#### FIRST MORTGAGE BOND INDENTURE

STATE OF LULINOIS

COUNTY OF COOK	KNOW ALL MEN BY THESE PRESENTS:
WHEREAS, the <u>Schau</u>	mburg Church of Christ , Schäumburg ,
Illinois , h	ereinafter called "Church" is a corporation
duly incorporated under	the laws of the State of Illinois
and	
WHERMAS, It has bee	ome necessary that the said congregation
finance the marchase of	real property and/or construction or improve-
ments of a bulleding white	h shall be used as a place of worship, and
WHEREAS, sald Churc	h destros to issue a series of bonds in the
total amount of \$ix hund	red thousand do: 1ara (\$600,000,00)
for such purpose, and	
WHEREAS, the issuan	ce of such bonds by said Church is duly
authorized by proper res	olution of said congregation giving full power
and authority to its pro	per officers to acknowledge the indebtedness
by execution, acknowledge	emont and delivery of this trust indenture,
and	40.
WHEREAS, said author	civation was duly passed by said congregation
at a meeting of said cone	grogation duly called and held for such purpos
and by the Board of Trus	toos as reflected by the records of the said
Church.	4.
NOW, THEREFORE, THIS	TRUET INDENTURE AND AGREEMENT made and
entered into this <u>lst</u>	day of whomenber , 19 92 by and between
the Church, auting by and	1 through Richard Unger ,
	Trustees duly authorized by said tructues and
the vote of the congregat	tion, and Robert F. Swayne
hereinafter dalled "Bond	Trustee".

#### WITNESSETH:

1. That the Church, for and in consideration of the mutual promises contained herein and evidenced hereby, and for the purpose of

agouring the payment of the principal and interest of the bonds aforesaid, whether issued contemporaneously with the execution of this trust indenture or hereafter duly issued under the terms bereof, has transferred, assigned and set over and does hereby transfer, assign and set over unto the said Bond Trustee and its successors and assigns, a first and prior lien against and right in and to the first revenues, contributions and incomes of said Church for the following term or terms and in the following amount or amounts:

From the First Sunday following the lst day of November, 1992 , for one six months from that date \$1424.00 per week. For t'ne next six months \$ 1405.00 per week. For the rext six months \$ 1385.00 per week. For the part six months \$ 1367.00 per week. For the next six months \$ 1348.00 per week. For the next six nonths \$ 1329.00 per week. For the next six menths \$ 1310.00 per week. For the next six marks \$ 1291.00 per week. For the next six months \$ 1272.00 per week. For the next six months \$ 1254.00 per week. For the next six months \$ 235.00 per week. For the next six months \$ 1216.00 per week. For the next six months \$ 1274.00 per week. For the next six months \$ 1253.40 per week. For the next six months \$ 1577,00 por week. For the next six months \$ 1538.00 per week. per week. For the next six months \$ 1500.00 par waak. For the next six months \$ 1462.00 por wook. For the next six months \$ 1423.00 For the next six months \$ 1385.00 po) week. For the next six months \$ 1346.00 per week. For the next six months \$ 1308.00 por 103k. For the next six months \$ 1269.00 per week. For the next six months \$ 1231.00 per week. For the next six months \$ 1192.00 per week. For the next six months \$ 1154.00 per week. For the next six months \$ 1115.00 per week. For the next six months \$ 1077.00 per week. For the next six months \$ 1038.00 per week. For the next six months \$ 1000.00 per week.

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That the Church as additional socurity for said bonds and in consideration for the debt and trust herein mentioned, has Granted, Bargained, Sold and Conveyed, and by these presents does Grant, Bargain, Sell and Convey unto said Bond Trustee, and to the assigns horounder forever, so following described property, situated, lying and being in the County of \_\_\_\_\_ cook \_\_\_\_ and State of <u>Illinois</u>, to-wit:

PIN Ø7-23-301-0001

The West 12 Rods (198.0 Feet), as measured on the North Line, of the North 40 Rods (660.0 Feet) as measured on the West Line of the North 40 Rods (660.0 Feet) as measured on the west Line of the Northeast 1/4 of the Southwest 1/4 Section 23, Township 41 North, Rayge 10, East of the Third Principal Meridian, (except the North 50 test of the West 12 Rods of the Northeast 1/4 of the Southwest 1/4 of Section 23, Township 41 North, Range 10, East of the Third Principal Meridian, excepting from the above described parcel that part falling in Schaumburg Road, as dedicated, conveyed or ased), in Cook County Illinois or used), in Cook County, Illinois.

