

UNOFFICIAL COPY

89142634 MOUNT PROSPECT

Mortgage

Loan No. 12-45867-56

(Corporate Form)

THIS INDENTURE WITNESSETH: That the undersigned, **CHRISTIAN LIFE CHURCH**,
~~A NOT-FOR-PROFIT CORPORATION~~
a corporation organized and existing under the laws of the **STATE OF ILLINOIS**
hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

CRAGIN FEDERAL BANK FOR SAVINGS
a corporation organized and existing under the laws of the **UNITED STATES OF AMERICA**
hereinafter referred to as the Mortgagee, the following real estate in the County of **COOK**
in the State of **ILLINOIS**, to wit:

UNIT NUMBER 201 AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF
REAL ESTATE (HEREINAFTER REFERRED TO AS 'PARCEL'): A PART OF LOT 1 IN PLEASANT
RUN SUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND THE SOUTHEAST
1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,
WHICH SAID SURVEY IS ATTACHED AS EXHIBIT 'A' TO A CERTAIN DECLARATION OF CONDOMINIUM
OWNERSHIP MADE BY GLENVIEW STATE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED
FEBRUARY 14, 1972, KNOWN AS TRUST NO. 815 AND RECORDED IN THE OFFICE OF THE COOK
COUNTY RECORDER OF DEEDS AS DOCUMENT NUMBER 22193723 AND AS AMENDED FROM TIME TO TIME
TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET
FORTH IN SAID DECLARATION AS AMENDED FROM TIME TO TIME WHICH PERCENTAGE SHALL
AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED OF
RECORD PURSUANT TO SAID DECLARATION AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS
SUCH AMENDED DECLARATIONS ARE FILED OF RECORD IN THE PERCENTAGES SET FORTH IN SUCH
AMENDED DECLARATIONS, WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED
EFFECTIVE ON THE RECORDING OF EACH SUCH AMENDED DECLARATIONS AS THOUGH CONVEYED HEREBY,
IN COOK COUNTY, ILLINOIS.

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS
AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS
FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFORESAID DECLARATION OF CONDOMINIUM.
THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF
SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

PERMANENT TAX NUMBER: 03-15-200-015-1015

1205 Pleasant Run Unit 201
Wheaton, IL 60090

(3) any advances made by the Mortgagee to the Mortgagor or its successor in title, for any purpose, at any time before the full cancellation of
this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in
excess of **FORTY-TWO THOUSAND AND NO /100** Dollars (\$ **42000.00**), provided that nothing herein contained shall be considered as limiting the amounts that shall be incurred hereby when advanced to protect the security or in
accordance with covenants contained in the Mortgage;

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A. (1) To pay said indebtedness and the interest thereon, as herein and in said note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, sewer service charges, and condominium assessments against said property (including those heretofore due), and to furnish Mortgagor, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against; and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the

89142634
Mount Prospect Office

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Box 403

MORTGAGE

CHRISTIAN LIFE CHURCH
A NOT-FOR-PROFIT CORPORATION

to

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:
1205 PLEASANT RUN DRIVE #201
WHEELING, ILLINOIS 60090

Loan No. 12-45867-56

\$18.00 MAIL

COOK COUNTY RECORDER

#6/18 # 5 * -89-1-42634
T#1444 TRAN 6186 63/31/89 15:18:00
\$18.25

89142634

Box 403

MORTGAGE

CHRISTIAN LIFE CHURCH
A NOT-FOR-PROFIT CORPORATION

to

CHAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:
1205 PLEASANT RUN DRIVE #201
WHEELING, ILLINOIS 60090

Loan No. 12-45867-56

\$19.00 MAIL

DEPT-01 \$18.25
T#4444 TRAN 6186 03/31/69 15:18:00
#718 # D *-89-142634
COOK COUNTY RECORDER

89142634

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFORESAID DECLARATION OF CONDOMINIUM.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

PERMANENT TAX NUMBER: 03-15-200-015-1015

1205 Pleasant Run Unit 201
Wheeling, IL 60090

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Each of the following sections contains a copy of a provision from the Standard Form of Contract for the sale of farm property. Each provision is preceded by a brief note explaining its purpose. The notes are numbered 1 through 14 in the order in which the provisions appear in the form. In the notes, "the party," "seller," and "buyer" refer to the party holding the copy of the form, unless otherwise indicated. "Broker" refers to the person or entity who negotiated the sale.

