

First American Title Order # NCS-696882 pg 2 of 2

**Illinois Anti-Predatory
Lending Database
Program**

Certificate of Exemption

**Report Mortgage Fraud
800-532-8785**

The property identified as: **PIN: 16-10-419-040-0000**

Address:

Street: 130 N. Keeler Ave. and 128 N. Keeler, 4211 W. West

Street line 2: End, 4215 W. West End, 4221 W. West End

City: Chicago

State: IL

ZIP Code: 60624

Lender: Mission Investment Fund of the Evangelical Lutheran Church in America

Borrower: Bethel Evangelical Lutheran Church

Loan / Mortgage Amount: \$546,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is commercial property.

Certificate number: 1CC21245-E6FF-492B-89C1-D321DAE17637

Execution date: 11/19/2014

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Property of Cook County Clerk's Office

AFTER RECORDING, RETURN TO:
Mission Investment Fund of the Evangelical
Lutheran Church in America
Attention: Amelia Dawkins
8765 West Higgins Road
Chicago, Illinois 60631

PERMANENT INDEX NUMBER(S):
16-10-419-040-0000 Vol. 551
16-10-419-039-0000 Vol. 551
16-10-419-018-0000 Vol. 551
16-10-419-017-0000 Vol. 551
16-10-419-020-0000 Vol. 551
16-10-419-021-0000 Vol. 551

MORTGAGE

This Mortgage executed this 19 day of November 2014, by BETHEL EVANGELICAL LUTHERAN CHURCH, an Illinois not-for-profit corporation, 4215 W. West End Avenue, Chicago, Illinois 60624, County of Cook, referred to as "Mortgagor", which term includes Mortgagor's 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

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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 60631, referred to as "Mortgagee" or "MIF".

For good and valuable consideration, and also in consideration of the aggregate sum named in the Promissory Note of this date, Mortgagor does mortgage, grant, and convey with mortgage 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, as described on the attached Exhibit A which is incorporated in and made a part of this Mortgage.

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.

This Mortgage is given to secure (a) the payment of FIVE HUNDRED FORTY SIX THOUSAND DOLLARS (\$546,000.00), with interest as provided in a Promissory Note dated November 19, 2014, ("Promissory Note" or "Note"), which Note is incorporated herein, plus any additional sums, with interest, hereafter loaned by Mortgagee to Mortgagor, which additional sums shall be evidenced by a promissory note or notes (or amendments or modifications thereto) containing a recitation that the Mortgage secures the payment thereof; (b) the performance of the other agreements in the Note, and (c) to secure the performance of Mortgagor's covenants and agreements herein. The maturity date of the Promissory Note is November 1, 2034. Interest is payable to the maturity date. Interest at four and 12.5/100 per cent (4.125%) is payable through October 31, 2019, and the interest rate is thereafter subject to adjustment on November 1, 2019, November 1, 2024, and November 1, 2029.

Provided always, that if Mortgagor shall pay to Mortgagee, its successors, legal representatives, or assigns, the amount in the Promissory Note, with all interest due, and shall perform, comply with, and abide by each and every stipulation, agreement, condition, and covenant of the Promissory 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 either, promptly on the days the same become due.
2. Mortgagor shall pay the taxes, assessments, levies, liabilities, obligations, and

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encumbrances of every nature on the described property. If the property is entitled to exemption from real property taxes, Mortgagor shall maintain that exemption in effect.

3. The 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, with standard and customary mortgagee loss-payable clause endorsed on it, making such loss payable to MIF, its successors, legal representatives, or assigns; should MIF by reason of the insurance receive any sum of money for damage, that amount may be retained and applied by MIF 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 of purposes satisfactory to MIF; and if MIF receives and retains insurance money for damage to the buildings, the lien on the mortgage shall be affected only by a reduction by the amount of the insurance money so retained by MIF. The Mortgagor shall purchase and maintain adequate flood insurance on building(s) in a sum equal to the highest insurable replacement value as follows: (a) from the National Flood Insurance Program if said building(s) are located in a designated flood zone, or (b) from the standard insurance market if said building (s) are located in a non-flood zone. The insurance shall be issued by an insurance company or companies licensed to do business in the State of Illinois, and a certificate(s) issued by the insurance company or companies confirming the form and content of such insurance shall be satisfactory evidence of such insurance.

4. Mortgagor shall neither permit nor cause the removal, alteration, or demolition, without the consent of the Mortgagee, of any building on the premises except for such demolition in connection with the construction; 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, 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 this Mortgage or the Promissory Note. Notwithstanding anything else herein to the contrary, the entire unpaid balance of the principal sum and any interest due shall become due and payable at the option of the Mortgagee in the event Mortgagor shall cease to be a member in good standing of the Evangelical Lutheran Church in America.

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7. In the event the principal of the Mortgage and any interest thereon shall become due and payable under paragraph 6 above, this Mortgage may be foreclosed as provided by law and this paragraph shall be deemed as authorizing and constituting a power of sale to the extent authorized by law.

8. 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.

9. 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 full 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.

