GEORGE E. COLE LEGAL FORMS

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MORTGAGE (ILLINOIS)

For Use With Note Form No. 1447 CAUTION Consult a lawyer before using or acting under this form; Norther the publisher nor the seller of this first makes any warranty with respect thereto, including any warranty of merchantability or limess for a perficuler purpose B JULY JESUS PEOPLE USA COVENANT CHURCH, an Illinois religious __corporation, of 4707 North Malden, Chicago, 111 inois 60640 DEPT-01 RECORDING (CITY) 147777 TRAN 8684-08/01/90 13:16:00 02841 + F *-90-370934 herein referred to as "Mortgagors," and NATIONAL COVENANT PROPERTIES , *~90~370934 COOK COUNTY RECORDER an Illinois not-for-profit corporation, of 5101 50606 MB North Francisco Avenue, Chicago, Illinoia 60625-3699 Above Space For Recorder's Use Only herein referred to as "Alor agee," witnesseth: 15.1,763,500.00) pay the to the order of and delivered to the Mortgagee, in and by which note the Mortgagers promise to pay the said principal sum and interest at the rate and in 17.5% liments as provided in said note, with a final payment of the halance due on the 31 sc day of July, 2011 12R..., and all of said principal and interviews 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 holders of 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 holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of 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 holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of 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 holders of the note may. NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the ferms, provisions and interesting of this mortgage, and the performance of the covenants and agreements better contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, Pic receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying _ AND STATE OF ILLINOIS, to wit: _Cook__ and being in the _ City of Chicago COUNTY OF Lots 1, 2, 3, 4 and 5 in H. F. Lendgren's Subdivision of Lots 8 to 11 in Eddy's Subdivision of the South 10 Rods of the North 80 Rods of the East 1/2 of the North East 1/4 in Section 17, (Except the North 8 Peet thereof), Township 40 North; Range 14 East of the Third Principal Me dian, in Cook County, Illinois. PARCEL 2: Lot 7 in Eddy's Subdivision of the South 11 Rods of the North 80 Rods of the East 1/2 of the North Rast 1/4 of Section 17, (Except the North 8 Feet thereof), Township 40 North, Range 14 East of the Third Principal Arridian, in Cook County, Illinois, together with that part of Section 16 lying East of and adjoining said 10 Rods, all in Township 40 North, Range 14 East of the Third Trincipal Meridian, in Cook County, Illinois. which with the property hereinafter described, is referred to be reinasthe "premises," Permanent Real listate Index Number(s): 14-17-214-012; 14-17-214-013; Address(es) of Real listate: 920 West Wilson, Chicago, Illinois SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF CONTAINING INTER ALIA A DUE-ON-SALE CLAUSE TOGETHER with all improvements, tenements, easements, fixtures, and appartenances thereto belonging, and all rents, issues and profile thereof for so long and during all such times as Mortgagors may be entitled thereto (shich are pledged primarily and on a parity will as id real estate and not secundarly) and all appartatus, equipment or articles now or hereafter therein or therein used to supply heat, gas, an conditioning, va er, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, whiches the distributed, a controlled, and in long sand windows, floor criverings, inador beds, awnings, stores and water heaters. All of the horigoning are declared in the a part of said real estate what rer playsically all the distributed (hereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or the rescessors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagor, and the Mortgagor's successors and assigns, forever, for the pulposes, and upon the uses: herein set forth, free from all rights and benefits under and by virtue of the Homestead fraemption Laws of the State of Himmir, which said rights and hencefits the Mortgagors do hereby expressly release and wave. The name of a record owner is:Lesus People USA Covenant Churchy an Illinois res for a figure of this mortgage consists of two pages. The covenants, conditions and provisions appending on page 2 (the reverse side of this mort as a part hereof and shall be binding on Mortgagers, their heirs, successors and savigns.

Winess the hand S. . of Mortgagers the day and year first above written. JESUS PEOPLE USA COVENANT CHURCH CHURCH PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) سے: And ** OFFICIAL SEAL VICTOR MULLIAMS OFFICIAL SEAL STATE OF S MY COMMISSION EXPIRES appeared to the this day in person, and acknowledged that ______ they signed, sealed and delivered the said instrument as ... free and valuntary act, for the uses and purposes therein set forth, including the release and waiver of the Given under my hand and official seat, this ___day of __ __19_23__ Xin Berl Llein Work Notary Public This instrument was prepared by Cynthia L. Jensen, ERICKSON-PAPANEK, 1625 Shermer Road, Northbrook, NATIONAL COVENANT PROPERTIES.

(NAME AND ADDRESS)

5101 North Francisco Avenue, Chicago, Illinois

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (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 duringed 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 tien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such primilen to the Mortgague; (4) complete within a reasonable time any building or buildings now or at any time in process of exection 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.
- 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 bereinner 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 cuactment after this date of any law of Illinois deducting from the value of hard for the purpose of taxation any lien therein, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reminists the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be inabalished 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 it 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 issue according to the interest secured, the Minipagors cavenant 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 Mortgagoe, and the Mortgagoe's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in wild note.
- 6. Mortgagors shall keep all bude and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under prices providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mortgagee may out need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may. "I need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromis, or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection more with, including attorneys' lees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be an 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 Mortgagoes shall never be considered as a waiver of any right accraing to the Nortgage on account of any default hereinder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate produced 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 title or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein menourse, both principal and interest, when due according to the terms hereof. At the option of the Mortgage and without notice to Mortgagers, all unpuid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, become or and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or at behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication 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, title insurance policies. Torrens certificates, and similar data and assurances with respect to title as Nortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to hidders at any sale which may be had pursue at a such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph is nitioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest the now permitted by Illinois taw, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and backer stey proceedings, to which the Mortgagee shall be a party, either as plaintiff, chainman or defendant, by reason of this mortgage or are, includeness, hereby secured; or (b) preparations for the commencement of any sait for the foreclosure hereof after accrual of such right to fareclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which wight affect the premises or the security hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all alber items which under the terms hereof constitute secured indebtedness additionar to that evidenced by the note, this interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such example to 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 of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure still und, 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 protection, possession, control, management and operation of the premises during the whole of said period. The Count 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 core hereby secured.
- 14. The Martgagee 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 Mortgague, 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 telease.
- 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.

RIDER ATTACHED TO AND MADE A PART OF MORTGAGE DEED BETWEEN JESUS PEOPLE USA 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 (also referred to herein as the "Premises"). If all or any part of the Property or any interest in it is sold or transferred without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage or Trust Deed. If Mortgagee exercises this option, Mortgagee shall give Mortgagor 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 Mortgagor must pay all sums secured by this Mortgage or Trust Deed. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted without further notice or demand on Mortgagor.
- 3. Mortgagor 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 Morroagor 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 Mortgagor;
 - (b) receive notice that any acministrative or judicial complaint or order has been filed or is about to be filed against Mortgagor alleging violations of any Federal, State or local environmental law or regulation or requiling Mortgagor 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 (in) fraction thereof) into the environment;
 - (c) receive any notice from a Federal, State or recal governmental agency or private party alieging that the Mortgagor may be liable or responsible for costs associated with a response to or clean up of a release of a toxic or hazardous 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 Mortgagor is subject to Federal, State or local investigation evaluating whether any remedial action is needed to respond to the relative of any hazardous or toxic waste, substance or constituent, petroleum or petroleum products (including, without limitation, crude oil or any fraction thereof) or any other substance into the environment;

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

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

JESUS PEOPLE USA COVENANT CHURCH

By:

Its Chairman

And:

Lecutary

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