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For Use With Note Form No. 1447

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	u.s.a. COVENANT CHURCH, an Illinois	
	poration, of 4707 North Malden,	
Chicago, Illia	nois 60640	
	OSTPEET, STATES NATIONAL COVERANT PROPERTIES,	. OETTE T TOATO 10 (10 (10) 10)
	ot-for-profit corporation, of 5101 North	A +-92-933432
Francisco Aver	rue, Chicago, Illinois 60625-3699	, A LOUNTE RECORDER
herein referred to as "V	fortgagee," witnesseth:	Above Space For Recorder's Use Only
MAT WHERF A	S the Mortgagors are justic indented to the Mortgague open the important and 00/100—————————————————————————————————	stallment net; of even date berewith, in the principal sum of
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Comment Real Figure	Index Number(s): 14-17-214-012; 14-17-214-013	14-17-214-014; 14-17-214-011
	ate. 920 West Wilson, Chicago, Illinois	
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TYPE NAME: SI BELOW BENDERS: SI	ATTEST: Secto Sy Williams 1	By: (Sem 16 1) deall
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(ABUBUROCCOUSE)	19	
This instrument was prep	wredby Grant D. Erickson, 1625 Shermer Ros	ad, Northbrook, II. 60062
This instrument was prep	19	ad, Northbrook, II. 60062

UNOFFICIAL COPY
OF PAGE 1 (THE REVERSE SIDE OF THIS THE COVENANTS, CO MORTGAGE): I 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 lieus or claims for lieu not expressly subordinated to the lieu thereof; (3) pay when due any indebtedness which may be secured by a lieu or charge on the premises superior to the lieu hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lieu 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; (6) make no material alterations in said memises except as required by law or municipal ordinances. 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 Mortgagoe duplicate receipts therefor. To prevent default hereunder Mortgagoes 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 exent of the enactment after this date of any law of lilinois 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 Mortgagers, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgage 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 Mortgagers, upon demand by the Mortgagee, shall pay such taxes or assessments, or require Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagers 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 covenant 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 indemnify the Mortgagoe, and the Mortgagoe's successors or assigns, against any liability is sured by reason of the imposition of any tax on the issuance of the note secured nereby. 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 said note.

6. Mortgagors shall kee, at buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm cour policies providing for payment by the insurance companies of moneys sufficient either to pay the east of replacing or repairing the saids or to pay in full the indebtedness secured hereby, all in companies satisfactors to the Mortgager inder insurance policies payable, in the of loss or damage, to Mortnage, such rights to be extended by the standard mortgage clause to be attached to each policy, and shall driver all policies, including additional and renewal policies, to the Mortgager, 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 has, but need not, make any payment or perform any act hereinbefore required of Mortgagers in any form and manner deemed expedient, and max, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, conjunctive or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premise, or collect any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection throwith, 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 thereof at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgage on account of any default hereunder on the part of the Mortgagors.

8. The Mortgagee making any payment hereby authorized telating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office witnor inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or full 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 Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, become toe and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or this 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, their shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by ar on behalf of Mortgagee for attorneys' fees, appraiser's effect, ordians 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 abstract of fithe ville searches, and examinations, title insurance policies. Forens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably accessary either to prosecute such suit or to evidence to bidders at any sale which may be had jursuant 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 paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the herest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate at d'ankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage of any indebtedness hereby secured: or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such and for foreclose whether or not accusally commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding y hich might 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 tientioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additions, to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note result, 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 record to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the primises or whether the same shall be then occupied as a homestead or not, and the Mortgagore 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 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 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 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 Morrgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that

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.

EXHIBIT A

PARCEL 1:

Lots 1, 2, 3, 4 and 5 in H. F. Lundgren'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 feet thereof), Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Let 7 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 of Section 17 (except the North 8 feet thereof), Township 40 North, Range 14 East of the Trird Principal Meridian, 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 Principal Meridian, in Cook County, Illinois.

BETWEEN JESUS PEOPLE U.S.A. COVENANT CHURCH, MORTGAGOR/DEBTOR AND NATIONAL COVENANT PROPERTIES, MORTGAGEE

- 1. Where the terms of this Rider and Second Mortgage conflict, the Rider shall control.
- 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 Second Mortgage.
- 3. Debtor shall have the right to prepay the Note 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 breach any obligation under this Second Mortgage or the Note which it secures or shall:
 - (a) Receive notice that any violation of any Federal, State or local environmental, health or safety law or regulation may have been committed at is about to be committed by Debfor in connection with the Property:
 - (b) 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 patroleum 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 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 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;

INITIALS:

(g) Fail to make any of the installment payments required by the Settlement Agreement reached in <u>Gervasio v. Kemp.</u> Case No. 87-L-16091 when due;

or in the event that:

- (a) National Covenant Properties shall reasonably deem itself insecure;
- (b) Any proceeding shall be instruted 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.

- 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 liens 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 repairing 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 expilation.
- Debtor agrees to pay reasonable attorneys' fees, 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 Debtor also agrees that it will furnish to NCP immediately upon request such financial statements as NCP shall, from time to time, request, which financial statements shall include accurate statements of income, expenses, assets and liabilities of the Debtor.

The above terms which are incorporated into the Second Mortgage referenced above

are agreed to and accepted by the	e undersigned.
	JESUS FEOPLE U.S.A. COVENANT CHURCH, an Illinois Religious Corporation
	By: Com Caiser
	And: Set Miller Its 165 And: Secretary
STATE OF ILLIPIO'S) SS. COUNTY OF COOK)	
I, the undersigned a Nutary Publi	c in and for said County and State aforesaid, do
PEOPLE U.S.A. COVENANT CHUR	CH, and Victoria A as
whose names are subscribed to the fore person and severally acknowledged they signed as corporate seal of said corporation to be Board of Toward of and voluntary act and deed of said corporation to said cor	affixed the said instrument and caused the affixed thereto, pursuant to authority given to the ation, as their too and voluntary act, and as the free ration, for the uses and purposes therein set forth.
Given under my hand and official so	eal this <u>30 th</u> da, 0 1 1/2 1/2/2/2/2, 1992.
	Notary Public
	757 37A 1774 L