10. The Mortgagee has recommended to Mortgagor that Mortgagor consult with its own legal counsel for review of this Mortgage and the Promissory Note prior to execution of these instruments. Mortgagor confirms that it has consulted its own legal counsel for this purpose or that it has had full opportunity to do so.

11. The execution of this Mortgage has been duly authorized by the Congregation Council, the governing body of Mortgagor's Congregation.

12. The Mortgagor shall not obtain a line or lines of credit or borrow funds, whether secured or unsecured, in addition to the debt evidenced by this Mortgage, except with the prior written consent of the Mortgagee. However, credit incurred for the purchase of office or other equipment or similar items under an extended payment arrangement in the ordinary course of activities is permitted.

13. *Assignment of rents.* (a) Mortgagor hereby assigns to the Mortgagee the rents, issues and profits (as defined below, and herein called "Rents and Profits") of the premises as further security for the payment of said indebtedness. Mortgagor grants to the Mortgagee the right to enter upon and to take possession of the premises for the purpose of collecting the Rents and Profits and to rent out the premises or any part thereof, and to apply the Rents and Profits, after payment of all necessary charges and expenses, on account of said indebtedness. This assignment and grant shall continue in effect until this mortgage is paid.

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(b) Subject to the provisions below, Mortgagee waives the right to enter upon and to take possession of said premises for the purpose of collecting the Rents and Profits, and Mortgagor shall be entitled to collect and receive the Rents and Profits, so long as there shall be no default under any of the covenants, conditions or agreements contained in this mortgage, and Mortgagor agrees to use the Rents and Profits in payment of principal and interest becoming due on this mortgage and in payment of taxes, assessments, sewer rents, water rates and carrying charges becoming due against said premises. However, the foregoing waiver by Mortgagee and the foregoing right of the Mortgagor may be revoked by Mortgagee upon any default, on five days' written notice. The Mortgagor will not, without the written consent of the Mortgagee, receive or collect rent from any tenant of said premises or any part thereof for a period of more than one month in advance. In the event of any default under this mortgage Mortgagor will pay monthly in advance to the Mortgagee, or to any receiver appointed to collect the Rents and Profits, the fair and reasonable rental value for the use and occupation of said premises or of such part thereof as may be in the possession of the Mortgagor, and upon default in any such payment will vacate and surrender the possession of said premises to the Mortgagee or to such receiver, and in default thereof may be evicted by applicable legal proceedings.

(c) For purpose of this paragraph, Rents and Profits shall include all rental and lease income derived from the renting or leasing of all or any part of the premises and received and entitled to be received by Mortgagor as owner and landlord of the premises. Rents and Profits shall also include all profits and license income or other income or profits received by or entitled to be received by Mortgagor for permitting the use of any portion of the premises, including without limitation income and profits from mineral rights, petroleum rights and similar rights, and income and profits from use of cell towers or other transmission and electronic facilities on or at the premises.

(d) *No further assignment.* Mortgagor shall not assign, pledge, or otherwise alienate any Rents or Profits from the premises without the Mortgagee's prior written consent and any such attempted assignment, pledge, or alienation shall be subject and subordinate to the rights of the Mortgagee.

14. Information to be furnished by borrower; further assurances. Mortgagor shall promptly furnish all financial and other information that the Mortgagee may reasonably request at any time. Mortgagor shall take all such further actions, and execute all such further documents and instruments, as Mortgagee may reasonably require to protect, perfect and maintain the interests of the Mortgagee in the mortgaged property.

15. Borrower to report adverse changes. Mortgagor shall promptly inform the Mortgagee regarding any material adverse change in the financial condition of Mortgagor or any event or condition which may have a significant negative impact on Mortgagor's ability to make timely payments on the loan or to comply with any conditions of the Promissory Note or the Mortgage.

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16. To the best of Mortgagor's knowledge, information and belief, there are no Hazardous Materials (as hereinafter defined) or substances located on the property which, under applicable Environmental Laws (as hereinafter defined) require special handling in collection, storage, treatment or disposal. Mortgagor hereby covenants and agrees that Mortgagor will not place nor give permission for the placement of any Hazardous Materials on the property without complying with the Environmental Laws. If at any time it is determined that there are Hazardous Materials located on the property which, under any Environmental Laws, require special handling in collection, storage, treatment or disposal, the Mortgagor shall take or cause to be taken at Mortgagor's sole expense such actions as may be necessary to comply with all Environmental Laws. If the Mortgagor shall fail to take such actions, the Mortgagee, at its option (but without obligation to do so), in addition to all other rights and remedies available to Mortgagee hereunder or under the Promissory Note or at law and in equity, may make advances or payments toward performance or satisfaction of the same and all sums so advanced or paid in connection with any judicial or administrative investigation or proceedings relating thereto, including, without limitation, reasonable attorneys' fees, fines and other penalty payments, shall be at once repayable by Mortgagor and shall bear interest at the highest rate provided in the Promissory Note, from the date the same shall become due and payable until the date paid and all sums so advanced or paid, with interest as aforesaid, shall become a part of the indebtedness secured hereby.

