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Illinois Anti-Predatory Lending Database **Program** けるけっ-3ラー ゴン Certificate of Exemption



Report Mortgage Fraud 844-768-1713

Doc#. 1900747022 Fee: \$58.00

Edward M. Moody

Cook County Recorder of Deeds Date: 01/07/2019 10:44 AM Pg: 1 of 6

The property identified as:

PIN: 29-21-400-024-0000

Address:

Street:

345 TAFT DRIVE

Street line 2:

City: SOUTH HOLLAND

Lender: NATO INVESTMENTS LLC

Borrower: GENESIS COMMUNITY CHURCH INC.

Loan / Mortgage Amount: \$32,000.00

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

Certificate number: A10C1EED-C4D5-4DA0-8572-C8300B151826

Execution date: 12/28/2018

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#### Contemporaneous and After Acquired Property Mortgage

THIS Contemporaneous and After Acquired Property Mortgage (the "Mortgage") is made and entered on December 28, 2018 by and between Genesis Community Church Inc., (the "Mortgagor") of 310 East 137th Street, Chicago, Illinois 60827 and NATO Investments LLC, (the "Mortgagee") of 9445 Indianapolis Boulevard, Unit 1042, Highland, Indiana 46322 which term includes any holder of this Mortgage, to secure the payment of the PRINCIPAL SUM of (\$32,000) together with interest thereon computed on the outstanding balance, as provided in this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of this Mortgage.

IN CONSIDERATION OF the loan made by Mortgagee to Mortgagor and for the purpose expressed above, the Mortgagor does hereby grant and convey to Mortgagee, with MORTGAGE COVENAMIS, the following described property (the "Property") situated at 345 Taft Drive, Village of South Holland, County of Cook, in the State of Illinois, with the following legal description:

THE NORTH 346.00 FEET (EXCEPT THE EAST 330 FEET THEREOF) OF LOT 14 IN SOUTH HOLLAND INDUSTRIAL PARK FIRST ADDITION, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 29-21-400-024-0000

Genesis Community Church Inc. (hereinafter "the Mortgagor"; in consideration of Ten Dollars (\$10) and for other good and valuable consideration paid in hand, the receipt and sufficiency whereof is hereby acknowledged, by and from NATC Investments LLC located at: 9445 Indianapolis Boulevard, Unit 1042, Highland, Indiana 40322 and/or its assigns (hereinafter "the Mortgagee and/or its assigns and/or its assigns"), and in order to secure the punctual payment and performance when due of all obligations contained within a Promissory Note dated December 28, 2018 in the amount of THIRTY TWO THOUSAND DOLLARS (\$32,000) and payable ONE (1) year from the date of the Promissory Note (hereinafter "the Note"), the Mortgagor has bargained, sold, allened, mortgaged, pledged, release, conveyed and confirmed unto Mortgagee and/or its assigns and/or its assigns successors a security interest in and to, all of Mortgagor's right, title and interest in, to and under all of the following described property (hereinafter the "Mortgaged Premises") and the proceeds thereof, to-wit:

Mortgagor Initials \_\_\_\_\_\_\_\_

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All of the Mortgagors rights, title, interest, privileges and franchises in and to all other property, real, personal or mixed, of every kind and description and wheresoever situated, now owned or which may be hereafter acquired by the Mortgagor, it being the intention hereof that all property, interest, rights, privileges and franchises now owned by the Mortgagor or acquired by the Mortgagor after the date hereof shall be as fully embraced within and subjected to a lien hereof as if such property were specifically described herein together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with such property and all the rents, issues, income and profits thereof.

