

# UNOFFICIAL COPY

Address:

The Lutheran Church of Christ  
the King of Chicago, Illinois  
3701 S. Lake Park Avenue  
Chicago, Illinois 60653

Tax # \_\_\_\_\_



Doc#: 0427142237

Eugene "Gene" Moore Fee: \$42.00

Cook County Recorder of Deeds

Date: 09/27/2004 12:24 PM Pg: 1 of 10

## **This Indenture Witnesseth, that the Mortgagor,**

THE LUTHERAN CHURCH OF CHRIST THE KING OF CHICAGO, ILLINOIS

MORTGAGES AND WARRANTS TO

Lutheran Church Extension Fund-Missouri Synod, a Missouri non profit corporation  
P.O. Box 229009, St. Louis, Missouri 63122-9009

TO SECURE PAYMENT OF A CERTAIN PROMISSORY NOTE OF EVEN DATE,  
HEREWITH MORE FULLY SET FORTH ON THE ATTACHED EXHIBITS "B" & "C"

THE FOLLOWING DESCRIBED REAL ESTATE, to-wit:

SEE ATTACHED EXHIBIT "A"

situated in the County of Cook in the State of Illinois hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein contained.

**But It Is Expressly Provided and Agreed,** That if default be made in the payment of the said promissory note, or of any part thereof, or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste or non-payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then and in such case, the whole of said principal sum and interest, secured by the said promissory note in this mortgage mentioned, shall thereupon, at the option of the said Mortgagee, its successors, attorneys or assigns, become immediately due and payable; And this Mortgage may be immediately foreclosed to pay the same by said Mortgagee, its successors, attorneys, or assigns; And it shall be lawful for the Mortgagee, its successors, attorneys or assigns to enter into and upon the premises hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof.

**Upon** the filing of any bill to foreclose this Mortgage in any Court having jurisdiction thereof, such Court may appoint any attorney or any proper person receiver, with power to collect the rents, issues and profits arising out of said premises during the pendency of such foreclosure suit, and until the time to redeem the same from any sale that may be made under any decree foreclosing this mortgage shall expire, and such rents, issues and profits, when

Box 400-CTCC

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collected, may be applied toward the payment of the indebtedness and costs herein mentioned and described: Upon filing a bill to foreclose this mortgage in any court of competent jurisdiction, there shall immediately become due any payable, an attorney's or solicitor's fee of any reasonable fee, to be taxed as costs in such suit. And upon the foreclosure and sale of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises, said attorney's or solicitor's fees, and all other costs of such suit, and all moneys advanced for taxes, assessments and other liens, then there shall be paid the principal of said note whether due and payable by the terms thereof or not, and the interests thereon.

The Said Mortgagor covenant and agree that it will keep all buildings that may at any time be upon said premises insured in such companies as the holders of said note shall direct, for their full insurable value, and make the loss, if any, payable to, and deposit the policies of insurance with the party of the second part, or its assigns as a further security for the indebtedness aforesaid.

Dated this 23rd day of September A.D. 2004

THE LUTHERAN CHURCH OF CHRIST THE  
KING OF CHICAGO, ILLINOIS

Allen F. Fumbanks, Jr. SEAL  
Allen F. Fumbanks, Jr., President  
Geraldine L. Brazeal SEAL  
Geraldine L. Brazeal, Secretary

Prepared by & return to:  
Cynthia Y. Revelle  
Lutheran Church Extension Fund-Missouri Synod  
P.O. Box 229009  
St. Louis, Missouri 63122-9009

STATE OF ILLINOIS

COUNTY OF COOK

) ss.  
)

I, PAT BUTLER, a Notary Public, in and for, and residing in said County, in the State aforesaid, DO HEREBY CERTIFY, that Allen F. Fumbanks, Jr. and Geraldine L. Brazeal personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and seal, this 23 day of Sept A.D. 2004

Patricia A. Butler  
Notary Public

My Commission Expires:



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Property of Cook County Clerk's Office

No.

