For Use With Note Form No. 144

November 1 1990 between TERT-33 RECORDING THIS INDENTURE, made LIFE CENTER ON THE GREEN, INC., an Illinois not-for-profit corporation, 2801 West Foster Avenue, Chicago, IL. 1:3733 FRAN 1733 12/17/90 16:02:00 COUNTY RECORDER <u> 90-611002</u> 60625 (as"Record Owner") and Thd Evangelical Covenant Church, an Illinois not-for-profit\* INO AND STREET CITY

herein referred to as "Mortgagors," and NATIONAL COVENANT PROPERTIES, an Illinois not-for-profit corporation, 5101 North

Francisco Avenue, Chicago, Illinois 60625-3699 (NO AND STREET) CITY

\*corporation, 5101 North BranciscoAbuse Space For Recorder's Use Only

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of One Million, wo Hundred Thousand and 00/100 herein referred to as "Mortgagee," witnesseth

(\$ 1,200,000,00==7), payable to the order of and delivered to the Mortgagee, m and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and ir installments as provided in said note, with a final payment of the balance due on the 31st day of November, 2010

48..., and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 5101 North Francisco Avenue, Chicago, Illinois 60625-3699

NOW, THEREFORE, the Mortgagory of secure the payment of the said principal sum of mones and said interest in accordance with the terms, provisions and limitations of this mortgage, and the feet ormance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in har dead, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying , COUNTY OF Cook AND STATE OF ILLINOIS, to wit

SEE EXHIBIT ATTACHED HERET AND MADE A PART HEREOF FOR LEGAL DESCRIPTION.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF CONTAINING, INTER ALIA, A DUE-ON-SALE CLAUSE.

90611002

which, with the property hereinafter described, is referred to herein as the "premis

Permanent Real Estate Index Number(s): 13-12-306-004-0000

Address(es) of Real Estate: 2801 West Foster Avenue, Chicago, Illinois 60625

FOCIETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging and all rents, issues and profits thereof for so long and during all such times as Mortgagars may be entitled thereto (which are pledged primarily and on a fart), with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, as conditioning, stater, light, power, retrigeration (whether single units or centrally controlled), and ventilation, including twithout restricting the foregoing), servens, wildow shades, short disors and windows, thou coverings, mador beds, awnings, stocked and water heaters. All of the foregoing are declared to be a part of said real estate retrievally attached therefore or not, and it is agreed that all similar apparatus, equipment or articles bereafter placed in the premises by Mortga jors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forcy r, to the purposes, and upon the uses herein set torth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of "" of which said rights and benefits the Mortgagors do hereby expressly a

dy release and waive LIFE CENTER ON THE GREEN, INC., an Illinois not-for-profit corporation The name of a record owner is: This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated become by reference and assigns.

and seal. of Mortgagors the day and year first above written Witness the hand

LIFE CENTER ON THE GREEN, INC.

PLEASE PRINT OR TYPE NAME(S)

BELOW SIGNATURE(S)

<del>na wi Illumi</del>

THE EVANCELACAL COVENANT CHURCH (Seul)

(Scal)

in the State aforesaid, DO HEREBY CERTIFY that

IMPRESS SEAL

personally known to me to be the same personappeared before me this day in person, and admostledged that

with the last subscribed to the foregoing instrument, b ... signed, sealed and delivered the said instrument as

free and reliminity act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and official seal, this Commission expres-

This instrument was prepared by Cynthia L. Jensen, ERICKSON-PAPANEK, 1625 Shermer Road, Northbrook,

Notary Publi 60062

Matthe ingrument to NATIONAL COVENANT PROPERTIES, 5101 North Francisco Avenue

Chicago, Illinois 60625-3699

OR RECORDER'S OFFICE BOX NO. 15 (CITY)

\*\*LIFE CENTER ON THE GREEN, INC. hereby executes this Mortgage only by virtue of its status as the record owner of the Real

Estate, and in no manner shall be construed as a liable party under the terms of the Promissory Note which is secured by this Mortgage.

day of ...

### THE COVENANTS, CONDITIONS AND PROVISIONS REFERED TO THE REVERSE SIDE OF THIS 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 buildings 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) make 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 mortgage'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 reimburge 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 coverant 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 facurred by reason of the imposition of any tax on the issuance of the note accured hereby.
- 5. At such time of 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 in said note.
- 6. Mortgagors shall be all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and wind orre 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 shull believe all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver rangeal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mongagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said pressure or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection, therewith, including attorneys fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the fren herer, shill be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accrume to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgages making any payment hereby wall-orized 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 lies or the 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 Mortgages and without notice to harrig igurs, 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 (a) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagora herein contained.
- 10. When the indebtedness hereby secured shall become due whehr, by acceleration or otherwise, Murtgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there right to foreclose the lien hereof, the state of the 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 Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, sublication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstract, of title, title searches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to title as dortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to hidders at any sale which may be has pur uant to such decree the true condition of the title for the value of the premises. All expenditures and expenses of the nature in this variage, ob mentioned shall become so much additional indebtedness accured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptes proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage (a) pay indebtedness hereby secured, or the 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 which might affect the premises or the security hereof. 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 incommend 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 core fronth, any overplus to Mortagagors, 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 so n complaint 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 premises of whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Since receiver 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 statutory 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 projection, 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 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; (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**

STATE OF ILLINOIS )

) SS.

COUNTY OF COOK )

), the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that $\frac{P_{AUL} E_{C} L_{ARSEN}}{L_{ARSEN}}$ as $\frac{P_{RESIDENT}}{L_{ARSEN}}$ of The
Evangelical Covenant Church, an Illinois not-for-profit corporation, and John R. Hont
as <u>Secretary</u> thereof, 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 suchand
SECRETHRY they signed and delivered the said instrument and caused the
corporate seal of said corporation to be affixed thereto, pursuant to authority given to the
Board of Branch of said corporation, as 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 in hand and official seal this 1st day of November, 1990.

Murcie Mi Rocene Notary Public

STATE OF ILLINOIS ) SS.

COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Donald Timm as President of LIFE CENTER ON THE GREEN, INC., an Illinois not-for-profit corporation, and Allan R. Anderson, as Secretary thereof, 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 President and Secretary they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given to the Board of Governor of said corporation, as 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 official seal this 1st day of November, 1990.

Votary Public

NCR''A J. WOOD

NOTAR: 10 My Commission Expires 4/20/92 4004



## RIDER ATTACHED TO MORTGAGE BETWEEN LIFE CENTER ON THE GREEN, INC., RECORD OWNER, THE EVANGELICAL COVENANT CHURCH, MORTGAGOR/DEBTOR AND NATIONAL COVENANT PROPERTIES, MORTGAGEE

- 1. Where the terms of this Rider and Mortgage conflict, the Rider shall control.
- 2. Transfer of the Property. If all or any part of the Property or any interest in it is 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. 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 thirty (30) days from the date the notice is delivered or mailed within which Debtor must pay all sums secured by this Mortgage. If Debtor fails to pay these sums prior to the expiration 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 penalty. Prepayments shall first be applied to the interest due, and then to the remaining principal.
- 4. In the event that Debtor shall
  - (a) receive notice that any violation of any Federal, State or local environmental, health or safety law or regulation may have been committed or is about to be committed by Debtor;
  - (b) receive notice that any administrative or judicial complaint or order has been filed or is about to be filed against Debtor elleging violations of any Federal, State or local environmental law or regulation or equiring Debtor to take any action in connection with the release of toxic or hazardous substances or release of petroleum or any petroleum product (including, without limitation, crude oil or any fraction thereof) into the environment;
  - (c) receive any notice from a Federal, State or local governmental agency or private party alleging that the Debtor may be liable or responsible for costs associated with a response to or clean up of a release of a toxic or legislatous substance or release of petroleum or any petroleum product (including, without limitation, crude oil or any fraction thereof) into the environment or any damages caused thereby;
  - (d) receive any notice that Debtor is subject to Federal. State or local investigation evaluating whether any remedial action is needed to respond to the release of any hazardous or toxic waste, substance or constituent, petroleum or

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petroleum products (including, without limitation, crude oil or any fraction thereof) or any other substance into the environment;

in connection with the Premises, National Covenant Properties shall have the right to demand full payment of the First Mortgage Note secured by the Premises.

The above terms which are incorporated into the Mortgage referenced above are agreed 5. to and accepted by the undersigned.

THE EVANGELICAL COVENANT CHURCH

Property of Cook County Clark's Office

# UNOFFICIAL

EXHIBIT A - LEGAL DESCRIPTION

The South 63 feet of the East 147.90 feet of the West 251.90 feet together with the North 88.48 feet of the South 151.48 feet of the East 117.90 feet of the West 251.90 feet together with the North 19.52 feet of the South 171 feet of the East 48 feet of the West 182 feet of that part of Block 1 lying North of the North line of vacated West Winona Street in Jackson's Subdivision of the Southeast 1/4 of Section 11 and the Southwest 1/4 of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. ari 13Cook County Clerk's Office

Permanent Index manner: 13-12-306-004