OR RECORDER'S OFFICE BOX NO

88250013

	THIS INDENTURE, made JULL 8 1988, between	
•	La Iglesia del Pacto Evangelico de Albany Park, of 4516 N. Kedzie, Chicago, IL 60625	
	herein referred to as "Mortgagors," and National Covenant Properties, an Illinois not-for-profit	88250013
	Corporation, of 5101 N. Francisco, Chicago,	
	(CITY) 151ATE 60 6 2.5 herein referred to as "Mortgagee," witnesseth:	Above Space For Recorder's Use Only
-	IHAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the inst. One. Hundred Twenty-Five Thousand and No/100-(\$125,000.00), payable to the order of and delivered to the Mortgagee, in and sum and interest at the rate and in installments as provided in said note, with a final payment of the mortgagee, and all of said principal and interest are made payable at such place as the holders of the of such appointment, then at the fifty e of the Mortgagee at 5101 N. Francis	by which note the Mortgagors promise to pay the said principal the balance due on the days demand, note may, from time to time, in writing appoint, and in absence see Avenue, Chicago, II, 60625.
	NOW, THEREFORE, the Mortgage is to secure the payment of the said principal sum of n and funitations of this mortgage, and the proformance of the covenants and agreements here consideration of the sum of One Dollar in Low paid, the receipt whereof is hereby acknowledge Mortgagee, and the Mortgagee's successors a classigns, the following described Real Estate and and being in the CLEY OF CHICAGO COUNTY OF CO	or continued by the Mottonomy, to be Deficiency, and also in
	Lot 16 in Block 7 in Northwest Land Associated East 1/2 of the North East 1/4 of Section 1 Range 13 East of the Third Principal Meridi 665.6 feet thereof and except the Northwest yards and right of way) according to the plan 1906 as Document 3874151, in Cock County, I	14, Township 40 North, Lan, (except the South Lern Elevated Railroad Lt thereof recorded Jun 6,
	which, with the property hereinafter described, is reletted to betein as the "premise"	1300
	Permanent Real Estate Index Number(s): 13-14-220-027	
	Address(es) of Real Estate 4516 N. Kedzie Avenue, Chica	Igo, IL 60625
		C'/
	IOGE HIFR with all improvements, tenements, easements, bistures, and appurtenances thong and during all such times as Mortgagots may be entitled thereto (which are pledged primarily all apparatios, equipment or articles now or hereafter therem or thereon used to supply heat, gossingle units or centrally controlled), and ventilation, including (without restricting the foregoing), mador beds, awnings, stoves and water heaters. All of the foregoing are declared to bornot, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the period considered as constituting part of the real estate.  10 HAVE AND 10 HOLD the premises unto the Mortgagee, and the Mortgagee's successive therein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption the Mortgagors do hereby expressly release and wave.	y and on a perior, such said real estate and flot secondarily) and a, air conditioning, water, light, power, relingeration (whether ig), screens, what is wealables, storm doors and windows, thour ear part of said real estate whether physically attached thereto premises by Mortgaya's or their successors or assigns shall be ssors and assigns, forever, for the purposes, and upon the uses
	The name of a record owner is  This mortgage consists of two pages. The covenants, conditions and provisions appearing a herein by reference and are a part hereof and shall be blinding on Mortgagors, their heirs, success	
	Witness the hand and scale of Mortgagors the day and year first above written	
		La Iglesia del Pacto (Scal) Evangelico de Albany Park
	TYPE NAME(S)  SELOW  (Seal)  E	By: de fire & Section
	SIGNATURE(S) Ar	ad of Leeffe
~	APPLICATE STATE APPLICATION	Bonfonte and Fernando Morales  subscribed to the foregoing instrument.
1 11 ~	#Dominission Expires supproged before me this day in person, and acknowledged that their free and voluntary act, for the uses and purposition of homestead.	h EX signed, sealed and delivered the said instrument as oses therein set forth, including the release and waiver of the
	Commission exputes APLE 11 1922	helda Sandrettey 1988
	This instrument was prepared by Cynthia L. Jensen, 1625 Sherm	
	Mad this instrument to National Covenant Properties, 51	01 N. Francisco Avenue,
	Chicago	IL 60625
	/grtv,	(STATE) (ZIP CODE)

THE COVENANTS, CONDI-MORTGAGE):

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be 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 on the premises superior to the lien hereof, and upon 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) making no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors 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 therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of 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 Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors 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 the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability in our ed by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided it said note.
- 6. Mortgagors shall keer all buildings and improvements now or hereafter situated on said premises insured against loss or 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 attached to each policy, and shall driver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver releval policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Morigagee may, but need not, make any payment or perform any act hereinbefore required of Morigagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, completies or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premise; or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connectio, therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereof at the highest rate now permitted by Illinois law. 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 Mortgagors.
- 8. The Mortgagee making any payment hereby authorized 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, sale, forfeiture, tax lien or tide or claim thereof.
- 9. Mortgagors 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 Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note 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 or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 10. When the indebtedness hereby secured 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 expenditures and expenses which may be paid or incurred by a on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expenses which may be paid or incurred by a on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expense which may be paid or incurred by a betall to be expended after entry of the decree) of procuring all such abstracts a fitle, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as no taggee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had aursu into such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragram mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the aighest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate at a bankruptcy proceedings, to which the Mortgage shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or no 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 visic 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. For the any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which sucl. Implaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the primises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such acciver 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 a deficiency, during the full slatutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, 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 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 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 Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments 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 therefor, 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 recourse against all such persons 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 Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" 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 or 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.

## UNOFFICIAL COPY

## RIDER ATTACHED TO AND MADE A PART OF MORTGAGE BETWEEN IGLESIA DEL PACTO EVANGELICO DE ALBANY PARK, MORTGAGOR, AND NATIONAL COVENANT PROPERTIES, MORTGAGEE

- 1. Where the terms of this Rider and the Mortgage conflict, the Rider shall control.
- 2. Transfer of the Property. If all or any part of the Property or any interest in 30 sold or transferred without National Covenant Properties' prior written consent, National Covenant Properties may, at its option, require immediate payment in full of all sums secured by this mortgage or trust deed. If National Covenant Properties exercises this option, National Covenant Properties shall give Debtor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Debtor must pay all sums secured by this mortgage or trust deed. If Debtor fails to pay these sums prior to the expirition of this period, National Covenant Properties may invoke any remedies permitted without further notice or demand on Debtor.
- 3. Debtor shall have the right to prepay the note secured hereby in whole or in part at any time without occities. Prepayments shall first be applied to the interest due, and then to the remaining principal.
- 4. The above terms which are incorporated into the Mortgage referenced above are agreed to and accepted by the undersigned.

LA ICLESIA DEL PACTO EVANGELICO

DEMERANY PARK

By:

And:

And: