MONTGAGE (COPY) 3

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THIS INDENTURE, ma	de November 1 ENANT CHURCH OF S		, between		or the Section of the	\$18.80
Religious Corpor	ration,				1 1224 2 19 11/06/9 1 1 24	10808
9408-10 Ewing A	STREET) NATTOR	cago, IL	TATE ROPERTIES	i Misar Tanan	KI A EIMTA ISTAMBER	
herem referred to as "Mo- an 1111nois not	t-for-profit corp					
	ncisco Avenue	Chicago,	IL 6062	-3699		
herein referred to as "Mor		10111)	[, Above Sp	sace For Recorder's Use Only	<u> </u>
	the Mortgagors are justing in	debted to the Mortga	ce upon the insta	illment note of even d	late herewith, in the princip	at sum of
sum and interest at the ra- ***, and all of said prim of such appointment, ther	(7)=1, payable to the order of (1) and (1) installments as proven cipal and interest are made payable for the office of the Mortgag	r and delivered to the N ruled in said note, with a ayable at such place as t ee at 5101 Nort	lortgagee, in and to a final payment of the holders of the r the Francisc	y which note the Morty the balance due on the ore may, from time to to .o. Avenue, Chi	gagors promise to pay the said 30th day of Nover time, in writing appoint, and Leago, IL 60625-	d principal nber 1 2011 in absence 3699
 and limitations of this me consideration of the sum of Mortgagee, and the Morts 	E, the Mongap as to secure to orgage, and the performance of One Dollar in the dollar in the gager's successors and resign City of Chicago	e of the covenants and he receipt whereof is her s, the following describe	agreements heren eby acknowledged at Real Estate and	n contained, by the Ste 1, do by these presents (all of their estate, right	oftgagors to be performed, a	mo also in Tunto the uate, lying
Lots	5 and 6 in Block	? in Taylors	2nd Additi	on to South (Chicago	
in Sei Merid:	ction 5, Township ian in Cook Count	o 3/ North, Ra cy, 1710 nois.	inge 15 Eas	t of the Thir	rd Principal	
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SEE RI	LDER ATTACHED HER	ETO AND MADE	A PART HER	EOF.		
			0/,		91610	- Ros
which, with the property)	berematier described, is reter	rred to berein as the "p	remises."			G0 5
Permanent Real Estate Ir	ndex Number(s): 26	5-05-304-007 a	ind 26-1/5-3	104-008		
Address(es) of Real Estate	e: 9408-10 Ewing	g Avenue, Chic	ago, Illi	ois		
long and during all such the all apparatus, equipment of single units or centrally oc- coverings, inador beds, aw- or not, and it is agreed the considered as constituting TO HAVE AND TO be term set touth, they from	improvements, tenements, energy as Mortgagors may be ent or articles now or hereafter the introlled), and ventilation, ir nings, stoves and water healt all similar apparatus, equippart of the real estate. HOLD the premises unto the all rights and benefits under expressly release and waive, erris. Evangelical	olled libereto (which are nerein or thereon used to teluding (without testri- ers. All of the foregoing muent or articles hereal to Mortgagee, and the Mand by virtue of the Ho	pledged primarily o supply heat, gas eting the foregoin gare declared to be fer placed in the p fortgagee's succes mestead Exemption	and on a parity with va- , an condition ing, wate g), screens. Vindow she a part of said rial esta remoses by Morigagor sors and assigns, fore con Laws of the State of	id realestate and not second r, light, power, refrigeration ades, storm doors and wind te whether physically attach somether successors or assign er, for the purposes, and upo	arily) and (whether ows, floor ed thereto is shall be
This mortgage consist	is of two pages. The coverant e a part hereof and shall be b	ts, conditions and prov	isiom appearing o	a page 2 (the reverse si	ide of this mortgage) are inco	erperated
			sove written. I	VANGELICAL CO SOUTH CHACAGO	DYERANT CHURCH OF	(Scal)
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TYPE NAME(S) BELOW			(Scal) .1	no Box S	some.	(Scal)
SIGNATURE(5)				Its.	PASTOR	
SENTE TO PTERMENT CONTRACT OF	norther-former agreement of the S		NAC	KAMANGAGAKK	i kumu amma akanta bah	ACCEPANT.
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Commission expires	Cynthia L	Jensen, ERICK			er Road, Northbro	
• •	NATIONAL COVEN	(NAME AND ANT PROPERTIE!	ADDRESS)			60062
armored State 7 states of States States and Communication of the States of S	5101 North Fran	(NAME AND	ADDHESS)	Chicago,	IL 60625-3	
OR RECORDER'S OFFI	(CITY) CE BOX NO	0011.		(STATE)	1112	P CODE)
		3UK /			1108	