The Mortgager (jointly and severally) covenants and agrees with the Mortgagee and/or its assigns and/or its assigns that:

- 1. Payment of Indept dness. The Mortgagor shall pay when due all the indebtedness secured by this Mortgage, on the dates and in the amounts, respectively, as provided in the Note or in this mortgage, without relief from valuation and appraisement laws, and with attorneys' fees, court cost and collection cost.
- 2. Mortgagor and Mortgage. The commitments undertaken herein by the undersigned are both joint and several. That is to say any and all of the property as described above now owned or which may be hereafter acquired by any and all of the undersigned either individually or jointly shall be attached by a mortgage in favor of the Mortgagee and/or its assigns in order to secure the punctual payment and performance of the above reference Promissory Note and any obligations as described below in the Dragnet paragraph.
- **3. No Liens.** The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part to ereof for more than 45 days after receiving notice thereof from the local government and/or Mortgagee and/or its assigns.
- 4. Repair of Mortgaged Premises; Insurance. The Mortgagor shall keer all Mortgaged Premises in good repair and shalt not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance through insurance companies against loss, damage to, or destruction of any and all Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee and/or its assigns may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and/or its assigns and the Mortgagor as their respective interests may appear. In the event of loss, damage to, or destruction of the Mortgaged Premises and at the sole option of the Mortgagee and/or its assigns, the Mortgagee and/or its assigns may elect to apply any insurance proceeds towards the payment of the indebtedness and the Mortgagor shall execute any and all documents necessary for this purpose.

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Mortgagor	Initials	

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- **5. Taxes and Assessments.** The Mortgagor shall pay all taxes or assessments levied or assessed against all Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue except for the property taxes due prior to December 28, 2018 which the Mortgagor will resolve in a timely manner.
- 6. Advancements to Protect Security. The Mortgagee and/or its assigns may at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee and/or its assigns shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of NINE POINT NINE PER CENTUM (9%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses, and attorney's fees incurred by the Mortgagee and/or its assigns in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.
- 7. Default by Mortgagor; Remedies of Mortgagee and/or its assigns. Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgagor Premises, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, except if said trustee or receiver is appointed in any bar kruptcy action, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee and or its assigns, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee and/or its assigns may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due. Further, upon a default by the Mortgagor as described above or upon the mortgage being foreclosed and in either case at the sole option of the Mortgagee and/or its assigns, Mortgagor agrees to the appointment of a receiver.
- 8. Non-Waiver; Remedies Cumulative. No delay by the Mortgagee and/or its assigns in the exercise of any of his rights hereunder shall preclude this exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee and/or its assigns to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee and/or its assigns may enforce any one or more of his rights or remedies hereunder successively or concurrently.
- 9. Extension; Reductions; Renewal; Continued Liability of Mortgagor. The Mortgagee and/or its assigns at his option, may extend the time for the payment of indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefore, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No extension, reduction or renewal shall affect the priority of this mortgage or impair the

Mortgagor Initials \_\_\_\_\_\_

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security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee and/or its assigns.

- 10. Dragnet. In addition to securing the aforesaid Note, it is the intention of the parties that the security of this Mortgage shall also operate upon pre-existing or subsequently created indebtedness not specifically described in this Mortgage and that this Mortgage shall secure the payment of any other liabilities joint, several, direct, indirect, or otherwise, that all of the undersigned or any of them may at any time owe to the Mortgagee and/or its assigns under the same terms and conditions as contained herein. This Mortgage shall secure any such indebtedness up to the maximum amount of thirty-two thousand dollars (\$32,000).
- 11. General Agreement of Parties. All rights and obligation hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The littles of the several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.
- 12. Authority to Execute. The undersigned person(s) executing the mortgage on behalf of Mortgagor represent and certify that they have been fully empowered by the appropriate authorities to execute and deliver the Mortgage and all necessary action for the making of such mortgage has been taken and done.
- 15. Severability. If any clause, or portion of a clause, in this Agreement is considered invalid or unenforceable under the rule of law, it shall not have an effect on any other clause in this Agreement. If it possible, any unenforceable or invalid clause in this Agreement shall be modified to show the original intention of the parties.

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Mortgagor Initials \_\_\_\_\_\_\_

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Signature of Lender I AFFIRM UNDER THE PENALTIES FOR PERJUY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. Print Name and Title P.O BOX 278385 Chicago IL 60827 STATE OF COUNTY OF ( I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Theodore Jackson personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes herein set forth. Given under my and official seal this \_\_\_\_\_\_ day of ANTHONY S. CHIONG Notary Public Notary Public, State of Illinois My Commission Expires 07/19/2019 \$

Borrower Initials

Prepared by: | Mail fo NATO Investments LLC

Highland, Indiana 46322

9445 Indianapolis Boulevard, Unit 1042,