MORTGAGE - STATUTORY FORM (ILLINOIS)

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THE MORTGAGOR NEW LIGHT CHRISTIAN CHURCH of the City of Palatine, in the County of Cook and State of Illinois, Mortgages and Warrants to MISSION INVESTMENT FUND OF THE EVANGELICAL LUTHERAN CHURCH IN AMERICA, of the County of Cook, State of Illinois, to secure payment of one certain promissory note, executed by the mortgagor, bearing even date herewith, payable to the order of MISSION INVESTMENT FUND OF THE EVANGELICAL LUTHERAN CHURCH IN **AMERICA**

the following described real estate, to wit

See property description attached as Exhibit



Doc#: 0430818046

Eugene "Gene" Moore Fee: \$36.00 Cook County Recorder of Deeds Date: 11/03/2004 10:21 AM Pg: 1 of 7

Above Space for Recorder's Use Only

Situated in the County of Cook in the State of Illinois, heroby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Permanent Real Estate Index Number(s): 02-62-412-005-0000

Address(es) of real estate: 1700 Rand Road, Palatine, Illinois 60074

Dated this day of JCTUBS1

NEW LIGHT CHRISTIAN CHURCH

Print name

Print title

Print name

Print title

This instrument was prepared by Frank Patton, Jr., attorney, of Patton, Eakins, Lipsett, Holbrook & Savage, 420 Lexington Avenue, New York, New York 10170.

Box 400-CTCC

#606792

AFTER RECORDING, RETURN TO:

Mission Investment Fund of the Evangelical Lutheran

Church in America Attention: Amelia Davkins 8765 West Higgins Road

Chicago, Illinois 60631

MORTGAGE

This mortgage executed by NEW LIGAT CHRISTIAN CHURCH, 1700 Rand Road, Palatine, Illinois 60074, County of Cook, an Inlinois corporation, (hereinafter referred to as "Congregation"), referred to as "Mortgagor," which term includes Mortgagor's heirs, executors, administrators, successors, legal representatives and assigns, and shall denote the singular and/or plural and the masculine and/or feminine and natural and/or artificial persons whenever and wherever the context so requires, to Mission Investment Fund of the Evangelical Lutheran Church in America, a Minnesota corporation licensed to do business in the State of Illinois, having its principal offices at 8765 West Higgins Road, Chicago, Illinois 60601 referred to as "Mortgagee."

For good and valuable consideration, and also in consideration of the aggregate sum named in the promissory note of this date, Mortgagor does grant with mortgagor covenants to Mortgagee, its successors and assigns, all the certain tract of land of which Mortgagor is now the legal owner, and in actual possession, situated in the County of Cook, State of Illinois, described as follows:

LOTS 21 AND 22 IN CAPRI VILLAGE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 1 AND PART OF THE SOUTH EAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Address of property: 1700 Rand Road, Palatine, Illinois 60074

02-02-412-004-0000, 02-02-412-005-0000

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Together with all structures and improvements now and afterwards on the land and the fixtures attached thereto, together with all and singular the tenements, hereditaments, easements, and appurtenances belonging or in any way appertaining, and the rents, issues, and profits, all the estate, right, title, interest, and all claims and demands in law and in equity, of Mortgagor in and to the tract of land, and every part and parcel of it.

Provided always, that if Mortgagor shall pay to Mortgagee, its successors, legal representatives, or assigns, the amount in the promissory note mentioned above, with all interest due, and shall perform, comply with, and abide by each and every stipulation, agreement, condition, and covenant of the note and of this mortgage, then this mortgage and the lien here created shall cease and become null and void, and a release of the mortgage shall be executed by Mortgagee.

Mortgagor covenants and agrees that:

- 1. Mortgagor shall pay the principal and interest and other sums of money payable by virtue of the promissory note and this mortgage, or sither, promptly on the days respectively the same severally become due.
- 2. Mortgagor shall pay the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the described property. If the preperty is entitled to exemption from real property taxes, Mortgagor shall maintain that exemption in effect.
- 3. Mortgagor shall keep the buildings now or afterwards on the land insured in a sum equal to the highest insurable replacement value, both fire and extended coverage to include vandalism and malicious mischief, in a company or companies to 1e approved by Mortgagee, with standard and customary Mortgagee loss-payable clause endorsed on it, making such loss payable to Mortgagee, its successors, legal representatives, or assigns; and should the Mortgagee by reason of the insurance receive any sum of money for damage, that amount may be retained and applied by Mortgagee toward payment of the debt secured by the mortgage, or it may be paid over either wholly or in part to the Mortgagor for the repair of the buildings or for the erection of new buildings in their place, or for any other purpose or purposes satisfactory to the Mortgagee; and if the Mortgagee receives and retains insurance money for damage to the buildings, the lien of

the mortgage shall be affected only by a reduction by the amount of the insurance money so retained by the Mortgagee.

