



UNOFFICIAL COPY 93123330

FIRST NATIONAL BANK OF EVERGREEN PARK
3101 W. 95TH STREET
EVERGREEN PARK, ILLINOIS 60642

COMMERCIAL MORTGAGE

THIS MORTGAGE made this 16TH day of FEBRUARY, 1993 between SOUTHSIDE TABERNACLE ASSEMBLY OF GOD CHURCH, INC., A NOT-FOR-PROFIT CORPORATION (hereinafter referred to as "Mortgagor") and the

FIRST NATIONAL BANK OF EVERGREEN PARK, WHICH IS ORGANIZED AND EXISTING UNDER THE LAW OF THE UNITED STATES OF AMERICA, AND WHOSE ADDRESS IS 3101 W. 95TH STREET, EVERGREEN PARK, ILLINOIS, 60642. (hereinafter referred to as "Mortgagee").

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of ONE HUNDRED EIGHT THOUSAND AND NO/100--- Dollars (\$108,000.00), which indebtedness is evidenced by Mortgagor's Note dated FEBRUARY 16, 1993 (hereinafter referred to as the "Note"), which Note provides for monthly installments of \$1,000.00 interest & DUE on the 16TH day of each month commencing with MARCH 16, 1993 until the Note is fully paid with the balance of the indebtedness, if not sooner paid, due and payable on FEBRUARY 16, 1994.

NOW, THEREFORE, the Mortgagor, to secure the payment of this Note with interest thereon, the payment of all other sums with interest thereon advanced in accordance herewith, to protect the security of this Mortgage, and the performance of the covenants and agreements of the Mortgagor herein contained the Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described real estate located in the County of COOK, State of ILLINOIS:

PARCEL 1: THE EAST 125 FEET OF LOT 2 (EXCEPT THE NORTH 19 FEET THEREOF) AND THE EAST 125 FEET OF THE NORTH 2 FEET OF LOT 3 IN BLOCK 7 IN BURNHAM'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 IN SECTION 5, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PERMANENT TAX ID NO.: 25-05-110-020 ADDRESS: 8808 S. BISHOP, CHICAGO, ILLINOIS

PARCEL 2: LOTS 25 AND 26 IN BLOCK 1 IN SUBDIVISION BY JOHN G. SHORTALL TRUSTEE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 IN SECTION 26, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PERMANENT TAX ID NO.: 20-26-203-014 ADDRESS: 1526 E. 71ST PLACE, CHICAGO, ILLINOIS

PARCEL 3: LOT 7 IN BLOCK 12 IN STOCKS SUBDIVISION OF AUBURN OF THE WEST 1/2 OF THE SOUTHWEST 1/4 IN SECTION 28, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PERMANENT TAX ID NO.: 20-28-307-019 ADDRESS: 7524 S. EMERALD, CHICAGO, ILLINOIS

PERMANENT TAX IDENTIFICATION # SEE ABOVE

Which real estate has the address of SEE ABOVE and which, with the property herein described, is referred to herein as the "Premises".

"TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), all fixtures, apparatus, equipment and articles, other than such as constitute trade fixtures used in the operation of any business conducted upon the Premises as distinguished from fixtures which relate to the use, occupancy and enjoyment of the Premises, it being understood that the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified); and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby, understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall be for the purposes of this Mortgage to be deemed to be real estate and conveyed and mortgaged hereby.

Mortgagor covenants that Mortgagor is lawfully seized of the real estate hereby conveyed and has the right to mortgage, grant and convey the Premises, that the Premises is unencumbered and that Mortgagor will warrant and defend generally the title to the Premises against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagor's interest in the Premises.

IT IS FURTHER UNDERSTOOD THAT:

1. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.

2. In addition, the Mortgagor shall:

- Promptly repair, restore or rebuild any improvement now or hereafter on the property which may become damaged or destroyed.
- Pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against the property, including those heretofore due. (The monthly payments provided in the Note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.
- Keep the improvements now existing or hereafter erected on the property insured against loss or damage by fire, lightning, wind storm or such other hazards, as the Mortgagee may reasonably require to be insured against under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies through such agents or brokers and in such form as shall be satisfactory to the Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee.

This instrument was prepared by Mail
COMMERCIAL LOAN DEPARTMENT
FIRST NATIONAL BANK OF EVERGREEN PARK
3101 W. 95TH STREET
EVERGREEN PARK, ILLINOIS 60642

COMMERCIAL LOAN DEPARTMENT
FIRST NATIONAL BANK OF EVERGREEN PARK
3101 W. 95TH STREET
EVERGREEN PARK, ILLINOIS 60642

UNOFFICIAL COPY

Property of Cook County Clerk's Office

MORTGAGE

Box _____

To _____

MAIL TO:

CENTRAL MORTGAGE PROCESSING UNIT
c/o OAK LAWN NATIONAL BANK
9400 SOUTH CICERO AVENUE
OAK LAWN, IL 60453

Loan No. _____

LFI Form 5-679

UNOFFICIAL COPY

15. Upon payment of all sums secured by this Mortgage, Mortgagor shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordations or any documentation necessary to release this Mortgage.