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**MORTGAGE  
STATUTORY FORM**

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TO

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DATE OF \_\_\_\_\_ )  
 \_\_\_\_\_ )ss. No.  
 \_\_\_\_\_ COUNTY)

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s instrument was filed for record in the  
 Recorder's Office of \_\_\_\_\_ County  
 presaid, on the \_\_\_\_\_ day of  
 \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M. and recorded in  
 book \_\_\_\_\_ of \_\_\_\_\_ on  
 page \_\_\_\_\_.

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RECORDER

**UNOFFICIAL COPY**

STREET ADDRESS: 3701 S LAKE PARK AVE

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 17-35-101-103-0000

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

LOTS 1, 2, EAST 40 FEET OF LOT 3, AND LOTS 10 TO 14 IN TRUMBULL AND FARLIN'S SUBDIVISION OF LOTS 81 AND 82 IN ELLIS EAST ADDITION TO CHICAGO IN SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

ALL OF THE VACATED 14 FOOT WIDE ALLEY LYING SOUTHEASTERLY OF AND ADJOINING LOTS 1, 2 AND THE EAST 40 FEET OF LOT 3 AND NORTHWESTERLY OF AND ADJOINING LOT 14 IN TRUMBULL AND FARLIN'S SUBDIVISION OF LOTS 81 AND 82 IN ELLIS EAST ADDITION TO CHICAGO IN SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

LOTS 8, 9 AND 10 IN CAROLINE COOK'S SUBDIVISION OF LOT 80 IN ELLIS EAST ADDITION TO CHICAGO IN SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

THE EAST 1/2 OF THE SOUTH 1/2 OF LOT 80 AND THE EAST 1/2 OF LOT 79 (EXCEPT THAT PART OF SAID LOTS FOR ALLEY) IN ELLIS EAST ADDITION TO CHICAGO IN SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 5:**

THE NORTHERLY 50 FEET OF LOT 101 (EXCEPT THE NORTH 2 FEET THEREOF) IN ELLIS EAST ADDITION TO CHICAGO, IN THE SOUTHEAST 1/4 OF SECTIONS 34 AND 35, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

17 35 101 103  
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102 003

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EXHIBIT "B"

NOTE FORM 25

FIXED RATE INTEREST ACCRUES

PERMANENT SINGLE PAYMENT NOTE

(MAY ALSO BE USED FOR SOFT COST/JUMP START)

(Revised 11/14/2003)

*Prepared by & Mailed to*

LUTHERAN CHURCH EXTENSION FUND-MISSOURI SYNOD

Sunset Corporate Center, 10733 Sunset Office Drive

St. Louis, Missouri 63127-1219

## PROMISSORY NOTE FOR PERMANENT FIXED RATE SINGLE PAYMENT LOAN

\$537,763.32

Date: September 23, 2004

Chicago, Illinois

1. FOR VALUE RECEIVED, the undersigned THE LUTHERAN CHURCH OF CHRIST THE KING OF CHICAGO, ILLINOIS (the "Borrower"), a corporation organized under the laws of the State of Illinois, promises to pay to the order of LUTHERAN CHURCH EXTENSION FUND-MISSOURI SYNOD (the "Lender"), a Missouri nonprofit corporation, the principal sum of Five Hundred Thirty-Seven Thousand Seven Hundred Sixty-Three and 32/100 Dollars (\$537,763.32), together with interest hereon, as follows:

1.1 Interest. From and including the date hereof, interest shall accrue on the principal balance from time to time outstanding at the rate of Five and Three Eighths percent (5.375%) per annum.

1.2 Payment of Principal and Interest. The amount and due date of the payment of principal and interest due and payable hereunder shall be determined as below set forth:

1.2.1 Accrual of Interest. From and including the date hereof, interest shall accrue on the principal balance hereof at the rate of interest stated in 1.1. However, no payment of interest shall be due hereunder until required to be paid in accordance with 1.2.2.

