



# UNOFFICIAL COPY

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

25-  
**COMMERCIAL  
MORTGAGE**

THIS MORTGAGE made this 19TH day of MARCH, 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 FIFTEEN THOUSAND TWO HUNDRED AND NO/100-- Dollars (\$ 15,200.00), which indebtedness is evidenced by Mortgagor's Note dated MARCH 19, 1993, (hereinafter referred to as the "Note"), which Note provides for monthly installments of MINIMUM interest XX DUE on the 19TH day of each month commencing with APRIL 19, 1993 until the Note is fully paid with the balance of the indebtedness, if not sooner paid, due and payable on MARCH 19, 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.

LOT 101 IN ALLERTON'S ENGLEWOOD ADDITION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT RAILROAD RIGHT OF WAY) IN SECTION 19, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CHICAGO, ILLINOIS  
CITY OF CHICAGO

10 MARCH P.M 1:08

93219095

PERMANENT TAX IDENTIFICATION # 20-19-309-015

Which real estate has the address of 2021 W. 67TH PLACE, CHICAGO, ILLINOIS 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 thereto 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 heretofore.

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, premium 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:
  - (a) Promptly repair, restore or rebuild any improvement now or hereafter on the property which may become damaged or destroyed.
  - (b) 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.
  - (c) 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  
COMMERCIAL LOAN DEPARTMENT  
FIRST NATIONAL BANK OF EVERGREEN PARK  
3101 W. 95TH STREET  
EVERGREEN PARK, ILLINOIS 60642

Book 333

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Box \_\_\_\_\_  
**MORTGAGE**

TO \_\_\_\_\_

MAIL TO:

STANLEY FREDERIC PROSEN  
ROBERT WILSON PROSEN  
SUSAN MARGARET PROSEN  
CHARLES CYRUS PROSEN

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

Loan No. \_\_\_\_\_

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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 recordation of any documentation necessary to release this Mortgage.

16. Mortgagor assigns to Mortgagee and authorizes the Mortgagee to negotiate for and collect any award for condemnation of all or any part of the Premises. The Mortgagee 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 appraisement, 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, PRESIDENT

  
LAVERNE DAVIS, SECRETARY

STATE OF ILLINOIS

COUNTY OF COOK

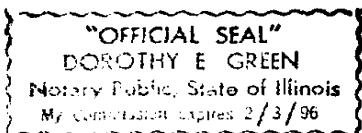
} ss.

I, DOROTHY E. GREEN  
CERTIFY THAT SPENCER JONES

a Notary Public in and for said County in the State aforesaid, DO HEREBY  
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 19TH day of MARCH, 1993.



  
Dorothy E. Green  
Notary Public

My commission expires FEBRUARY 3, 1996

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  
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 SPENCER JONES signed, sealed and delivered the said instruments as  
free and voluntary act, 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 \_\_\_\_\_

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14. Except to the extent any notice shall be required under applicable law to be given in another manner, any notices to Mortgagor shall be given by mailing such notice by certified mail and addressed to Mortgagor at Mortgagor's address or to such other address as Mortgagor shall be given by Mortgagor prior to the date of this Agreement.

13. The consequences contained herein shall bind and the right hereunder shall [initials] 12, the respective successors and assigns of Mortgagor and  
Mortgagor subject to the provisions of paragraph 3 hereof. All covenants and agreements of Mortgagor shall be joint and several.

12 All demands provided in this Mortgagee's right to collect rent or payment of taxes or charges by Mortgagee shall not be a waiver of Mortgagee's right to collect rent or payment, the commencement of insurance or other liens or charges by Mortgagee or of the exercise of any such right of replevin, garnishment, attachment, or execution, or of any other remedy under this Mortgage or of any other right or remedy under this Mortgage or afforded by law or equity.

9. Extension of the time for payment or modification of the sums secured by this mortgage, or any successor in interest, shall not be construed to constitute an extension of the original mortgagee's successor in interest.

7. Any sale, conveyance or transfer of all or any part of my interest, title or interests in any premises or any fixtures, fittings, equipment or fixtures, furniture, fixtures, equipment, machinery, apparatus or other personal property used in the conduct of my business or trade, or any part of the assets of my business or trade, shall constitute a default under and upon any such default the Mortgagor shall hold the Mortgagagee or any trustee holding title to the premises without the prior written consent of the Mortgaggee, shall commence a default proceedings and pay arrears and foreclose this Mortgagee immediately or at any time during the continuance of the default.

5. It is the intent hereof to secure payment of the Note whether the same shall have been advanced or at a later date, by paying the sum of the principal sum of this Note plus an amount of interest which shall be added to the principal to make the principal plus the interest due thereon plus an amount of preexisting the security.

3. Any static, containerized instance of transfer or any portion thereof or any static, transfer or assignment of all or the foregoing, constitutes a direct or indirect disclosure of the information contained therein without the prior written approval of the holder of the rights, except where the transferor or assignee has the right, in any event, to do so by such notice to be immediately due and payable and before the transferor or assignee may effectuate or do any such default occurs.

(g) Company will sell all non-qualifying units of law or municipal ordinances with respect to the Province and the use thereof; (h) Company will the provisions of any lease if the mortgage is on a leasehold.

(b) Not subject to general and ordinary rules of law if otherwise so held or if it is held that no such provision can be validly applied by any court of arbitration to act.

(d) Companies within a reasonable time shall provide a copy of any documents or correspondence now or at any time in process of revision upon application.  
Inquiries shall expire. All policies shall provide further that notices shall receive 70 days notice prior to cancellation.