16. Mortgagor assigns to Mortgagor and authorizes the Mortgagor to negotiate for and collect any award for condemnation of all or any part of the Premises. The Mortgagor may, in its discretion, apply any such award to amounts due hereunder, or for restoration of the Premises.

17. Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor and each and every person except decree or judgment creditors of the Mortgagor; in its representative capacity and of the trust estate, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

18. This Mortgage shall be governed by the law of the jurisdiction in which the Premises are located. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

IN WITNESS WHEREOF, the undersigned have signed this Mortgage on the day and year first above written at
EVERGREEN PARK, Illinois.

SOUTHSIDE TABERNACLE ASSEMBLY OF GOD CHURCH,
INC., A NOT-FOR-PROFIT CORPORATION

Spencer Jones
SPENCER JONES, PRESIDENT

LaVerne Davis
LAVERNE DAVIS, SECRETARY

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, DOROTHY E. GREEN, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT SPENCER JONES and LAVERNE DAVIS, personally known to me and known by me to be the President and Secretary respectively of SOUTHSIDE TABERNACLE ASSEMBLY OF GOD CHURCH, INC. in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said SOUTHSIDE TABERNACLE ASSEMBLY OF GOD CHURCH, INC. as aforesaid, for the uses and purposes therein set forth, and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said SOUTHSIDE TABERNACLE ASSEMBLY OF GOD CHURCH, INC., did affix the said corporate seal to said instrument as his free and voluntary act and as the free and voluntary act of said SOUTHSIDE TABERNACLE ASSEMBLY OF GOD CHURCH, INC. as aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16TH day of

FEBRUARY 19 93

OFFICIAL SEAL
DOROTHY E. GREEN

Notary Public, State of Illinois
My Commission Expires 2/3/96

Dorothy C. Green
Notary Public

My Commission Expires _____

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instruments as free and voluntary acts, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal, this _____ day of _____ A.D. 19_____.

Notary Public

My Commission Expires _____

93123330

UNOFFICIAL COPY

(e) A company to whom a claim may otherwise accrue shall be entitled to receive such notice as may be required by law or by the terms of the contract.

Any changes or additions to the provisions of Paragraph 3 hereof, All conditions and agreements shall be joint and several.

Such a rule could be applied to all other areas of law, such as the protection of personal data and may be exercised proportionately under Article 22(1) of the GDPR.

or of products (the service of any such right or remedy). The procurement of insurance or the payment of taxes or other liens or charges by Mortgagor shall not be a waiver of Mortgagor's right to prosecute, to the fullest extent possible, the indebtedness secured by this Mortgage.

expenses) provided to a separate Subordination Agreement and without the benefit of this Interim Agreement, bearing the priority over the rights of any such junior lien except as otherwise

such as secured by this mortgage by reason of any demand made by the original mortgagee and his successors or interest.

shall not be obliged to see to the application of the purchase money.

Parties may therefore seek first to settle their dispute by a process of conciliation or arbitration. If this fails, they may then turn to the courts for a decision.

For the accuracy of the right to relocate, whether or not culturally compromised; (c) preparations for the relocation of the affected party based on the terms of the agreement; or (d) preparations based on a breakdown of benefits to relocatees as measured by the number of households moved and the percentage of households moved.

share to be utilized by the proprietor of a recaver but he may still be liable to terminaties any lease injurior to the lessor therof; and upon delivery of a copy in case of sale, but it not need be issued, until the expiration of the statutory period during which it may be issued and no release of said premises

of remembrance, and such tributes, services and donations, when presented to the President or the First Lady, shall be delivered by the Secretary of State, who will forward them to the appropriate office of the White House, which there shall be deposited for the use of the First Lady.

and without notice to the Minister of any amendment to the terms of his office.

the arrangement of the microtubule shall consist of a central tube or tube-like structure surrounded by a ring of peripheral tubules.

Car A: After days of hearing Dean addressed, that have been repeated in part and; further advances made at a later date, which advances shall in no event operate to make the Plaintiff sum of the indebtedness greater than the original principal amount of Plaintiff's any amount of amounts that may be added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security.

This Mortgage or to proceed to foreclose this Mortgage.

or proceeds of sale of real premises if no claim is made for damages based upon the mortgagee's right to foreclose or to sue for specific performance.

or records that the managers may do on the manager's behalf relating to the manager's business or affairs.

By such Notes to be furnished by the said payee and his or her assigns the foregoing instrument may be made void or as any time such default occurs.

3. Any such ownership interest or transfer of any right, title or interest in the Partnership or any portion thereof or any interest or assignment of all or any part of the business, whether in any form holding title to the Partnership without the prior written approval of the Manager shall, at the option of the Manager, constitute a default thereby giving rise to the termination of the Manager's rights under this Article 5.

(4) The scheme of payment by instalments shall be subject to the following conditions:

- (a) The scheme of payment by instalments shall be subject to the following conditions:
- (b) Completely within the requirements of law or under such ordinances which happen to be in force and the use thereof.
- (c) Completely within the provisions of any lease it the mortgage is on a leasehold.

(e) Keep asset protection in good condition and repair without waste and free from any mechanics or other form of cause of loss or expense.