1.2.2 Single Payment. Borrower shall pay to Lender, on the Maturity Date (as defined in 14.1), all amounts then owing and unpaid under this Promissory Note, including (i) the full balance of the principal sum, (ii) all

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accrued and unpaid interest, and (iii) any penalties payable under the terms of this Promissory Note.

2. Disbursement of Principal. Borrower acknowledges that Lender may disburse, prior to the Maturity Date, the principal in the amount stated in 1 in one disbursement or in increments, as Lender determines.

3. Application of Payments. All payments on account of the indebtedness evidenced by this Promissory Note shall be first applied to the payment of accrued but unpaid interest, then to principal, and the excess remaining thereafter shall be applied to the payment of late charges, if any, due and payable.

4. Place of Payment. All payments hereunder shall be made to Lender at P.O. Box 229009, St. Louis, Missouri 63122-9009, or at such other place as the Lender may from time to time designate in writing, delivered or mailed to the Borrower.

5. Prepayment. Subject to the conditions hereinafter stated, Borrower reserves the right to prepay this Promissory Note in whole, or in part, on any date prior to the Maturity Date. Any such prepayment shall be first applied against accrued but unpaid interest, and the excess, if any, shall be applied against principal. No such partial prepayment shall relieve Borrower of its obligation to pay the payment due hereunder. If any such prepayment is made within thirty-six (36) months from the date of this Promissory Note, then such prepayment shall be subject to a prepayment penalty of two percent (2%) of the amount of such prepayment if it is made, in whole or in part, with funds borrowed by the Borrower from any source other than Lender, whether secured or unsecured and whether from a commercial lending institution or from one or more individuals.

6. Dissolution, Merger, Use of Security. If Borrower is a member congregation of The Lutheran Church-Missouri Synod, 6.1 shall apply. If Borrower is recognized as a Recognized Service Organization of The Lutheran Church-Missouri Synod, 6.2 shall apply. If Borrower is neither a member congregation nor a Recognized Service Organization of The Lutheran Church-Missouri Synod, 6.3 shall apply.

6.1 Member Congregation. In the event that Borrower shall be dissolved, merge with any other congregation, cease to be a member congregation of The Lutheran Church-Missouri Synod, or, if this Promissory Note is secured by a deed

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of trust or mortgage on real estate, cease to use such real estate for the Borrower's regular worship services, or for its school, parsonage, teacherage, or other religious purposes, the entire principal sum remaining unpaid hereunder, together with accrued interest, may be declared immediately due and payable at the option of the Lender.

6.2 Recognized Service Organization. In the event that Borrower shall be dissolved, merge with any other corporation or entity, cease to be recognized by The Lutheran Church-Missouri Synod as a Recognized Service Organization, or, if this Promissory Note is secured by a deed of trust or mortgage on real estate, cease to use such real estate for the religious, charitable, or educational purposes of the Borrower, the entire principal sum remaining unpaid hereunder, together with accrued interest, may be declared immediately due and payable at the option of Lender.

6.3 Other Entities. In the event that Borrower shall be dissolved, merge with any other corporation or entity, cease to be an auxiliary, an agency or a part of The Lutheran Church-Missouri Synod, or, if this Promissory Note is secured by a deed of trust or mortgage on real estate, cease to use such real estate for the religious, charitable, or educational purposes of the Borrower, the entire principal sum remaining unpaid hereunder, together with accrued interest, may be declared immediately due and payable at the option of Lender.

7. Further Borrowing. In the event that Borrower shall, subsequent to the date hereof, engage in further borrowing, or become voluntarily indebted to any other lender, without the written consent of the Lender, the entire principal sum remaining unpaid hereunder, together with accrued interest, may be declared immediately due and payable at the option of the Lender.

