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MORTGAGE DEED



Doc#: 0415440126
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 06/02/2004 12:00 PM Pg: 1 of 4

This Mortgage, dated May 11, 2004, is given by Noah Nicholson and One Way Apostolic Church of God, hereinafter collectively called Borrower, of 4639 West Washington Boulevard, Chicago, Illinois, to West Roosevelt Road Corp., hereinafter called Lender, which term includes any holder of this Mortgage, to secure the payment of the ENTIRE PRINCIPAL SUM of \$150,000.00 as provided in a Note having the same date as this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of the Note and this Mortgage.

In consideration of the loan made by Lender to Borrower and for the purpose expressed above, the Borrower does hereby grant and convey to Lender, with MORTGAGE COVENANTS, the land with the buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, being more particularly described in Exhibit A attached hereto and made a part hereof and having a street address of:

5758 West Fillmore, Chicago, Illinois

Borrower further covenants and agrees that

1. Borrower will tender payment due as specified by the Note secured by this Mortgage and Lender will release of this mortgage upon full payment and satisfaction of the Note in accord with its terms.
2. In the event that Borrower fails to carry out the covenants and agreements set forth herein, the Lender may do and pay for whatever is necessary to protect the value of and the Lender's rights in the mortgaged property and any amounts so paid shall be added to the Principal Sum due the Lender hereunder.
3. As additional security hereunder, Borrower hereby assigns to Lender, Borrower's rents of the mortgaged property, and upon default the same may be collected without the necessity of making entry upon the mortgaged premises.
4. In the event that any condition of this Mortgage or any senior mortgage shall be in default for fifteen (15) days, the entire debt shall become immediately due and payable at the option of the Lender. Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.

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5. In the event that the Borrower transfers ownership (either legal or equitable) or any security interest in the mortgaged property, whether voluntarily or involuntarily, the Lender may at its option declare the entire debt due and payable.
6. This Mortgage is also security for all other direct and contingent liabilities of the Borrower to Lender which are due or become due and whether now existing or hereafter contracted.
7. Borrower shall maintain adequate insurance on the property in amounts and form of coverage acceptable to Lender and the Lender shall be a named insured as its interest may appear.
8. Borrower shall not commit waste or permit others to commit actual, permissive or constructive waste on the property.
9. Borrower further covenants and warrants to Lender that Borrower is indefeasibly seized of said land in fee simple and that Borrower has lawful authority to mortgage said land.

This Mortgage is upon the STATUTORY CONDITION and the other conditions set forth herein, for breach of which Lender shall have the STATUTORY POWER OF SALE to the extent existing under State law.

Executed under seal this 11 day of May, 2004.

BORROWER:

Noah Nicholson

Noah Nicholson, individually and as agent for

One Way Apostolic Church of God

LENDER:

West Roosevelt Rd Corp

West Roosevelt Road Corp.

By: Joseph C. Crumble

Prepared by: Attorney Peter Burdi
431 S. Dearborn #203
Chicago IL 60605

MAIL TO:
West Roosevelt Rd Corp
5660 W. Taylor
Chicago IL 60607

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ACKNOWLEDGMENT:

STATE OF ILLINOIS

COUNTY OF COOK

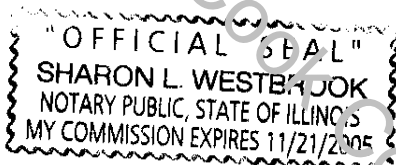
On May 11, 2004 before me, Noah Nicholson personally appeared at Noah Nicholson, President personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

** of One Way Apostolic Church of God*

WITNESS my hand and official seal.

Sharon L. Westbrook

Signature



County Clerk's Office

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STREET ADDRESS: 5758 W. FILLMORE

CITY: CHICAGO

COUNTY: COOK COUNTY

TAX NUMBER: 16-17-413-006-0000

LEGAL DESCRIPTION:

THE SOUTH 3/4 (EXCEPT THE SOUTH 674 FEET AS MEASURED ALONG THE EAST LINE OF SAID SOUTH 3/4) OF THE WEST QUARTER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office