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Doc#: 0722505138 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/13/2007 11:58 AM Pg: 1 of 6

This instrument was drafted under the supervision of and should be returned after recordation to:

Thrivent Financial for Lutherans
Attn: Church Loan Department, MS 1530
Dean Bussey, Esquire
625 Fourth Avenue South
Minneapolis, MN 55415-1624

Loan No. 200012610

[Above space reserved for recording information.]

REAL ESTATE MORTGAGE

THIS REAL ESTATE MORTGAGE ("**Mortgage**") is made and entered into as of August 10, 2007, by **ST. MARK'S EVANGELICAL LUTHERAN CHURCH, OF CHICAGO**, an Illinois corporation ("**Mortgagor**"), whose address is 655 East 88th Street, Chicago, Illinois 60619, and **THRIVENT FINANCIAL FOR LUTHERANS**, a Wisconsin corporation ("**Mortgagee**"), whose address is 625 Fourth Avenue South, Minneapolis, Minnesota 55415.

Mortgagor is indebted to Mortgagee, as evidenced in a Promissory Note ("**Note**") of even date, in the aggregate principal sum of Two Hundred Seventy-Three Thousand and No/100 Dollars (\$273,000.00) ("**Loan**"), together with interest at the annual rate set forth in the Note, both principal and interest of the Note being payable at the office of Mortgagee as more specifically set forth therein, and if not sooner as provided in the Note or in this Mortgage shall be due and payable on September 1, 2027 ("**Maturity Date**").

To secure the payment of the principal, interest, and premium, if any, on the Note and to secure the performance by Mortgagor of each and every term, covenant, agreement, and condition contained in the Note and this Mortgage, Mortgagor does hereby mortgage and convey unto Mortgagee, its successors and assigns, a security interest in the real estate and other property in Cook County, Illinois, as more particularly described in **Exhibit A** attached hereto.

Together with all improvements, tenements, easements, fixtures, and appurtenances thereto; and all rents, issues and profits, for so long as and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with such real estate); and all apparatus, equipment or articles now or hereafter used to supply heat, gas, air conditioning, water, light, power, refrigeration and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves, and water heaters. All of the foregoing are declared to be a part of the real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment, or articles hereafter placed on the premises by Mortgagor or its successors or assigns shall be considered as constituting part of the real estate. As to any such property which does not form a part and parcel of the real estate (notwithstanding the

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foregoing declaration and agreement), this Mortgage is deemed to be a Security Agreement under the Uniform Commercial Code for the purpose of creating a security interest in such property, which Mortgagor grants to Mortgagee as Secured Party (as defined in the Uniform Commercial Code) securing the indebtedness and obligations. Any reference herein to the "**Premises**" shall be deemed to apply to the above described real estate and other property and items covered by this Mortgage, unless the context shall require otherwise.

Mortgagor hereby warrants to and covenants with Mortgagee, its successors and assigns that:

