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Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption



0831957091

Doc#: 0831957091 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/14/2008 04:20 PM Pg: 1 of 8

The property identified as: **PIN:** 29-20-400-044-0000

Address:

Street: 16406 Lathrop Ave

Street line 2:

City: Harvey

State: IL

ZIP Code: 60426

Lender: JUNE SIEGLE

Borrower: St. Mark Missionary Baptist Church

Loan / Mortgage Amount: \$425,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: DC9FCCA3-D230-47A0-8626-A042D3C4E5B7

Execution date: 11/13/2008

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Gerald Segal
1700 Ben Franklin Parkway
Philadelphia, PA 19103

MORTGAGE

(Illinois)

This space reserved for Recorder's use only.

THIS AGREEMENT,
made as of **October 1, 2008**, between **ST. MARK MISSIONARY BAPTIST CHURCH**, an Illinois Not-For-Profit Corporation, of 14618 Lincoln Avenue, Harvey, Illinois, herein collectively referred to as "Mortgagor" and **JUNE SIEGLE**, 7467 Mahogany Bend Court, Boca Raton, Florida 33434, herein referred to as "Mortgagee."

WITNESSETH:

WHEREAS **ST. MARK MISSIONARY BAPTIST CHURCH** (the "Mortgagor") is justly indebted to the Mortgagee upon the Promissory Note of even date herewith, in the principle sum of **FOUR HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$425,000.00)**, payable to the order of and delivered to the Mortgagee, in and by which note the Borrower promises to pay the said principle sum and interest at the rate and in installments as provided in said note, with the final payment of the balance due on the **15th day of January, 2009**, and all the said principle and interest are made payable at such place as the holder or holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at **7467 Mahogany Bend Court, Boca Raton, Florida 33434**; and

WHEREAS, Mortgagor is simultaneously herewith guaranteeing payment of said Promissory Note; and

WHEREAS, Mortgagor is simultaneously herewith entering into a financing agreement with **JUNE SIEGLE**, for the real property legally described herein secured by a **first lien position** under that certain Junior Mortgage dated **October 1, 2008**; and

NOW THEREFORE, the Mortgagor, to secure payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained by the Mortgagor and/or the Borrower, as the case may be, to be performed, and also in consideration of the sum of One and No/100 Dollars (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, do by these presents **CONVEYS AND WARRANTS** unto the Mortgagee, and

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the Mortgagee's successors and assigns, the following Real State and all of its estate, right, title and interest therein, situate, lying and being in the Village of Park Forest, County of Cook in the State of Illinois, to wit:

LOT 7 (EXCEPT THE WEST 970.19 FEET AND EXCEPT THE EAST 33 FEET TAKEN FOR STREET) IN THE SUBDIVISION OF OWNER'S OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RIGHT OF WAY OF THE CHICAGO AND INTERURBAN TRACTION COMPANY), ALSO THE NORTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20 TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 29-20-400-044-0000

Address of Real Estate: 16406 SOUTH LATHROP AVENUE, HARVEY, ILLINOIS

which, with the property hereinafter described, is referred to herein as the "premises".

TOGETHER with all the improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real state and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window, shades, storm doors and windows, floor coverings, awnings, water heaters. All the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagor or its successors or assigns shall be considered part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the States of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

COVENANTS, CONDITIONS AND PROVISIONS

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge by the premises superior to the lien hereof and, upon

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request, exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefore. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or any assessment which Mortgagor may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by the mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to effect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagor and/or Borrower, as the case may be, upon demand by the Mortgagee, shall pay such taxes or assessments or reimburse the Mortgagee therefore; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to Mortgagor and/or Borrower, as the case may be, to declare all of their indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by laws of the United States of America or of any state having the jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagor and/or the Borrower, as the case may be, covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor and/or the Borrower, as the case may be, further covenants to hold harmless and agrees to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Mortgagor and/or Borrower, as the case may be, is not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagor and/or Borrower shall have such privilege of making prepayments of the principal of the said note (in addition to the required payments) as may be provided in said note.

6. Mortgagor and/or Borrower shall keep all buildings and improvements now or hereafter situated on said premises insured against loss damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be

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attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to the respective dates of expiration.

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor and/or the Borrower, as the case may be, in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest of prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeemed from any tax sale or forfeiture affecting said premises or contest any tax assessment. All moneys paid for any of the purpose herein authorized and expenses and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon and ten percent (10%) per annum. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagor and/or the Borrower, as the case may be.

8. The Mortgagee, when making any payments hereby authorize relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment date, sale, forfeiture, tax lien or title or claim thereof.

9. Mortgagor and/or Borrower, as the case may be, shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to the prior Mortgagor and/or the Borrower, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal interest or interest on the note, or (b) when default shall occur and continue for (3) days in the performance of any other agreement of the Mortgagor and/or the Borrower, as the case may be, herein contained.

10. When the indebtedness hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditure and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expanded after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar date and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be party, either as plaintiff, claimant or defendant, by

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reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced ; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor and/or Borrower, as the case may be, its heirs, legal representatives assigns, as its rights may appear.

12. Upon or any time after the filing of a complaint to foreclosure this mortgage, the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagor and/or Borrower at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien and or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

14. The Mortgagees shall have the right to inspect the premise at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagor and/or Borrower, as the case may be, if requested in writing by the Mortgagee, shall be periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessment on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefore, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force the right of

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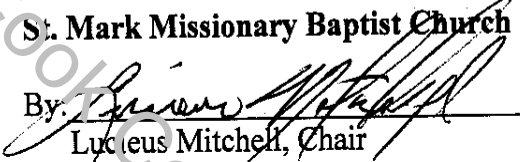
recourse against all such person being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

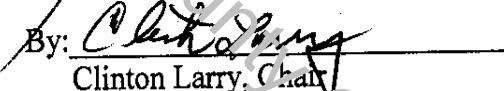
17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and/or Borrower, as the case may be, and the "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note of this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

IN WITNESS WHEREOF, the Mortgagor has executed this instrument the day and year first above written.

St. Mark Missionary Baptist Church

By: 
Lucius Mitchell, Chair
Board of Deacons

By: 
Clinton Larry, Chair
Board of Trustees

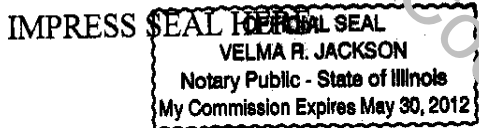
Clerk's Office

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STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that LUCIEUS MITCHELL and CLINTON LARRY, personally known to me to be the Chairs of the Board of Deacons and Board of Trustees of the **ST. MARKS MISSIONARY BAPTIST CHURCH**, an Illinois Not-For-Profit Corporation, personally appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed hereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 1st day of October, 2008.



Velma R. Jackson

NOTARY PUBLIC

My commission expires 5/30/12

Prepared by: V. Rose Jackson, 14618 Lincoln Ave., Harvey, IL 60426

Send to:

County of Cook Clerk's Office