8. Default in Payment or Performance. The entire principal sum remaining unpaid hereunder, together with accrued interest, may be declared immediately due and payable at the option of the Lender in the event of any of the following: (i) default in the payment of any installment of principal or interest when due in accordance with the terms hereof, (ii) default in the performance of any agreement contained in the mortgage or deed of trust, if any, securing payment of this Promissory Note, or (iii) default in the performance of any agreement given by Borrower in favor of Lender including, but not limited to, any agreement contained in any other promissory note, mortgage, deed of trust, assignment, pledge, security agreement, or guaranty.



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9. Late Charge. If any installment hereunder, or any portion thereof, is not paid when due, whether at stated maturity or by declaration, a late charge penalty of two percent (2%) of such past due amount shall be added to the amounts due hereunder, except that such late charge penalty shall not exceed the maximum amount permitted by law. Should interest not be paid when due, it shall thereafter bear like interest as the principal, but such unpaid interest so compounded shall not exceed an amount equal to simple interest on the unpaid principal at the maximum rate permitted by law.

10. No Waiver. No delay, omission or indulgence by Lender in exercising or enforcing any rights or remedies shall impair or affect the same or be construed to be a waiver of or acquiescence in any default. Any single or partial exercise of any rights or remedies shall not preclude any other or further exercise thereof. No waiver by the Lender shall be valid unless in writing signed by said Lender, and then only to the extent specifically set forth in said writing.

11. Time is of the Essence. Time for the payment and performance of each and all of the obligations of the Borrower shall be of the essence hereof.

12. Assignment. The terms and provisions of this Promissory Note shall inure to the benefit of any assignee, transferee, or holder or holders hereof, and, in the event of any transfer or assignment of this note, each and all of the rights, remedies, powers, privileges and benefits herein granted the Lender shall automatically be vested in the assignee, transferee, holder or holders.

13. Waiver of Presentment, Protest, Notice. Borrower and all endorsers hereof severally waive presentment for payment, protest, notice of non-payment and of protest, and agree to pay all reasonable costs of collection, including attorneys' fees.

14. Definitions. For purposes of this Promissory Note, the following words and phrases shall have the following meanings:

14.1 "Maturity Date" shall mean the Monthly Due Date of the 36th calendar month following the date hereof.

14.2 "Monthly Due Date" shall mean the 23rd day in each month, beginning with the first calendar month following the date hereof. However, if such date is later in



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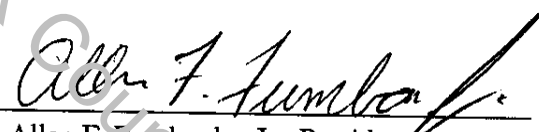
a month than the 28th day of the month, then the Monthly Due Date for February shall be the 28th day of February. Further, if such date is the 31st day of a month, then the Monthly Due Date shall fall on the 30th day in those months having only 30 days.

15. Security; Disclosure of Information. This Promissory Note is secured by a deed of trust or mortgage executed as of the same date this Promissory Note has been signed, on real estate situated in the County of Cook, State of Illinois. Borrower shall provide to Lender such information (including nonfinancial information) as Lender may request from time to time in its sole discretion including, but not limited to, the following: (i) annual, quarterly or monthly financial statements including statements of financial position, statements of activities and changes in unrestricted net assets and statements of cash flows, (ii) year-to-date statements of operations as compared to budget, and (iii) cash flow projections.

IN WITNESS WHEREOF, the Borrower has executed this Promissory Note as of the date first above stated.

THE LUTHERAN CHURCH OF CHRIST THE KING OF  
CHICAGO, ILLINOIS

BY:

  
Allen F. Fumbanks, Jr., President

BY:

  
Geraldine L. Brazeal, Secretary

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## EXHIBIT "C"

This security instrument is intended to be governed by the future advances law of the state in which the property secured is located and is also given to secure all extensions, renewals, or modifications of all or a part of said Note, to secure the performance of all covenants and agreements of the Borrower under the provisions of this security instrument, to secure the payment of all future advances, if any, made hereunder at the option of Lender or future obligations incurred by Lender for the reasonable protection of the lien and priority of Lender on the above described premises and to secure all other obligations of Borrower now or hereafter owing to Lender.

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