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Doc#: 0326139019  
Eugene "Gene" Moore Fee: \$28.00  
Cook County Recorder of Deeds  
Date: 09/18/2003 09:52 AM Pg: 1 of 3

WHEN RECORDED MAIL TO:  
American Baptist Extension Corporation  
P. O. Box 851  
Valley Forge, PA 19482

Space above this line is for recorder's use only

MORTGAGE

This indenture, made the 12th day of May in the year 2003 BETWEEN the  
GARFIELD PARK BAPTIST CHURCH

State of Illinois, the mortgagor, and THE AMERICAN BAPTIST EXTENSION CORPORATION,  
organized under the laws of the State of New York, having an office for the transaction of business at Valley Forge, PA 19482,  
the mortgagee.

Witnesseth, that to secure payment of an indebtedness in the sum of One Hundred Six Thousand and  
Three Hundred Sixty-three Dollars (\$106,363.00) lawful money of the United States, to

be paid with interest thereon according to the promissory note of the mortgagor bearing even date herewith, the mortgagor hereby  
mortgages, grants, bargains, sells, conveys and confirms unto the mortgagee and to its successors and assigns forever.

All that piece or parcel of land, situate, lying and being in the City of Chicago, County of  
Cook, and State of Illinois, more particularly described as follows:

Lots 45, 46, 47, and 48 in Block 7 in W. M. Derby's Subdivision of the Northeast 1/4  
of the Northeast 1/4 of Section 15, Township 39 North, Range 13 East of the Third  
Principal Meridian, in Cook County, Illinois,

having P.I.N.s 16-15-214-043-0000, 16-15-214-042-0000, and 16-15-214-041-0000,  
and commonly known as 4100-08 W. Jackson Boulevard, Chicago, Illinois.

Together with the buildings and improvements thereupon and all and singular the tenements, hereditaments and appurtenances  
thereunto belonging, or in any wise appertaining, and the rents, issues and profits thereof,

Together with all fixtures and articles of personal property now or hereafter attached to, or contained in and used in connection  
with, said premises, including but not limited to all apparatus, machinery, fittings, awnings, shades, screens, storm sashes, organ,  
pews and all other furniture, fixtures, chattels of whatsoever kind or nature and whether movable or immovable, in or upon said  
premises, together with any and all replacements or any additions thereto,

And Also all the estate, right, title and interest whatsoever of the mortgagor in and to said premises,

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DEC  
ACS. 392269

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**And Also** together with all right, title and interest of the mortgagor, in any, of, in, and to any and all strips and gores of land adjacent and appurtenant to, or abutting the above described premises and of any land lying in the bed of any street, road, avenue, or alley abutting or adjoining said premises to the center line thereof,

**To Have and to Hold** the above premises, with the appurtenances, unto the mortgagee, its successors and assigns, to its and their own use and benefit forever.

**Provided Always**, and these presents are upon this express condition, that if the mortgagor, its successors or assigns, shall well and truly pay unto the mortgagee, its successors or assigns, said principal sum and the interest thereon, at the time and in the manner mentioned in said note, according to the true intent and meaning thereof, then these presents, and the estate hereby granted, shall cease, determine and be null and void.

**And** the mortgagor for itself, its successors and assigns, covenants and agrees to and with the mortgagee, its successors and assigns:—

*First:* That the entire amount unpaid on said note shall become due, at the option of the holder of said note, if default be made in the payment of any installment of principal or of interest as provided in and by said note, or after default for ninety days in the payment, in its entirety, of any tax, assessment or other public charge which may be levied or imposed upon said premises or in the event of the actual or threatened demolition of any building erected upon said premises or if default be made in the performance of any other covenant or agreement hereinafter set forth on the part of the mortgagor to be performed, or if the mortgagor ceases to be affiliated with the American Baptist Churches in the USA.

*Second:* That the mortgagor will pay the indebtedness as provided in said note.

*Third:* That no building on the premises shall be removed or demolished without the written consent of the mortgagee.

*Fourth:* That the holder of this mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.

*Fifth:* That the mortgagor within six days upon request in person or within fifteen days upon request by mail will furnish a written statement duly acknowledged of the amount due on this mortgage and whether any offsets or defenses exist against the mortgage debt.

*Sixth:* That any notice and demand or request from the mortgagee may be in writing and may be served in person or by mail.

*Seventh:* That the mortgagor warrants the title to the premises.

*Eighth:* That the whole of said principal sum shall become due at the option of the mortgagee, if the buildings on said premises are not maintained in reasonably good repair, or upon the failure of any owner of said premises to comply with the requirement of any governmental department claiming jurisdiction within three months after an order making such requirement has been issued by any such department.