1. Mortgagor has good and indefeasible title to the Premises in fee simple, free and clear of all liens, charges, and encumbrances and has the full right and authority to execute and deliver to Mortgagee the Note and this Mortgage.
2. Mortgagor will keep the Premises in good condition and repair; will not remove any building or improvement thereon; will not commit, suffer, or permit any waste, impairment, or deterioration of the property; and will keep the Premises free from all liens superior to the lien of this Mortgage.
3. Mortgagor will keep the Premises insured against loss or damage by fire, windstorm, or other hazard as may be required by Mortgagee, in the amount of not less than the Loan (and if the policies of such insurance contain any condition or provision as to co-insurance, the building shall be kept insured for a sufficient amount to comply with such co-insurance condition). Policies of such insurance shall be carried with an A, A+, or A- rated company that has a financial size of VII or better as shown in a current Best's Key Rating Guide (or comparable guide book acceptable to Mortgagee if Best's should become unavailable), shall include a mortgage indemnity clause in favor of Mortgagee, and shall be in such form as Mortgagee may require. All such policies and their renewals shall be delivered to Mortgagee. In the event of loss, Mortgagee is hereby authorized to collect proceeds due under the policies and to apply them, at the option of Mortgagee, either in reduction of the indebtedness hereby secured or in restoration or repair of the damaged property.
4. Mortgagor will pay the indebtedness hereby secured and will pay annually to the proper officers all taxes and assessments which shall be levied or assessed on the Premises or any part thereof, as well as all taxes and assessments which shall be levied or assessed under or by virtue of any law now or hereafter existing in the State of Illinois against Mortgagee, upon this Mortgage, or the debts hereby secured, or upon the Mortgagor's interest in the Premises and will procure and deliver to Mortgagee, at its office in Minneapolis, Minnesota, on or before the first day of May in each and every year, original or duplicate receipts evidencing proper payment of all such taxes and assessments levied or assessed on the Premises, on this Mortgage or the debt secured thereby, or on the Mortgage interest of the Mortgagee.
5. Mortgagor will not, without the prior written consent of Mortgagee, sell or otherwise transfer the Premises or any part thereof, or directly or indirectly, create or incur any indebtedness for borrowed money except for the indebtedness secured by this Mortgage and

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any short term unsecured borrowings maturing within one (1) year not to exceed ten percent (10%) of the original Loan provided that total debt does not exceed Three Thousand Five Hundred and No/100 Dollars (\$3,500.00) per confirmed, communing, contributing member.

6. If Mortgagor ceases to be affiliated with the Evangelical Lutheran Church in America, its successor, or another national Lutheran body recognized by Mortgagee as a body whose members may participate in the benefits of those organizations, then Mortgagee may declare the entire indebtedness to be immediately due and payable.

Provided always, and upon the express condition that if all of the principal and interest and premium, if any, on the Note shall be discharged in accordance with the terms and conditions therein contained, and if Mortgagor shall otherwise keep and perform the covenants and conditions described in this Mortgage, at the times and in the manner therein provided, then these presents shall be null and void, otherwise this Mortgage to remain in full force and effect.

If all or any of the Premises is damaged, taken, or acquired, either temporarily or permanently, in any condemnation proceeding, by exercise of the right of eminent domain, by sale in lieu of condemnation or eminent domain, or by the alteration of the grade of any street affecting the Premises, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the then remaining unpaid indebtedness secured hereby, is assigned to Mortgagee, who is empowered to collect and receive the same and to give proper receipts therefore in the name of Mortgagor, and the same shall be paid forthwith to Mortgagee. Any award or payment so received by Mortgagee may at the option of Mortgagee, be retained and applied in whole or part, to the indebtedness secured hereby (whether or not then due and payable), in such manner as Mortgagee may determine, or released in whole or part to Mortgagor for purposes of altering, restoring, or rebuilding any part of the Premises which may have been altered, damaged, or destroyed as a result of such taking, altering, or proceeding, but Mortgagee shall not be obligated to see to the application of any amounts so released. Until such time as such award or other payment is actually received by Mortgagee and applied to the indebtedness secured hereby, Mortgagor shall continue paying interest on the unpaid principal balance of the Note at the rate of interest therein specified.

If the Mortgagor shall fail or neglect punctually to keep and perform any of the covenants and conditions herein prescribed, the Mortgagee may thereby perform the same, and all costs and expenses incurred thereby shall be repaid by Mortgagor to Mortgagee on demand, with interest thereon at the annual rate set forth in the Note and until so paid shall with such interest be added to the debt hereby secured. In any such case of failure or neglect, then the whole amount of the principal sum remaining unpaid, together with the interest, and all sums so paid by Mortgagee, and interest thereon, shall, at the option of Mortgagee, be deemed to have become due without notice, notice of such option hereby expressly waived, and shall thereon be collectible by foreclosure of this Mortgage, in the manner as if the whole principal sum had been made payable at the time when such default shall occur. In each and all such cases, it shall be permissible for Mortgagee to grant, sell, and convey the Premises at public auction or venue, and to make and execute to the purchaser or purchasers, good and sufficient deeds of conveyance in the law, pursuant to the statute in such case; and out of the monies arising from such sale, after deducting the cost of such sale, to retain the

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principal and interest which shall then remain unpaid upon the Note, and a reasonable sum as attorney's fees, and all sums paid for taxes and assessments, insurance, maintenance and repairs, prior liens, claims, adverse titles and encumbrances, title evidence, and all other lawful costs and expenses, rendering the surplus money, if any, to Mortgagor, its successors or assigns.