- 4. Mortgagor shall neither permit nor cause the removal, alteration, or demolition, without the consent of the Mortgagee, of any building on the premises; all buildings now or later situated on the premises shall be maintained by the Mortgagor in good and substantial repair; Mortgagor shall not permit, commit, nor cause waste, impairment, or deterioration of the property, or any part of it, except reasonable wear and tear.
- 5 Mortgagor shall perform, comply with, and abide by each of the stipulations, agreements, conditions, and covenants in the promissory note.
- 6. The principal amount of the mortgage and any interest thereon shall become due and payable at the option of the Mortgagee upon Mortgagor's failure to cure any of the following within thirty (30) days of receipt of written notice of such default: (a) default in payment of any installments of principal and interest, which default continues for fifteen (15) days, or (b) in the event Mortgagor shall, without the written consent of Mortgagee, sell, transfer, or assign the real property and buildings which are the subject of this mortgage, or (c) in the event Mortgagor grants or permits any mortgage or lien on this property other than this mortgage, without the prior written consent of Mortgagee, or (d) after the failure of the Mortgagor to comply with any other terms, conditions or covenants of the principal sum and any interest due shall become due and payable immediately in the event Mortgagor shall cease to be a member in good standing of the Evangelical Lutheran Church in America.
- 7. Mailing a written notice or demand addressed to the owner of record of the mortgaged premises or to the owner at the last address, actually furnished to Mortgagee, or if none, directed to the owner at the mortgaged premises, and mailed by United States mail, postage prepaid, shall be sufficient notice and demand in any case arising under this instrument and required by the provisions of this mortgage or by law.
- 8. The Mortgagor warrants title to the premises and covenants with the Mortgagee that the Mortgagor is the true and lawful owner of the premises and has good right and fivil power to grant and mortgage them, and that the premises are free and clear of all encumbrances, except only restrictions and easements of record, taxes and assessments not yet due or delinquent, and such other matters as are indicated following the legal description of the premises expressly set forth; and Mortgagor further covenants that Mortgagor will warrant and defend against all lawful claims of all persons except as above provided.
- 9. The Fund has recommended to Mortgagor that Mortgagor consult with its own legal counsel for review of this Mortgage and the Mortgage Note prior to execution of these

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instruments. Mortgagor confirms that it has consulted it own legal counsel for this purpose or that it has had full opportunity to do so.

- 10. The execution of this mortgage has been duly authorized by the Congregation Council, the governing body of Mortgagor's Congregation.
- 11. This mortgage and the promissory note referred to herein shall be made under the laws of the state in which the Property is located and shall be governed and construed by the laws of that state.

	6.4 ×3
Executed at Palatine, Illinois on	Oct. 23, 2004
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~/×	NEW LIGHT CHRISTIAN CHURCH
<i>y</i>	RA
Ox	By: President
Print name:	BO-AN CHANG
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	By: Mah h
7 .1	b (1)
Print name and title:	- You Ta lai Vice Presided
	Action of the Contract of the
	"OFFICIAL SEAL
	Notary Public St.
	My Commission Expires 09/23/06
	Continussion Expires 09/23/06

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ACKNOWLEDGMENT

STATE OF ILLINOIS)	
PuPage)ss.	
COUNTY OF COOK)	
NEW LIGHT CHRISTIAN CHURCH, and Shown to me to be the same persons whose name such respective church officials, appeared before	GG TA CAI, the GHT CHRISTIAN CHURCH, all personally less are subscribed to the foregoing Mortgage as me this day in person and acknowledged that in free and voluntary acts and the voluntary act of
Given under my hand and notarial seal on Oca	r. 23Ris . 2004.
My Commission Expires: 9/23/06	tary Public "OFFICIAL SEAL" BARTOSZ PUCHALSKI Notary Public, State of Illinois
THIS INSTRUMENT WAS PREPARED BY	My Commission Expires 09/23/06 🐉
Frank Patton, Jr., attorney	
Patton, Eakins, Lipsett, Ellis & Savage	
420 Lexington Avenue New York, New York 10128	C'/
New Tork, New York 10128	(Q ₁ ,
	Contion

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EXHIBIT A - PROPERTY DESCR.

AND 22 IN CAPRI VILLAGE, BEING A SUBDIVISIC.
SOUTHWEST 1/4 OF SECTION 1 AND PART OF THE S
1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EAS.
THIRD PRINCIPAL MERDIAIN, IN COOK COUNTY, ILLINOIS.
ress of property: 1700 Rand Road, Palatine, Illinois 60074

03-03-413-404-4000, 02-02-413-605-40000