

MORTGAGE

THIS INDENTURE WITNESSETH: That the undersigned THE HILLTOP BIBLE CHURCH

258
182
181
OF
74-40-429 OF
74-40-429 OF
a corporation organized and existing under the laws of the STATE of ILLINOIS,
hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

FINANCIAL FEDERAL TRUST AND SAVINGS BANK OF OLYMPIA FIELDS

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA, hereinafter
referred to as the Mortgagee the following real estate, situated in the County of COOK
in the State of Illinois, to wit:

LOT 25 IN HILL TOP ESTATES NO. 1, BEING A SUBDIVISION OF THAT PART OF THE WEST
1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE
THIRD PRINCIPAL MERIDIAN, LYING NORTH OF BLUE ISLAND ROAD, IN COOK COUNTY,
ILLINOIS

PERM TAX I.D.#28-04-304-023-0000 EXEMPT

PROPERTY ADDRESS: 14040 SOUTH LONG AVENUE
CRESTWOOD, ILLINOIS 60445

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, venetian blinds, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal and whether it is now or may be hereafter existing or which may be made by the Mortgagor under the power herein granted to it; it being the intention hereof (a) to pledge said rents, issues and profits of property with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take exclusive possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits regardless of when earned and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agencies or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase all kinds of insurance, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premise and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorneys' fees incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagor, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagor may continue until all indebtedness secured hereby is paid in full or until the delivery of a Master's Deed or Special Commissioner's Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued then until the expiration of the statutory period during which it may be issued. Mortgagor shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereon. Mortgagor shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagor based upon acts or omissions relating to the subject matter of this paragraph unless commenced within fifty days after Mortgagor's possession ceases.

TO HAVE AND TO HOLD the said property with said buildings, improvements, fixtures, appurtenances, apparatus and equipment unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith, in the sum of FORTY-FIVE THOUSAND AND 00/100 Dollars (\$ 45,000.00),

which note together with interest thereon as provided by said note, is payable on September 1st 2003 ~~XXXXXXXXXXXXXX~~ DOLLARS (\$ 45,000.00)

INTEREST ON SAID MORTGAGE NOTE IS DUE AND PAYABLE MONTHLY COMMENCING WITH OCTOBER 1ST 1993, UNTIL SAID MORTGAGE IS PAID IN FULL.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

UNOFFICIAL COPY

Loan No.

Property of Cook County Clerk's Office

to

MORTGAGE

Box.....

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Torrens certificates and similar data and assurances with respect to title as Mortgagor may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the premises or the security hereof. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

(6) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of the Mortgagee to require or to enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

(7) The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage, on its own behalf and on behalf of each and every person, except decree or judgement creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this mortgage.

(8) The hereinabove described property shall not be transferred to anyone desiring to assume the above mentioned indebtedness without the Association's consent. Grantors and their prospective grantees or vendees shall first procure the written consent of the Association before any such transfer shall be consummated. In the event of a transfer without the Association's consent, the entire amount of the indebtedness shall become due and payable.

RECEIVED JULY 13 1993

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IN WITNESS WHEREOF, the Mortgagor, has caused these presents to be signed by its CHAIRMAN AND
VICE CHAIRMAN *[Signature]* President,
and its corporate seal to be hereunto affixed and attested by its *[Signature]* Secretary, this 30TH day of
JULY A. D. 1993

ATTEST *Russell D. Hall*
Secretary

THE HILLTOP BIBLE CHURCH

By *Stephen D. Warden* *[Signature]* CHAIRMAN

By *Raymond P. Dubouck* *[Signature]* VICE CHAIRMAN

STATE OF ILLINOIS
COUNTY OF COOK } ss

I, Anissa M. Rusthoven,

the State aforesaid, DO HEREBY CERTIFY THAT *Russell D. Hall (Secretary)*, *Stephen D. Warden (Chairman)* and *Raymond P. Dubouck (Vice Chairman)*

and who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such

President, and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said Instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said

Secretary then and there acknowledged that *[Signature]*, as custodian of the corporate seal of said Corporation, did affix said seal to said Instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 30 day of July, A. D. 1993.

My Commission expires: *January 7, 1997*

Anissa M. Rusthoven
Notary Public



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UNOFFICIAL COPY

(4) That time is of the essence hereof, and it shall not be made in default by either party to this agreement or to any extension or renewal thereof, or to any modification of any provision herein, unless the party failing to perform or observe such provision has given notice of its intention to do so at least days before the time fixed for performance, and has failed to cure such non-performance within days after receipt of such notice.

(1) That in the case of failure to perform any of the obligations which may do on the Mortgagor's behalf in conformity with the Convenants herein, the Mortgagor may do any act to incur personal liability or damage to any third party upon demand and notice to the Mortgagor to protect the interest herein held by the Mortgagor.

b. THE MORTGAGE FURTHER COVENANTS:

(7) To copyify with all requirements of law with respect to the mortgaged premises;

(6) Note to section 32(1)(c) of the Act: The permission to carry out any nuisance to exit or said property here to diminish nor impairs

¹³ To keep his expressly subordinated to the line he had been appointed without waste, without expense, and little time and machinery, or other men in

may become eligible for a grant under paragraph (2) if such organization is not organized or operated for educational, charitable, religious, or other purposes.

Upon said premises, he will have the right to inspect and remove any and all property which may be thereupon.

from making all monthly payments until the underlying lease is paid in full.

(2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, hazards not now contained other hazards, or the mortgagee under laws reasonably required to be insured against loss or damage by fire.

(1) To provide charges mainly when due and payable all general taxes, special taxes, special assessments due, water charges, sewer service charges and other taxes and charges arising from participation of such taxes and charges to be applied thereon, and to furnish the monies so received by said note in anticipation of such taxes and charges to be applied thereon, and all such items extended against said property which the concurrence of the original or duplicate receipts of this instrument.

A. THE MORTGAGE COVENANTS: