST 21.00 FEET) AND LOTS 37 TO 43 IN BLOCK 13 IN FALCONER'S SECOND ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 6:**

LOTS 23 AND LOT 24 (EXCEPT THE EAST 11 FEET 9 INCHES THEREOF) IN BLOCK 12 IN FALCONER'S SECOND ADDITION TO CHICAGO IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 7:**

LOTS 23 (EXCEPT THE EAST 5-1/4 INCHES) AND 24 IN THE HULBERT FULLERTON AVENUE HIGHLANDS SUBDIVISION NO. 9, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 8:**

LOT 32 IN THE HULBERT FULLERTON AVENUE HIGHLANDS SUBDIVISION NO. 9, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF

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THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

⑩ PIN #'S

13-28-228-047-0000

13-28-229-021-0000

13-28-229-022-0000

13-28-229-029-0000

13-28-229-030-0000

13-28-229-031-0000

13-28-229-042-0000

13-28-400-001-0000

13-28-400-002-0000

13-28-400-003-0000

13-28-400-016-0000

13-28-400-017-0000

13-28-400-018-0000

13-28-400-019-0000

13-28-401-001-0000

13-28-401-050-0000