1. All descriptions, terms, and conditions of sale contained in any agreement to be made or any instrument relating thereto shall be made part of the contract.

2. If either the seller or buyer has any objection to any part of this contract, he may object in writing to the other party at any time before acceptance or delivery of the property, and the other party may accept or reject the objection within ten days after receipt of notice. If the other party accepts the objection, the contract is rejected.

If the other party rejects the objection, the contract continues in full force and effect.

3. The broker, except in so far as his compensation is based upon a commission charged by the seller, shall receive no compensation for his services.

4. The buyer shall make payment of any amount due on account of the purchase of the property as follows:

(a) At least one-half of the amount due on account of the purchase price, within ten days after acceptance of this contract.

(b) One-half of the amount due on account of the purchase price, within ten days after acceptance of this contract, if the seller fails to complete the sale, or if the seller refuses to sell the property, or if the seller fails to deliver the property, or if the seller fails to meet any condition of this contract, or if the seller fails to pay any amount due on account of the purchase price, or if the seller fails to perform any other obligation under this contract.

(c) The balance due on account of the purchase price, within ten days after acceptance of this contract, if the seller fails to complete the sale, or if the seller refuses to sell the property, or if the seller fails to deliver the property, or if the seller fails to meet any condition of this contract, or if the seller fails to pay any amount due on account of the purchase price, or if the seller fails to perform any other obligation under this contract.

5. The seller shall receive payment of the purchase price as follows:

(a) One-half of the amount due on account of the purchase price, within ten days after acceptance of this contract, if the seller fails to complete the sale, or if the seller refuses to sell the property, or if the seller fails to deliver the property, or if the seller fails to meet any condition of this contract, or if the seller fails to pay any amount due on account of the purchase price, or if the seller fails to perform any other obligation under this contract.

(b) One-half of the amount due on account of the purchase price, within ten days after acceptance of this contract, if the seller fails to complete the sale, or if the seller refuses to sell the property, or if the seller fails to deliver the property, or if the seller fails to meet any condition of this contract, or if the seller fails to pay any amount due on account of the purchase price, or if the seller fails to perform any other obligation under this contract.

6. The buyer shall receive payment of the purchase price as follows:

(a) One-half of the amount due on account of the purchase price, within ten days after acceptance of this contract, if the seller fails to complete the sale, or if the seller refuses to sell the property, or if the seller fails to deliver the property, or if the seller fails to meet any condition of this contract, or if the seller fails to pay any amount due on account of the purchase price, or if the seller fails to perform any other obligation under this contract.

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statutory period during which it may be used, shall not, however, pass the discretion of the court at any time to refuse to take or to abandon possession of said premises without affecting the lien thereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

K. That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether he be a decree therefor in personam or not; and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment of entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof.

L. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall therewith in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context herein requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee, and that the powers herein mentioned may be exercised as often as occasion therefor arises.

The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure or this mortgage.

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be signed by its _____ President, and its corporate seal to be hereunto affixed and attested by its _____ Secretary, this _____ 2ND _____ day of _____ MARCH _____ A.D. 19 89, pursuant to authority given by resolution duly passed by the Board of Directors of said Corporation.

ATTEST: _____ Harry Schmidt _____
Secretary

CHRISTIAN LIFE CHURCH
A NOT-FOR-PROFIT CORPORATION
By _____ Daryl Merrill _____
President

STATE OF _____ ILLINOIS _____
COUNTY OF _____ COOK _____

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT DARYL MERRILL personally known to me to be the _____ President of CHRISTIAN LIFE CHURCH A NOT-FOR-PROFIT CORPORATION a corporation, and Harry Schmidt personally known to me to be the _____ Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered the said instrument as such officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation at 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 Notarial Seal, this _____ 2ND _____ day of _____ MARCH _____ A.D. 19 89.