Mortgagor agrees to indemnify, defend and hold Mortgagee harmless against and from any loss, liability or expense (including but not limited to reasonable attorneys' fees) arising out of any Environmental Liability relating to the property. As used herein, "Liability" shall mean any claim, demand, obligation, cause of action, accusation, allegation, order, violation, damage, injury, judgment, penalty or fine, cost of enforcement, cost of remedial action, or any other cost or expense whatsoever, including but not limited to reasonable attorneys' fees and disbursements, resulting from the violation or alleged violation of any Environmental Law or from any Enforcement or Remedial Action (as hereinafter defined), but excluding any violation or alleged violation, or Enforcement or Remedial Action with respect to Hazardous Materials or substances deposited on the property or negligently dealt with by the Mortgagee or any other party (excluding the Mortgagor) subsequent to the date (i) Mortgagee or any other party acquires the property at foreclosure, by deed in lieu or otherwise, or (ii) Mortgagee or some other party claiming by or through Mortgagee has taken possession of the property.

As used herein:

(a) The term "Hazardous Materials" means any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §6901 et seq. ("CERCLA")) or any regulations promulgated under CERCLA, (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §6901 et seq.) ("RCRA"), or any regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (iv) gasoline,

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diesel fuel or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials in any form, whether friable or non-friable; (vi) poly-chlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Laws (as hereinafter defined) or the common law or any other applicable laws relating to the property. "Hazardous Materials" shall include, without limitation, any substance, the presence of which on the property, (A) requires reporting, investigation or remediation under Environmental Laws; (B) causes or threatens to cause a nuisance on the property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the property or adjacent property; or (C) which, if it emanated or migrated from the property, could constitute a trespass.

(b) The term "Environmental Laws" shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders and decrees, now or hereafter enacted, promulgated or amended of the United States of America, the states, the counties, the cities or any other political subdivisions in which the property is located, or any other political subdivision, agency or instrumentality exercising jurisdiction over the property, the owner of the property or the use of the property, relating to pollution, the protection or regulation of human health, natural resources or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals or industrial toxic or hazardous substances or waste or Hazardous Materials into the environment (including without limitation, ambient air, surface water, ground water or land or soil).

(c) The term "Enforcement or Remedial Action" shall mean any step taken by any person or entity to enforce compliance with or to collect or impose penalties, fines, or other sanctions provided by any Environmental Law.

The obligations of Mortgagor under this Paragraph shall survive any foreclosure hereof or any conveyance of the property in lieu of such foreclosure, and any release of this instrument.

17. Maximum indebtedness. This Mortgage secures future advancements and obligations up to a maximum of FIVE HUNDRED FORTY SIX THOUSAND DOLLARS (\$546,000.00) and all future modifications, extension and renewals of any indebtedness obligation secured by this Mortgage; provided, however, in no event shall Mortgagee be obligated to advance funds in excess of the face amount of the Promissory Note.

18. If any term or provision of this Mortgage is illegal or unenforceable, it will be severable from the remaining provisions of this Mortgage, and all remaining provisions of this Mortgage will remain in full force and effect.

19. This Mortgage and the Promissory Note referred to herein shall be made under the laws of the State of Illinois and shall be governed and construed by the laws of that state.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

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Executed at Chicago, Illinois on November 19th, 2014

BETHEL EVANGELICAL LUTHERAN CHURCH

By: Neil Bullock
President

Print name: Neil Bullock

By: Valora K Starr

Print name and title: Valora K Starr vice president

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF)

I, Lillian Acuna, a Notary Public in and for said County in the State aforesaid do hereby certify that Neil Bullock, the President of BETHEL EVANGELICAL LUTHERAN CHURCH and Valora K. Starr, the Vice President of BETHEL EVANGELICAL LUTHERAN CHURCH, all personally known to me to be the same persons whose names are subscribed to the foregoing Mortgage as such respective church officials, appeared before me this day in person and acknowledged that they signed and delivered such instrument as their free and voluntary acts and the voluntary act of said church, all for the uses and purpose set forth therein.

Given under my hand and notarial seal on November 19th, 2014.

Lillian Acuna
Notary Public

My Commission Expires: 11-27-16

THIS INSTRUMENT WAS PREPARED BY
Frank Patton, Jr., attorney
Patton, Eakins, Lipsett, Martin & Savage
488 Madison Avenue, Suite 1120
New York, New York 10022



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EXHIBIT A – LEGAL DESCRIPTION OF REAL PROPERTY

PARCEL 1:

LOTS 6, 7, 8 AND 9 IN THE RESUBDIVISION OF THE NORTH 1/2 OF BLOCK 30 IN THE SUBDIVISION OF THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1, 2 AND 3 IN HOFFMAN'S SUBDIVISION OF LOTS 1 TO 5 INCLUSIVE IN RESUBDIVISION OF THE NORTH 1/2 OF BLOCK 30 IN SUBDIVISION OF THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Note: For informational purposes only, the land is known as:

130 N. Keeler Ave and 128 N. Keeler, 4211 W. West End & 4215 W. West End, 4221 W. West End, Chicago, IL 60624