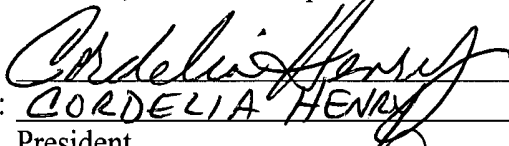
In the case of the foreclosure of this Mortgage, Mortgagor will pay to Mortgagee, all expenses incurred in procuring and continuing abstracts of title or in procuring title insurance for the purpose of such foreclosures; and will pay in addition to the taxable costs in any such foreclosure action a reasonable and customary sum as attorney's fees; all of which sums shall be included in the judgment of foreclosure of this Mortgage.

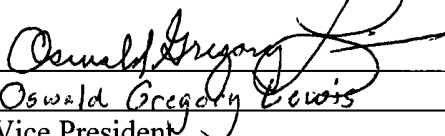
Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Mortgage.

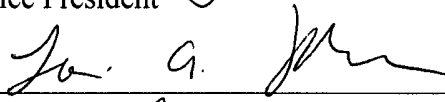
Upon the commencement or during the pendency of any action to foreclose this Mortgage, the court in which such action is brought may appoint a receiver of the mortgaged Premises, and may empower said receiver to collect the rents, issues and profits of the Premises during the pendency of such foreclosure action, and until the confirmation of sale made under any judgment foreclosing this Mortgage, and may order such rents, issues and profits, once so collected, to be held and applied, as the court shall from time to time direct.

IN WITNESS WHEREOF, Mortgagor, has caused these presents to be signed by its officers at Chicago, Illinois, as of the day and year first above written.

**ST. MARK'S EVANGELICAL LUTHERAN CHURCH,
OF CHICAGO, an Illinois corporation**

By: 
Name: CORDELIA HENRY
Title: President

By: 
Name: Oswald Gregory Lewis
Title: Vice President

By: 
Name: Lori A. JOHNSON
Title: Secretary


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STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

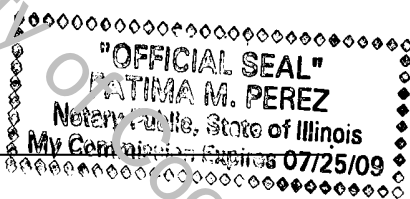
I, Patina M. Perez, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Cordelia Henry, President, Oswald Gregory Lewis Vice President, and Lori A. Johnson, Secretary, of said church corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said church corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 10th day of August, 2007.

(SEAL)


Notary Public

My commission expires _____



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 21, 22, 23 AND 24 IN BLOCK 16 IN S.E. GROSS SUBDIVISION OF BLOCKS 15, 16, 17 AND 18 AND THE NORTH 1/2 OF 23 AND 24 IN DAUPHIN PARK, BEING A SUBDIVISION BY THE CALUMET AND CHICAGO CANAL AND DOCK CO. OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NOS. 25-03-210-020-0000
25-03-210-047-0000

Commonly Known As: 651 and 655 East 88th Street, Chicago, Illinois

PARCEL 2:

LOT 164 IN ELMORE'S SOUTH PARK BOULEVARD SUBDIVISION IN THE SOUTH HALF OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING IN COOK COUNTY, ILLINOIS.

PIN NO. 20-34-410-025-0000

Commonly Known As: 8630 South Rhodes Avenue, Chicago, Illinois