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M O R T G A G E

THIS MORTGAGE, made the 25th day of July , 1989, between St. Andrew Temple Church of God in Christ hereinafter called "Mortgagor" and National Enterprises, Inc. an Indiana corporation having its principal office in Lafayette, Indiana , hereinafter called "Mortgagee", WITNESSETH:

THAT, WHEREAS, the Mortgagor is justly indebted to the Mortgagee for money borrowed in the principal sum of Ninety Seven Thousand Five Hundred Dollars ($97,500.00), evidenced by one principal promissory note (hereinafter called the "note") bearing even date herewith, duly executed by Mortgagor and delivered to Mortgagee, and payable to the order of Mortgagee at the place designated therein, in the above stated principal sum and bearing interest on the unpaid balance of principal at the rate in said note provided, with a final payment on the note due

NOW, THEREFORE, the Mortgagor, for the purpose of securing the payment of said principal sum and said interest thereon, the performance of all of the covenants, undertakings and provisions herein contained by the Mortgagor to be performed, and the payment of any and all other existing and future indebtedness of Mortgagor to Mortgagee, and in further consideration of the sum of One Dollar ($1.00) in hand paid, the receipt of which is hereby acknowledged, does by these presents CONVEY, WARRANT AND MORTGAGE unto the Mortgagee and to its successors and assigns, forever, the following described real estate situated in Cook, County and State of Illinois described in Exhibit "A" attached hereto and made a part hereof.

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TOGETHER WITH all tenements, hereditaments and appurtenances thereunto belonging, and all rents, issues and profits thereof, which are hereby expressly pledged primarily on a parity with the property herein conveyed for the repayment of the moneys secured by this mortgage; and

TOGETHER WITH all the right, title and interest of the Mortgagor in and to all streets, roads and public places, opened or proposed, adjacent to said premises, and all easements and rights of way, public or private, now or hereafter used in connection with said premises; and

TOGETHER WITH all buildings, improvements and fixtures now or hereafter affixed to, placed upon or used in connection with the operation of said premises, all of which are covered by this mortgage. This provision shall be self-operative, but the Mortgagor will execute and deliver to the Mortgagee on demand, and hereby irrevocably appoints the Mortgagee the attorney-in-fact of the Mortgagor to execute and deliver such security agreements, financing statements and other instruments as the Mortgagee may require in order to impose the lien hereof more specifically, or a separate lien, upon any of such fixtures. If the lien of this mortgage on any fixtures be subject to a conditional bill of sale, chattel mortgage, or other security agreement covering such property, then in the event of any default hereunder all the right, title and interest of the Mortgagor in and to such property and any and all deposits are hereby assigned to the Mortgagee, together with the benefit of any payments now or hereafter made thereon; and

TOGETHER WITH all awards heretofore and hereafter made by reason of the taking by eminent domain of the whole or any part of said premises or of any right appurtenant thereto, including any awards or payments for the use and occupation and for change of grade of street, which awards are hereby assigned to the Mortgagee, which is hereby irrevocably authorized and appointed attorney-in-fact for the Mortgagor to collect and receive any such awards from the authorities making the same, to appear in any proceeding therefor, to give receipts and acquittances therefor, and to apply the same to payment on account of the debt secured hereby, whether then matured or not; and the Mortgagor will execute and deliver to the Mortgagee on demand

That part of the Northwest 1/4 of Section 21, Township 35 North, Range 13 East of the Third Principal Meridian bounded and described as follows:

Beginning at the point of intersection of the Northerly right-of-way line of the Dan Ryan Expressway West Leg (Interstate Route 57) as heretofore dedicated by Document 20002200, recorded November 23, 1966 (said right-of-way line being an arc of a circle convex to the Southeast and having a radius of 636.92 feet) with the East line of Cricket Hill Subdivision (being a Subdivision of part of the West 1/2 of the Northwest 1/4 of Section 21, Township 35 North, Range 13 East of the Third Principal Meridian, recorded November 15, 1971 as Document 21711420); Thence North 00°03'39" West on the last described line a distance of 1330.54 feet to a point on the South line of Cricket Hill First Addition (being a Subdivision of part of the Northwest 1/4 of Section 21, together with part of the South 1/2 of the Southwest 1/4 of Section 16, all in Township 35 North, Range 13 East of the Third Principal Meridian, recorded September 7, 1972 as Document 22042157); Thence North 89°56'21" East on the last described line a distance of 1154.85 feet to a point on the Easterly right-of-way line of the Dan Ryan Expressway West Leg (Interstate Route 57) aforedescribed: Thence (all the following courses being on the Northerly and Westerly right-of-way line of said Dan Ryan Expressway West Leg) South 00°09'40" East a distance of 137.10 feet to a point of curve; Thence Southwesterly on the arc of a circle convex to the Southeast and having a radius of 545.67 a distance of 432.76 feet to a point of tangency; Thence South 45°14'08" West a distance of 889.13 feet to a point of curve; Thence Southwesterly on the arc of a circle convex to the Southeast and having a radius of 636.92 a distance of 409.73 feet to the Point of Beginning, all in Cook County, Illinois.

EXHIBIT A

Premises to any party or parties at such rental and upon such terms as said Mortgagee shall, in its discretion, determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the leases and agreements, written or verbal, or other tenancy existing, or which may hereafter exist on the Mortgaged Premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Mortgagee would have upon taking possession thereof. Mortgagor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Mortgaged Premises for more than one installment in advance and that the payment of none of the rents to accrue for any portion of the said Mortgaged Premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by such Mortgagor. Mortgagor waives any rights of set off against any person in possession of any portion of the Mortgaged Premises. If any lease provides for the abatement of rent during repair of the Mortgaged Premises demised thereunder by reason of fire or other casualty, Mortgagor shall furnish to Mortgagee rental insurance, the policies to be in amount and form and written by such insurance companies as shall be satisfactory to Mortgagee. Mortgagor agrees that it will not assign any of the rents or profits of the Mortgaged Premises, except to a purchaser or grantee of the Mortgaged Premises.

Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the taking of actual possession of the Mortgaged Premises by Mortgagee. In the exercise of the powers herein granted Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagor.

Mortgagor does further agree to assign and transfer to Mortgagee all future leases upon all or any part of the Mortgaged Premises and to execute and deliver, at the request of Mortgagee, all such further assurances and assignments in the Mortgaged Premises as Mortgagee shall from time to time require.

Although it is the intention of the parties that the assignment contained in this paragraph shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by this paragraph until a default shall exist under this mortgage or the note secured hereby.

2. Mortgagor shall obtain and maintain or cause to be obtained and maintained in force during the life of this loan policies of insurance as follows:

(a) Insurance against loss or damage to the premises by fire and extended coverage and from such other perils as may be covered by a standard form of all risks insurance then in effect all in an amount sufficient to prevent any co-insurance provision from becoming effective, but in any event not less than the greater of the unpaid principal balance of the Note or 80% of the then full insurable replacement cost of the premises. Such insurance shall cover the interest of Mortgagee under standard form mortgage clause. For the purposes of determining the amount of insurance hereunder, Mortgagee may request a written appraisal furnished by the insurance company or insurance agent insuring the Mortgaged Premises, or an independent appraisal company, not more frequently than once every three years, and such appraisal shall be binding upon Mortgagee and Mortgagor. Mortgagor shall bear the expense, if any, of such appraisals.

(b) National Flood Insurance for the maximum amount applicable with standard form mortgagee clause in favor of Mortgagee if the Mortgaged Premises are situated in an area designated by HUD as having special flood hazards. If such insurance is not provided, Mortgagee shall provide a letter from an appropriate agent of the

National Flood Insurance Program, an architect or engineer stating that the Mortgaged Premises are not so situated.

(c) Rents insurance covering against the perils described in Paragraph (a) above in an amount sufficient to cover not less than the sum of six (6) months gross rental income from occupancy tenants. In any event the amount of such insurance shall be no less than the amount required to prevent any co-insurance provisions from becoming effective. Mortgagee shall be included as a loss payee in such insurance.

(d) Standard form of boiler and machinery insurance covering on a broad, blanket, replacement basis all low or high pressure steam boilers, and all objects of machinery or electrical apparatus having an installed replacement cost exceeding $25,000 each. The amount of boiler insurance shall not be less than $1,000,000. Mortgagee shall be covered by a standard form mortgagee clause attached to such policy. Rents loss shall be covered as specified in Paragraph (c) above.

(e) Comprehensive form of public liability insurance on an "occurrence" basis covering claims for bodily injury, death, property damage and so-called personal injuries occurring in the premises or elsewhere. Such insurance to include Mortgagee as an additional insured for its interest as a Lender.

(f) Garage liability insurance if there is any garage located on the premises which is not covered by the comprehensive form of public liability insurance described in Paragraph (e) above, and garagekeepers legal liability insurance, including, but not limited to, fire, explosion and theft in an amount sufficient to cover the maximum value of vehicles stored.

(g) Before any alcoholic or intoxicating liquor shall be brought upon, stored or offered for sale in any part of the Mortgaged premises, liquor liability insurance (including loss of means of support) against claims, damages or liabilities arising under the so-called Illinois Dram Shop Act or under similar law, statute or ordinance hereafter enacted by the State of Illinois or other governmental authority having jurisdiction for not less than the statutory limit of maximum liability from to time in effect or the amount reasonably required to be carried by Mortgagee, whichever is greater.

(h) All employees to be covered for statutory Illinois benefits under standard form Worker's Compensation and Employer's Liability Policy.

(i) Umbrella liability form of insurance on a so-called occurrence basis providing excess insurance over all primary liability policies and which provides additional liability coverages commonly associated with an umbrella form of liability policy. The limit of liability available to cover each claim occurrence shall not be less than $5,000,000.

(j) Such other insurance in such amounts as from time to time may be required by Mortgagee against insurable perils which at the time are commonly insured by first class, apartment buildings, situated or occupied in a manner similar to the Mortgaged Premises.

If by reason of changed economic conditions the coverages and amounts of public liability insurance (including liquor, garage and garage keepers' liability) referred to above become inadequate, Mortgagor agrees to increase the coverages and amounts of such insurance promptly upon Mortgagee's reasonable request. All policies of insurance to be furnished hereunder shall be in forms and from companies reasonably satisfactory to Mortgagee, with mortgagee clauses attached to all policies in favor of and in form satisfactory to Mortgagee, including a provision requiring that the coverage evidenced

thereby shall not be terminated or materially modified without thirty (30) days prior written notice to Mortgagee. Mortgagor shall deliver all policies, including additional and renewal policies, together with evidence of payment of premiums thereon, to Mortgagee, and in the case of insurance about to expire, shall deliver renewal policies and certificates, as appropriate, not less than thirty (30) days prior to their respective dates of expiration. Any insurance provided for in this Paragraph 2 may be effected by a policy or policies of blanket insurance, provided, however, that the amount of the total insurance allocated to the Mortgaged Premises shall be such as to furnish in protection the equivalent of separate policies in the amounts herein required, and provided further that in all other respects, any such policy or policies shall comply with the other provisions of this mortgage, except that no such policy shall be submitted to Mortgagee less than 30 days prior to expiration of an existing policy. In any such case it shall not be necessary to deliver the original copy of any such blanket policy to Mortgagee but Mortgagee shall be furnished with a certified copy or duplicate original of such policy. Each policy of property insurance provided for in ths Paragraph shall contain the standard waiver of subrogation.

3. The Mortgagor will not cause or permit any building or improvements upon the Mortgaged Premises to be removed, demolished or structurally altered, in whole or in part, or any fixture covered by this mortgage to be removed or destroyed, without the prior written consent of the Mortgagee. The Mortgagor will not abandon said Mortgaged Premises or cause or permit any waste to the buildings, improvements or fixtures covered by this Mortgage, and will at all times maintain them in all reasonably good condition, and will comply, and cause all occupants of said Mortgaged Premises to comply, with all laws and ordinances relating to the maintenance or use of said Mortgaged Premises and with all requirements, orders and notices of violation thereof issued by any governmental authority. The Mortgagor will pay all license fees and similar municipal charges for the use of vaults or other areas now or hereafter used in connection with said Mortgaged Premises, and will not, unless so required by any governmental agency having jurisdiction, discontinue such use without the prior written consent of the Mortgagee.

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4. The Mortgagor will promptly pay when due all taxes and assessments levied or assessed against the Mortgaged Premises, and all other public charges affecting said Mortgaged Premises.

5. In order to provide for the payment of all taxes and special assessments levied or assessed against the Mortgaged Premises, and for the payment of the premiums for all insurance policies relating thereto, the Mortgagor will deposit monthly with the Mortgagee a sum estimated by the Mortgagee from time to time to be equivalent to one-twelfth of such items. Such sums shall be held by the Mortgagee, without any allowance of interest, for application toward the payment of such items when due, but the Mortgagee shall not be under any obligation to ascertain the correctness of or to obtain any tax, special assessments or insurance bills, and the Mortgagee shall not incur any personal liability by reason of any non-payment thereof. The Mortgagor further agrees to deposit, upon demand, any deficiency in the aggregate of such monthly deposits in the event the tax, special assessment or insurance bills when issued shall be in excess thereof. In the event of a default in any of the provisions contained in this mortgage, or in the note which it secures, the Mortgagee may, at its option, without being required to do so, apply any moneys at the time on deposit on any of the Mortgagor's obligations herein or in the note contained, in such order and manner as the Mortgagee may elect. When the indebtedness hereby secured has been fully paid, any remaining deposits shall be paid by the Mortgagee to the then owner or owners of the Mortgaged Premises.

6. The Mortgagor will promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Mortgaged Premises which may become damaged or destroyed; keep said Mortgaged Premises free from mechanic's or other liens or claims for lien not expressly

subordinated to the lien hereof; and pay when due any indebtedness which may be secured by a lien or charge on the Mortgaged Premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee.

7. In case of default therein, the Mortgagee may, at its option, pay any delinquent taxes or assessments, or redeem the Mortgaged Premises from any tax sale or forfeiture, or purchase any tax title obtained thereon; make full or partial payments of principal or interest on prior encumbrances, if any; pay or compromise any and all suits or claims for liens by mechanics or materialmen or any other claims that may be made against the Mortgaged Premises; make repairs upon said Mortgaged Premises; and pay insurance premiums on policies covering said Mortgaged Premises; and the Mortgagor covenants to repay forthwith, without demand, all moneys paid for any such purpose, and all expenses paid or incurred in connection therewith, including attorneys' fees and court costs, and any other moneys advanced by the Mortgagee to protect the lien of this mortgage, with interest thereon at the rate of twelve per cent (12%) per annum, and all such moneys shall, if not otherwise repaid, become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage and be paid out of the rents, issues and profits of the Mortgaged Premises, or out of the proceeds of sale of said Mortgaged Premises; and it shall not be obligatory upon the Mortgagee to inquire into the validity of any tax deed, taxes or assessments, or of sales or forfeitures therefor, claims of lien of mechanics or materialmen or other liens or claims affecting the Mortgaged Premises, before advancing money in that behalf, as herein authorized. The Mortgagee shall be subrogated to all the rights, equities and liens discharged by any such advance or expenditure. Nothing herein contained shall be construed as requiring the Mortgagee to advance or expend any moneys for any of the aforesaid purposes, nor shall any such payment or advancement be construed so as to in any way limit or impair the right of the Mortgagee to avail itself of such default by taking such action at law or in equity as it may deem necessary or advisable to enforce the security hereby given it.

8. If at any time the then existing use or occupancy of the Mortgaged Premises shall, pursuant to any zoning or other law, ordinance or regulation, be permitted only so long as such use or occupancy shall continue, the Mortgagor will not cause or permit such use or occupancy to be discontinued without the prior written consent of the Mortgagee.

9. The Mortgagor, within 3 days upon request in person or within 10 days upon request by mail, will furnish a duly acknowledged written statement setting forth the amount of the debt secured by this mortgage, and stating either that no offsets or defenses exist against the mortgage debt, or, if such offsets or defenses are alleged to exist, the nature thereof.

10. Notice and demand or request may be made in writing and may be served in person or by mail.

11. If at any time any of the buildings, improvements or fixtures now or hereafter located upon the Mortgaged Premises be unprotected or unguarded or be vacant or deserted, the Mortgagee may, at its option, employ watchmen for the Mortgaged Premises and may expend any moneys deemed by it necessary to protect such Mortgaged Premises and the buildings, improvements and fixtures thereon from waste, depreciation or injury, and the amount of any moneys expended for such purposes, with interest from the time of payment at the rate of twelve per cent (12%) per annum, shall be due from and payable by the Mortgagor to the Mortgagee on demand, and shall be added to the indebtedness and be secured by this mortgage.

12. The Mortgagor will not, without the prior written consent of the Mortgagee, assign the rents, or any part thereof, from the Mortgaged Premises; or consent to the cancellation or surrender of, or accept prepayment of rents under any lease and/or sublease covering

the Mortgaged Premises or any part thereof; or modify any such lease or sublease so as to shorten the term, decrease the rent, accelerate the payment of rent or change the terms of any renewal option; and any such purported cancellation, surrender, prepayment or modification made without the written consent of the Mortgagee shall be void as against the Mortgagee.

13. The Mortgagor will maintain full and correct books and records showing in detail the earnings and expenses of the Mortgaged Premises; will permit the Mortgagee and its representatives to examine said books and records and all supporting vouchers and data at any time and from time to time upon request by the Mortgagee at the Mortgaged Premises or at such other place in the city and county in which the Mortgaged Premises are located as such books and records are customarily kept; and at any time and from time to time will furnish to the Mortgagee at its request a statement showing in detail all such earnings and expenses since the last such statement, verified by the affidavit of Mortgagor's chief financial officer.

14. The entire indebtedness hereby secured shall, at the election of the legal holder hereof, become immediately due and payable without notice to the Mortgagor or anyone claiming by, through or under it, if (1) the Mortgagor fails to pay any sum of principal or interest required to be paid herein or in the note secured hereby, or fails to make any tax, special assessment or insurance deposit required hereunder; (2) any party liable for any indebtedness secured hereby files a voluntary petition in bankruptcy or makes an assignment for the benefit of any creditor or is declared bankrupt or insolvent; (3) the Mortgaged Premises or any part thereof are placed under the control of any court; (4) in the event of the actual or threatened demolition or removal of any building now or hereafter located upon the Mortgaged Premises; (5) in the event of the passage of any law taxing mortgages or debts secured thereby for state or local purposes unless Mortgagor promptly reimburses Mortgagee for such taxes and such reimbursement is not prohibited by law; (6) upon the failure of any owner of the mortgaged premises to permit the Mortgagee or its representatives to examine the Mortgaged Premises at any reasonable time; (7) if the Mortgagor shall do or suffer any act or thing which would impair the security of the mortgage debt or the lien of the Mortgagee upon the Mortgaged Premises or the rents therefrom; (8) if on application of the Mortgagee two or more fire insurance companies lawfully doing business in both the State of New York and the State of Illinois refuse to issue policies insuring the buildings on the Mortgaged Premises; (9) in the event of the demolition or destruction in whole or in part of any of the fixtures covered hereby, unless the same are promptly replaced with similar fixtures at least equal in quality and condition to those replaced, free from security agreements or other encumbrances thereon and free from any reservation of title thereto; (10) upon the filing in any court of competent jurisdiction by the State, Municipal or Federal government or any department, bureau, agency or instrumentality thereof of any action to acquire, or notice of intention to acquire, under the power of eminent domain, any estate less than an estate in fee simple in the Mortgaged Premises or any part thereof; or (11) the Mortgagor fails to perform fully or violates any other act or agreement required of the Mortgagor hereunder.

Notwithstanding that the debt secured hereby shall not have been declared due and payable upon the occurance of any such event, such debt shall bear interest at the rate of twelve per cent (12%) per annum from the date of notice and demand therefor by the Mortgagee until the default occasioning such event shall have been completely cured and removed to the satisfaction of the Mortgagee.

15. In the event of any default in paying any sum of principal or interest, or in making any tax, special assessment or insurance deposit, or in the event of any other default under the terms and provisions of this mortgage, all unearned insurance premiums or refunds of insurance premiums, due or to become due, and all proceeds and other benefits to be received under insurance policies of every

nature affecting or covering said Mortgaged Premises, any and all refunds of taxes and special assessments, heretofore or hereafter paid on or with respect to the Mortgaged Premises, together with all rents and profits of said Mortgaged Premises, are hereby assigned to the Mortgagee and the Mortgagee shall have the right forthwith after any such default, and without notice or demand, and without the commencement of any action to foreclose said mortgage, and without the appointment of any receiver, to enter immediately upon and take possession of the Mortgaged Premises without further consent or assignment by the Mortgagor, or any subsequent owner of the said Mortgaged Premises, with the right to let the Mortgaged Premises, or any part thereof, and to collect and receive all of the rents, issues, profits and all other amounts past due, due, or to become due to the Mortgagor or any subsequent owner of the Mortgaged Premises by reason of such ownership and to apply the same after the payment of all necessary charges and expenses in connection with the operation of said Mortgaged Premises, including any managing agent's commission, at the option of the Mortgagee, on account of interest, principal, whether matured or not, special assessments, insurance premiums and any advance made by the Mortgagee for improvements, alterations or repairs made by the Mortgagee for the account of the Mortgagor or on account of the debt hereby secured. The Mortgagor hereby irrevocably appoints the Mortgagee its attorney-in-fact to institute summary proceedings against any tenant of the Mortgaged Premises who fails to comply with the provisions of this lease. If the Mortgagor, or any subsequent owner of the property, is occupying all or any part of the Mortgaged Premises, it is hereby agreed that the Mortgagor or any subsequent owner will either immediately surrender possession of the Mortgaged Premises to the Mortgagee and vacate the Mortgaged Premises so occupied by it, or pay a reasonable rental for the use thereof, monthly in advance, to the Mortgagee, and, in default of so doing, may be dispossessed by summary proceedings or otherwise.

16. The Mortgagor shall not sell, assign, mortgage, or otherwise transfer any right, title or interest in the Mortgaged Premises without the written permission of the Mortgagee being first had and obtained, and in the event the ownership of the Mortgaged Premises becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the indebtedness hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend time for payment of the indebtedness hereby secured without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the indebtedness hereby secured.

17. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, the 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 or on behalf of the 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 expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, tax searches, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as the 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 Mortgaged Premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of twelve per cent (12%) per annum, when paid or incurred by the Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which Mortgagor or Mortgagee shall be a party, either as plaintiff, claimant or defendant, by 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 threatened suit or proceeding which might affect the Mortgaged Premises or the security hereof, whether or not actually commenced. In case, after legal proceedings are instituted to foreclose the lien of this mortgage, tender is made of the entire indebtedness due hereunder, the Mortgagee shall be entitled to reimbursement for expenses incurred in connection with such proceedings, including such expenditures as are enumerated above, and such expenses shall be so much additional indebtedness secured by this mortgage, and no such suit or proceedings shall be dismissed or otherwise disposed of until such fees, expenses and charges shall have been paid in full.

18. The proceeds of any foreclosure sale of the Mortgaged 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 paragraph 17 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 balance to Mortgagor, its legal representatives, successors or assigns, as its rights may appear.

19. Upon or at any time after the filing of a suit to foreclose this mortgage, the Court in which such suit is filed may appoint a receiver of the Mortgaged Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Mortgaged Premises or whether the same shall be then occupied as a homestead or not. Such receiver shall have power to collect the rents, issues and profits of said Mortgaged Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption if any, 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 Mortgaged 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 or (2) the deficiency in case of a sale and deficiency. Upon, or at any time after the filing of a suit to foreclose this mortgage, the Court in which such suit is filed shall also have full power to enter an order placing the Mortgagee in possession of the Mortgaged Premises with the same powers hereinabove granted to a receiver and will all other rights and privileges of a mortgagee in possession under law.

20. 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 the same in an action at law upon the note hereby secured.

21. In the event that any payment provided for in the note hereby secured shall become overdue for a period in excess of 15 days, a "late charge" of three cents (3¢) for each ($1) so overdue shall become immediately due to the holder of the note as liquidated damages for failure to make prompt payment, and the same shall be secured by this mortgage. Such charge shall be payable in any event not later than the due date of the next subsequent instalment of principal and interest.

22. All rights and remedies given to the Mortgagee by the covenants, undertakings and provisions of this mortgage are deemed to

such assignments and other instruments as the Mortgagee may require for said purposes and will reimburse the Mortgagee for its costs (including court costs and reasonable attorneys' fees) in the collection of such awards. In the event of any such taking, the Mortgagor agrees to pay, and agrees that any awards shall, to the extent legally permissible, be apportioned so that there shall first be paid therefrom, to the Mortgagee the entire principal balance secured hereby at the date of vesting of title in the condemning authorities together with accrued interest thereon at the rate herein specified to the date of payment in full, notwithstanding any lesser interest rate required to be paid by the authorities making the awards.

TOGETHER with any and all other, further or additional title, estates, interests or rights which may at any time be acquired by Mortgagor in or to the Mortgaged Premises; and

All of the foregoing are, so far as the context may permit or require, included within the term "Mortgaged Premises."