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 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 promilen to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (b) 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 statine, 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 betein 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 mortgages interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt second hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall nav such taxes or assessments or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgager (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 for their covenant to hold harmless and agree to indemnity the Mortgagoe, and the Mortgagoe's successors or assigns, against any liability incomed by reason of the imposition of any tax on the issuance of the note second hereby.
- 5. At such time as the Mortgagors are not in default either under the letins of the note secured hereby or under the terms of this mortgage, the Mortgagors (nall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided to the default of the secured payments.
- 6. Mortgagors shall keep at a didings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm (inder policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renew it policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagers in any form and manner deemed expedient, and a iy, but need not, make full or partial payments of principal or inferest on prior encombrances, if any, and purchase, discharge, compromise or settle any tax new or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or context any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection the ewith, including attorneys fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest there a a the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the fortgage on account of any default hereunder on the part of the Mortgagots.
- 8. The Mortgagee making any payment bereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein at attioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Morts, as all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become the 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 reveleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall m allowed and included as additional indebtedness in the decree for sale all expenditures and expensis which may be paid or incurred by or an behalf of Mortgagee for atterneys' fees, appraiser's fees, outlays for documentary and expensis which may be paid or incurred by or an behalf of Mortgagee for atterneys' 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 till, title searches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pointar to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this patagraph contioned shall become so much additional indebtedness secured hereby and immorbately due and payable, with interest thereon at the heir's rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and on the proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or a coindebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accusal of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened sint or proceeding which sught affect the premises or the security hereof.
- It. 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 neutroard 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 into est remaining impaid on the note, that it 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 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 Mortgagers at the time of application for such receiver and without regard to the then value of the positives or whether the same shall be then occupied as a homestead or not, and the Mortgager may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises obtains the pendency of such foreclosure will and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there he redemption or not, as well as during any further times when Mortgagers, except for the intervention of such receiver, would be entitled to collect such tents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in puwtient in whole or in part of: (1) The indebtedness sectored 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 hen 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 Mortgager 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 hability 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 berein shall include all such persons and all persons bable 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 MORTGAGE BETWEEN EVANGELICAL COVENANT CHURCH OF SOUTH CHICAGO, 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.
- 3. Debtor shall have the right to prepay the Note in whole or in part at any time without penelty. Prepayments shall first be applied to the interest due, and then to the remaining principal.
- 4. In the event that Debtor shall breach any obligation under this Mortgage Or the Note which it secures or shall:
 - (a) Receive notice that any violation of any Federal, State or local environmental, health or safe view or regulation may have been committed or is about to be committed by Debter in connection with the Property;
 - Receive notice that any administrative or judicial complaint or order has been filed or is about to be filed against Debtor alleging violations of any Federal, State or local environmental law or regulation or requiring 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 in connection with the Property;
 - 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 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 in connection with the Property;
 - (d) Receive any notice that Debtor is subject to Federal, State or lecal investigation evaluating whether any remedial action is needed to respond to the release of any hazardous or toxic waste, substance or constituent, petroleum products (including, without limitation, crude oil or any fraction thereof) or any other substance into the environment in connection with the Property;
 - (e) Incur any additional debt without the prior written consent of National Covenant Properties in connection with the Property;
 - (f) Fail to maintain its affiliation with The Evangelical Covenant Church or its status as an organization exempt from federal taxation pursuant to Section 501(c)(3) of the Internal Revenue Code:

or in the event that:

Property or Cook County Clerk's Office

- (a) National Covenant Properties shall reasonably deem itself insecure;
- (b) Any proceeding shall be instituted by or against Debtor under any bankruptcy or insolvency statute;
- (c) Debtor shall make an assignment for benefit of creditor;
- (d) A receiver shall be appointed for Debtor or Debtor's property,

National Covenant Properties may, at its option, without notice or demand, require immediate payment in full of all sums then due and owing on the Note.

- 5. Debtor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Property which may become damaged or destroyed; (2) keep said Property in good condition and repair, without waste, and free from mechanic's or other lights or claims for lien; and (3) comply with all requirements of law or municipal ordinances with respect to the Property and the use thereof.
- Debtor shall keep all buildings and improvements now or hereafter situated on said Property insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repeiring the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to National Covenant Properties under insurance policies payable, in case of loss or damage, to National Covenant Properties, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver certificates of insurance evidencing such coverage, to National Covenant Properties, and in case of insurance about to expire, shall deliver renewal certificates not less than ten (10) days prior to the respective dates of expiration.
- 7. Debtor agrees to pay reasonable attorneys' feas, costs and expenses incurred by National Covenant Properties in the collection and enforcement of the above referenced Note. Any forbearance by National Covenant Properties in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 8. The above terms which are incorporated into the Mortgage referenced above are agreed to and accepted by the undersigned.

EVANGELICAL COVENANT CHURCH OF SOUTH CHICAGO, any Illinois Parigious Corporation

By:

And:

5 Justina

91610808

Property of Cook County Clerk's Office

UNOFFICIAL COPY 3 0 8

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 TOAN Z. STATC IC as CHAIRMAN of
EVANGELICAL COVENANT CHURCH OF SOUTH CHICAGO, an Illinois Religious Corporation,
and Bob 305 14 as PASTOR thereof, and personally
known to me to be the same persons whose names are subscribed to the foregoing
instrument expeared before me this day in person and severally acknowledged that as such CHALLAN and CASTOR 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 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 sectorth.
Given under my hand and official seal this day of (0.) 1991.
morricles essi
Notary Public
Netery Public Cook County, Illinois
My Commission Expires August 9, 1995
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(C)
Nevery Public Cook County, 1866 By Commission Engines August 9, 1866

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