Patricia K. Taylor
Notary Public

MY COMMISSION EXPIRES _____ 8-28-89

THIS INSTRUMENT WAS PREPARED BY _____ RICHARD J. JAHNS _____
OF _____ Cragin Federal Bank for Savings _____ ASSOCIATION _____
5133 West Fullerton Avenue, Chicago, Illinois 60639

MAIL
TO

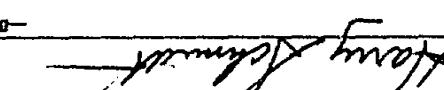
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SAC Schedule and Form
42500-9

CONDOMINIUM RIDER - I TO A FAMILY - 6/75 - FNUA/FLMC UNIFORM INSTRUMENT

63142634

—Dorower

—Borower

A NOT-FOR-PURCHASE DOCUMENT
CHRISTIAN LIFE CHURCH

ATTEST:

BY:

In Witness Whereof, Borower has executed this Condominium Rider.

D. Remedies. If Borrower breaches this Condominium Rider under the terms of this Condominium Rider, Lender may invoke any remedies provided under the security instrument, including but not limited to, the Condominium Coverage - I.O.

(iii) the cancellation of any interest or ownership in the Condominium Project, including professional managing agreements and would change the composition of the unit owners in the Condominium Project; or

(ii) any material amendment to the declaration, by-laws or code of regulations of the Owners Association, or eminence domain;

(i) the abandonment of the Condominium Project or consent to a taking by Condominium or corporation consent, partition or subdivision the Property except for Lender's and with Lender's prior written

C. Lender, Father Conant, Borrower shall not, except under notice to Lender and with Lender's prior written

and shall be paid to Lender for application to the same, received by the accuracy instruments, with the excess, if any, and property, whether to the unit or to common interests, and such proceeds payable to Borrower are hereby assigned in the event of a distribution pursuant to a declaration or regulation following a loss to Lender promptly in such hazard insurance coverage,

Lender will be liable to Borrower for application to the same, received by the accuracy instruments, with the excess, if any, and shall be paid to Lender for application to the same, received by the accuracy instruments, with the excess, if any, and property, whether to the unit or to common interests, and such proceeds payable to Borrower are hereby assigned in the event of a distribution pursuant to a declaration or regulation following a loss to Lender promptly in such hazard insurance coverage,

(iii) the provisions in Article III concerning application of hazard insurance proceeds shall be superseded by any provisions of the Condominium Coverage, except of regulations or other constitutional documents of the Condominium Project or applicable law, to maintain hazard insurance coverage on the

(ii) Borrower's obligation under Article III of the Condominium Coverage to maintain hazard insurance coverage on the premium of the premium insurance coverage on the property is deemed satisfied as of the date of one-twelfth

(i) Lender, who via the provision in Article III of the Condominium Coverage for the monthly payment to Lender of one-twelfth

regardless of the premium insurance coverage, and in such amounts and for such periods as Lender may coverage, and such other hazards as Lender may provide, and in such amounts and for such periods as Lender may

B. Hazard insurance, so long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term

A. Assessments, by laws, code of regulations of the Condominium Project or other constitutional documents of the declaration, or other assessments ("herein "Owning Association"), pursuant to the provisions of the

Condominium Coverage held by the Condominium Project, when due, will assessments imposed by the Owners Association.