*Ninth:* That in case of a sale, said premises, or so much thereof as may be affected by this mortgage, may be sold in one parcel.

*Tenth:* That the mortgagor will receive the principal sum and any advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement, if any, of the land or building or buildings erected on the above described premises and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose to the intent and purpose that no mechanic's or materialman's lien shall precede the lien of this mortgage.

*Eleventh:* To keep the building or buildings erected or to be erected upon said premises insured against loss or damage by fire, by an incorporated Company or Companies and by a policy or policies for such amount and in such form as may be required by the mortgagee, which policy or policies shall have an endorsement attached making loss, if any, payable to the mortgagee as its interest may appear and shall be delivered to the mortgagee; and that in default thereof it shall be lawful for the mortgagee to effect such insurance, and any premium or premiums paid by the mortgagee for effecting the same with interest thereon shall be a lien on said mortgaged premises added to the amount due upon said note, and secured by these presents, and payable on demand, with interest at the rate of 9 per cent per annum.

*Twelfth:* To pay, in its entirety, any tax, assessment or other public charge which may be levied or imposed upon said premises, and that in default thereof it shall be lawful for the mortgagee to pay the same, and the amount so paid with interest thereon, shall be a lien on said premises and added to the amount then unpaid upon said note and shall be secured hereby and be payable on demand with interest at the rate of 9 per cent per annum.

*Thirteenth:* That in the event of default in the payment of the amount due on said note or in the performance of any covenant or agreement herein contained on the part of the mortgagor to be performed, it shall be lawful for the holder hereof to enter into and upon said premises and/or to sell and dispose of the same and all benefit and equity of redemption therein of the mortgagor, its

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successors or assigns, and/or to take such other proceedings for the collection and recovery of the amount then due, according to any statute or procedure in such case made and provided.

*Fourteenth:* That the entire amount unpaid on said note shall become due at the option of the holder of said note, in case default shall be made in the payment of any installment of principal of, or interest on, any prior mortgage upon said premises or if any action of foreclosure shall be commenced upon any such prior mortgage.

*Fifteenth:* That if the holder hereof shall be obliged to pay any installment of principal of, or interest upon, any prior mortgage upon said premises, the amount so paid with interest thereon shall be a lien upon said premises and secured hereby and be payable upon demand.

*Sixteenth:* That in the event the mortgagor should at any time relinquish its title to the premises voluntarily or otherwise, then the mortgagee may at its option declare the unpaid balance of principal and interest immediately due and payable.

*Seventeenth:* That if a suit or action of foreclosure is instituted upon said note and/or this mortgage, the mortgagor will pay all costs of collection including a reasonable sum for attorney's fees.

In Witness Whereof the said party of the first part has caused its corporate seal to be hereto affixed and these presents to be signed by the Pastor of Garfield Park Baptist Church ~~XXXXXX~~ the day and year first above written.

GARFIELD PARK BAPTIST CHURCH,  
an Illinois religious corporation,  
By Earl S. Roberts, Pastor  
Earl S. Roberts  
~~XXXXXX~~

Attest:  
Aljean Taylor, Clerk  
Aljean Taylor ~~XXXXXX~~

STATE OF Illinois )  
COUNTY OF Cook ) ss.:

On this 12th day of May, 2003, before me personally appeared

Earl S. Roberts, to me personally known, who, by me duly sworn, deposes and says that he ~~XXX~~ resides at 4100 W. Jackson Boulevard, Chicago, Illinois; that he ~~XXX~~ is the ~~XXXXXX~~ Pastor of the corporation described in and which

executed the foregoing instrument; that the seal thereto affixed is the seal of said corporation, and was so affixed by authority of members the ~~XXXX~~ of the church council of said corporation, and that by like authority he ~~XXX~~ signed his ~~XXX~~ name thereto as Pastor ~~XXXXXX~~, and he ~~XXX~~ acknowledged that he ~~XXX~~ executed the foregoing instrument as the voluntary act and deed of said corporation for the uses and purposes therein stated.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year above written.

Prepared by:  
Richard S. Bell  
Mauck & Baker  
Suite 2001  
One North LaSalle Street  
Chicago, Illinois 60602

Richard S. Bell  
Notary  
"OFFICIAL SEAL"  
RICHARD S. BELL  
Notary Public, State of Illinois  
My Commission Expires 12/12/06

(If the forms of execution and acknowledgment above do not conform to the laws of the state in which the mortgaged premises are situated, substitute the forms required.)