It is mutually covenanted and agreed by and between the Mortgagor and the Mortgagee that in addition to all other things which at law or by convention are regarded as fixtures, and specifically, but not by way of limitation, all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration and ventilation, including (without restricting the foregoing) screens, window shades, blinds, storm doors and windows, floor coverings, carpets, shrubbery, awnings, stoves, stokers, gas burners, oil burners, water heaters, gas and electric fixtures, elevators, pumps, motors, dynamos, incinerators, ash conveyors, cabinets, shelving, and plumbing, laundry and refrigerating fixtures and articles, vacuum cleaning systems, fire prevention and extinguishing systems, and all replacements thereof, all of the foregoing being hereby declared to be a part of the said real estate, whether physically attached thereto or not, and a part of the primary security for said note; and all apparatus and equipment hereafter placed in the Mortgaged Premises by or on behalf of the Mortgagor shall also be considered as constituting part of the Mortgaged Premises.

As to any of the property aforesaid which (notwithstanding the aforesaid declaration and agreement) does not so form a part and parcel of the real estate, this mortgage is hereby deemed to be, as well, a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to Mortgagee as secured party (as said term is defined in the Uniform Commercial Code), securing said indebtedness and obligations.

TO HAVE AND TO HOLD the above described Mortgaged Premises with the appurtenances and fixtures thereto appertaining or belonging unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth and for the security of the said note hereinbefore described and the interest thereon.

AND the Mortgagor covenants with the Mortgagee that:

1. The Mortgagor will pay the note as therein provided. To further secure the indebtedness secured hereby, Mortgagor hereby sells, assigns and transfers unto Mortgagee all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Mortgaged Premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Mortgagee under the owners herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements, and all the avails thereunder, to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney in its name and stead with or without taking possession of the Mortgaged Premises to rent, lease or let all or any portion of the Mortgaged

be cumulative and not in any way in derogation to the rights of the Mortgagee under the laws of the State of Illinois and the invalidity of any one or more covenants, phrases, sentences, clauses or paragraphs of this mortgage shall not affect the remaining portions of this indenture, or any part hereof; and the failure on the part of the Mortgagee to exercise any option or privilege granted under the note or this mortgage shall not be deemed a waiver of such option or privilege or estop the Mortgagee from at any time in the future exercising such option or privilege.

23. Every covenant and agreement, condition, promise and undertaking herein, of said Mortgagor, shall run with the land, is a condition upon which the loan secured was made, and is of the essence of this instrument, and breach of any thereof shall be deemed a material breach going to the substance hereof and shall extend to and be binding upon the Mortgagor and any and all persons claiming by, through or under the Mortgagor, to the same effect as if they were in every case named and expressed, and all of the covenants hereof shall bind them and each of them, both jointly and severally, and shall inure to the benefit of the Mortgagee, its successors and assigns.

24. A reconveyance or release of the Mortgaged Premises shall be made by the Mortgagee, its successors and assigns, to the Mortgagor on full payment of the indebtedness aforesaid, and the performance of the covenants and agreements made herein by the Mortgagor, and the payment of all advances under this mortgage made by the Mortgagee, its successors and assigns.

25. The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the Mortgaged Premises subsequent to the date of this mortgage.

26. The Mortgagor covenants that this mortgage and the note hereby secured were executed in accordance with the requirements of law now in effect, and in accordance with any requirements of its certificate of incorporation, any amendments thereto, and its by-laws.

27. This instrument represents the entire agreement between the parties and no alteration or amendment thereof shall be effective unless in writing and signed by the parties sought to be charged or bound thereby, and each and every portion of this mortgage shall apply to and bind the respective distributees, legal representatives, successors and assigns of the parties hereto.

28. This mortgage is to be construed and enforced according to and governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, this mortgage has been duly executed by the Mortgagor the day and year first above written.

89372363

St. Andrew Temple Church of God in Christ

By: Albert W. Watson, Trustee

STATE OF _____

COUNTY OF _____

89372363

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Moses W. Watson personally know to me to be an authorized trustee of St. Andrew Temple Church of God in Christ, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such trustee he signed and delivered the said instrument as trustee of said Church, pursuant to authority given by the Church, as his free and voluntary act and deed of said Church, for the uses and purposes therein set forth.

GIVEN, under my hand and notarial seal this 26th day of July, 1989.

Maureen E. Wojtowicz
Notary Public

"OFFICIAL SEAL"
MAUREEN E. WOJTOWICZ
Notary Public, State of Illinois
My Commission Expires 4/4/90

My Commission Expires: 4-4-90

County of Residence: DuPage

22.00

TRAN 1478 08/11/89 11:54:00
COOK COUNTY RECORDER

89372363

Mail to: Michael Klumpp
P.O. Box 7680
Lafayette, Ill. 47903

89372363

$22.00/mail