Borrower and Lender further agree as follows:

Condominium Covenants. In addition to the covenants and agreements made in the accuracy instruments,

..... ("herein "Condominium Project"). Name of Condominium Project

The Project comprises a unit in, together with an undivided interest in the common elements of a Condominium

Project known as FLATSPAN, BLDG #291, WHEELING, ILLINOIS, 60090, Property Address

located at, 1205, FLATSPAN, BLDG #291, WHEELING, ILLINOIS, 60090, (herein "Lender") and covering the property described in the accuracy instrument and

"Borrower") to secure Borrower's Note to, CRAGIN FEDERAL BANK FOR SAVINGS, (herein

to Secure Debts ("herein "accuracy instrument") dated of even date herewith, given by the undersigned (herein

1989, and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed

This Condominium Rider is made this day of MARCH

CONDOMINIUM RIDER

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Property of Cook County Clerk's Office

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ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this .2ND. day of . . . MARCH . . . , 19.89 . . . , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to . . . CRAGIN FEDERAL BANK FOR SAVINGS . . . (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at .1205 PLEASANT RUN DRIVE #201, WHEELING, ILLINOIS 60090 . . .

Property Address

Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an "Initial Interest Rate" of .8.00%. The Note interest rate may be increased or decreased on the 1ST. day of the month beginning on . . APRIL .01 . . . , 19.90 . . . and on that day of the month every 12 months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: [Check one box to indicate Index.]

(1) * Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders' published by the Federal Home Loan Bank Board.

(2) ** SEVENTH DISTRICT COST OF FUNDS, FEDERAL HOME LOAN BANK BOARD.

[Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.]

(1) There is no maximum limit on changes in the interest rate at any Change Date.

(2) The interest rate cannot be changed by more than . . 2 . percentage points at any Change Date.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph F. & G. of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph F. & G. of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph F. & G.

By signing this, Borrower agrees to all of the above.

CHRISTIAN LIFE CHURCH

A NOT-FOR-PROFIT CORPORATION

BY:  (Seal)

—Borrower

ATTEST:  (Seal)

—Borrower

* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

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MOUNT PROSPECT

LOAN # 12-45867-56

ASSUMPTION RIDER TO MORTGAGE

DATED THE 2ND DAY OF MARCH, 1989 BETWEEN LENDER,

**CRAIG FEDERAL BANK FOR SAVINGS AND BORROWER,
CHRISTIAN LIFE CHURCH, A NOT-FOR-PROFIT CORPORATION**

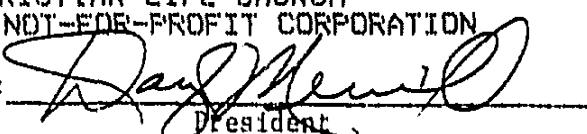
Notwithstanding anything to the contrary contained in the mortgage to which this Rider is attached, Lender and Borrower agree that the loan secured by the mortgage shall be assumable by a Third Party, hereinafter referred to as the transferee, only upon the express conditions as are hereinafter set forth.

1. Transferee completes and submits to Lender a completed application for a loan in the amount of the then outstanding principal balance and Transferee qualifies for a loan in the amount and otherwise complies with Lender's loan criteria.
2. The Lender may in its sole discretion assess to the Transferee a fee in the amount of not more than three percent (3%) of the outstanding principal balance of the loan for and in consideration of allowing Transferee to assume Borrower's loan.
3. Notwithstanding the foregoing, the Transferee and the property must qualify for a loan pursuant to Lender's standard underwriting criteria before Lender shall be obligated to permit assumption of the above described loan.
4. All of the other terms of the above described note and mortgage will remain in full force and effect.
5. The value of subject property must be at least as much at time of assumption as it was when loan was originally made. Such value is to be determined by taking the lesser of the purchase price (if applicable) or appraisal value. The appraised value shall be determined by Lender in its reasonable judgement and by an appraisal performed by an appraiser approved by Lender in its sole discretion. Lender, at its option, may require that the above mentioned appraisal be performed at Borrower's expense, irrespective of any other charges assessed by Lender.

IN WITNESS WHEREOF Borrower has executed this Rider the 2ND day of MARCH, 1989

CHRISTIAN LIFE CHURCH
A NOT-FOR-PROFIT CORPORATION

BY:



ATTEST: Harry Schmidt
Secretary

83142634