Commonly known as: 601 E Schaumburg Road, Schaumburg, Illinois

Subject to: Subject to General Real Estate Property Taxes for 1981 and subsequent years and to covenants, easements and restrictions of record as heretofore recorded against the premises. ##DUDIAM
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92930624

RECORDIN N

35.90 0.56 92930624 # SUBTOTAL 35.50

CHECK

2 FURE CTR

35.50

12/10/92

0005 MC# 14:53



BLENN A. JOBG SCHAUMBURG CHURCH OF CHRIST GOIE SCHAUMBURG RD SCHAUMBURG, IL 60194-3538

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TO HAVE AND TO HOLD the said described property, with all the rights and appurcenances now, or hereafter at any time before the foreclosure hereof, in any wise appertaining or belonging thereto unto the said Bond Trustee, and to its assigns forever, in trust nevertheless, for the security and benefit of all and every the persons or bodies corporate who or which shall be, or at any time become, the holder or holders of the said bonds, or of the interest coupons attached therete, without perference to the holder of any of said bonds or interest coupons over any of the others, by reason of priority in the date thereof or the cime of the lasuing or negotiating of the same. And the Church hereby binds itself and its successors and assigns to warrent and forever defend all and singular the said premises, unto the said Bond Trustee, its assigns forever, agains) the lawful claim or claims of all persons whomsoever.

The Church convenints with sald Bond Trustee that it will at all times, during the continuance of this tract, keep the buildings and improvements now on, or hereafter to be erected on, say, premises, insured against loss by fire and tornado to the amount of the outstands, bulance of all bonds issued berounder or to the extent insurance can be obtained thereon in companies acceptable to and with loss payable to said Bond Trustee, for the benefit of the owners of said Bonds and deliver the policies to said Bond Trustee,

That said bonds are 1 - 363 in number, and the principal sum of each bond being payable inefull as follows:

in number, and	the principal sum of	each bond being parable inefull	as follows:
		Op,	
Bond N	(umbers;	Datesi	
7% Int. 1 -	14	1993	
15 -	31	1994	
32 ~	51	1995	
52	67	1996	<b>-/</b> //C+
68 -	83	1997	
84 -	103	1998	C
104 -	123	1999	C
8% Int. 124 -	139	2000	
140 -	171	2001	
172 -	203	2002	
204	235	2003	
236 -	267	2004	
268	299	2005	
300 -	331	2006	
332	363	2007	

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each and all such bonds being subject, however, to the privilege of call and payment before the maturity date thereof as provided on the face of said bonds and by the provisions of this instrument.

- per cent per annum from the 1st day of November , 19 92, payable semiannually on the 1st day of May and the 1st day of the successive installments of such interest, each such bond being in the form set out in "Sample Bond" attached bereto and marked as Exhibit "B" reference to which is made for all purposes.
- 6. That each of main bonds issued hereunder shall be signed and executed by a member of the Board of Trastees, and shall be duly attested by the Secretary thereof.
- 7. That each of said bonds issued hereunder shall be payable to bearer and that title thereto shall pass by delivery only, such hearer being in all things the sole owner of such interest coupons or bonds, whether such coupons or bonds be ever or not. The Church shall be relieved of all liability if it pays any bond or any coupons to the bearer thereof.
- 8. That each of said bonds issued hereunder shall be fully callable at the option of the Church at any interest paying date upon actification of holder if known or if unknown upon the posting of notice of such call at some prominent place in the church building of the said Church, for the period of thirty (30) days prior to the call date thereof. Such notice shall state both the numbers of the bonds being so called and the effective call date thereof. Interest on any bond so called shall be paid to next interest-paying period.
- 9. That if any bond called for redemption hereunder according to the terms hereof shall not be presented for payment thereof at the time

specified in the notice of redemption and call, the Bond Trustee hereunder shall cause to be kept on deposit with the Schaumburg Church of Christ Special Account, an amount equal to the principal amount thereof, together with all account interest thereon to call date, such fund being beld in trust for the rightful owner thereof and being so designated. Such payment and deposit in trust shall operate as full payment and satisfaction of the terms and obligations of said bonds and shall be a complete release thereof.

- and coupons secured hereunder are well and truly paid, in full, such amount, according to the exceedule herein before set forth, as will regire the untire indebtedness and all interest thereon as same become due.
- 11. The Church sovenants and agrees that the Bond Trustee shall at all times have access to the boo's and records of the Church, and that the Church shall promptly furnish to the Bord Trustee such information as may be deemed necessary and desirable by said Bord Trustee to earry out the provisions of this trust indenture.
- 12. In the event of default by the sild Church on any of its obligations become, the Bond Trustee acting on its own Printative, or upon request in writing by holders of at least twenty-five per cent (25%) in principal amount of bonds then outstanding, shall have the duty to declare the whole amount of such bond indebtedness then wholly due and payable.
- under to declare the entire indebtedness due and payable, the bond Trustee hereunder to declare the entire indebtedness due and payable, the bond Trustee
  shall be entitled to immediate possession of all the properties of said Church
  described in this indenture and shall be entitled to receive and collect all
  rents and revenues thereon until the whole sum, principal and interest, due on
  said bonds is paid, together with reasonable foes and expenses of the said bond
  Trustee.
- 14. The said Bond Trustee shall have the additional authority in case of such default to sell the land subject to this indenture, together or in lots or parcels, at public auction and convey the same to the purchaser, agreeably to the statute in such case made and provided, and out of the money due or to become due hereunder, with interest as agreed; and the overplus, if any, to the said Church or its assigns.

- authority to, and in its discretion shall, file suit in a court of competent jurisdiction against the Church and/or its successions and/or its assigns, for the amount of all indebtedness then due and owing, and for foreclosure of its lien upon the property herein described and shall satisfy said judgement in accordance with applicable statutes. Said Bond Trustee is hereby authorized to pursue any additional legal proceedings for the repayment and satisfaction of all indebtedness evidenced herein and for such other and further relief in law and in equity to which it may be entired, in trust, however, for the holders of all dutstanding bonds.
- for any reason become in expacitated to perform the duties hereby imposed upon it, said Church hereby covenants and agrees to appoint a new qualified trustee in its place; such appointment shall be made by the Board of Trusteen of the Church in writing, executed and acknowledged and recorded in the office of the recorder of the county, or counties, where the projecty subject to this indenture is situate. Said substitute Bond Trustee shall have all rights, powers and duties of the original trustee.
- 17. That Bond Trustee shall have the right to require from the holders of said bonds in the event of default reasonable and sufficient indemnity against any loss or liability which may be incurred in effectuating the procedures herein before outlined.
- 18. The Church further covenants and agrees that no movemage or other lien shall be placed upon or allowed to exist against the property horoin described while any of the aforesaid bonds are unpaid. Nevertheless, the Church represents that as of this date of these presents, there exists against the herein reveribed property. None

PROVIDED ALWAYS, and these presents are on the express condition, and if the said Church, or its successors or assigns, shall well and truly pay, or cause to be paid, to the holders of said bonds and interest coupons, when and as the same shall become due and payable, the principal and interest secured hereby, according to the terms, provisions, conditions, tenor and effect of the said bonds and interest coupons, then these presents and the estate hereby granted shall cease, determine and be null and void.

IN WITNESS WHEREOF the parties hereto have caused their names and
signatures to be affixed this the
together with the seal of Schaumburg Church of Christ
Schaumburg, Illinois
De & Thelen Ruhad Allinge
Secretary Chairman, Board of Truscees
ATTEST:
STATE OF ILLINOIS
COUNTY OF COOK
REFORE ME, the andereigned anthority, on this day personally appeared
RICHARD A. UNIGER , known to me to be the person and officer
whose name is subscribed to the toreroing instrument and after being by me duly
sworn, affirmed and says that he was advantised to subscribe and that he subscribed
the foregoing as Chairman of the Board of Trustees of Schaumburg Church of Christ
Schoumburg, Illinois , that he executed the same for the purposes
and consideration therein expressed and in the expectty therein stated, and that
the seal affixed to said instrument is the corporate seal of said Church.
GIVEN UNDER MY HAND AND SEAL OF OFFICE that 3/ day of October
A.D. 19 <u>72</u> .
Doine a. Binor
Notary Public, Melonota

"OFFICIAL SEAL"
JOYCE A. BINDER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 2/21/93

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