

TRUST DEED 94 (17332) 47300



CTTC 11

THE ABOVE SPACE FOR RECORDER'S USE ONLY

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THIS INDENTURE, made December 23 1993, between EVANGELICAL LUTHERAN CHURCH OF CHRIST THE MEDIATOR

a corporation organized under the laws of Illinois, herein referred to as "Mortgagor," and LUTHERAN BROTHERHOOD, a Minnesota corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: *W J Heard* a MINNESOTA

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Ninety-eight Thousand Five Hundred (\$98,500.00) and no/100-----

Dollars, evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF-BEARER LUTHERAN BROTHERHOOD, a Minnesota Corporation (Holder)

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from the date of disbursement on the balance of principal remaining from time to time unpaid at the rate of (7.75%) per cent per annum in instalments (including principal and interest) as follows: Nine Hundred Twenty-eight (\$928.00) and no/100-----

Dollars or more on the first day of February 1994 and Nine Hundred Twenty-eight and no/100-----

Dollars or more on the first day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the first day of January 2009. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 7.75% per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in

Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of LUTHERAN BROTHERHOOD, 625 Fourth Ave. So. Minneapolis, Minnesota 55415

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF COOK, AND STATE OF ILLINOIS, to wit: See attached Exhibit A

(For further terms, conditions and covenants of this Trust Deed, see the Rider consisting of three pages which is attached hereto and by reference made a part hereof, and where this Trust Deed is inconsistent with the terms of the attached Rider, the terms of the Rider shall control.)

17-34-105-044

RECORDING
BOX 156

which, with the property hereinafter 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 apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate, whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or article hereafter placed in the premises by the mortgagor or its successors or assigns shall be considered as constituting part of the real estate. TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagor, its successors and assigns.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the church council and membership of said corporation.

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its officers EVANGELICAL LUTHERAN CHURCH OF CHRIST THE MEDIATOR

CORPORATE SEAL

BY *William J. Heard*
William J. Heard Assistant Vice President
ATTEST: *Muriel Chandler*
Muriel Chandler, Assistant Secretary

STATE OF ILLINOIS, } SS. I, *the undersigned*
County of *DuPage* a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

William J. Heard Assistant Vice President of the *Evangelical Lutheran*
Church of Christ, Lutheran and *Muriel Chandler* Assistant Secretary

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant 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 Company, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary is custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes

"OFFICIAL SEAL"
JANUARY 1997
Notary Public, State of Illinois
My Commission Expires 12/26/97

GIVEN under my hand and Notarial Seal this 23 day of December, 1993.
Jane Hester NOTARY PUBLIC

Notarial Seal

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EXHIBIT "A"

LOTS 1, 4, 5, 8 AND 9 AND THE NORTH 21-1/2 FEET OF LOT 12 IN BLOCK 2 IN LAFLIN AND LOOMIS' SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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RIDER 4 8380 3

Attached and made a part of that certain Trust Deed dated December 23, 1993 between EVANGELICAL LUTHERAN CHURCH OF CHRIST THE MEDIATOR as Mortgagor and LUTHERAN BROTHERHOOD as Holder of the Note.

Section I - Covenants

Mortgagor represents and covenants to Holder of the Note as follows:

1. Execution and delivery of this Trust Deed, the Note and all of the instruments which refer to or secure the Note (hereinafter referred to as Loan Documents), has been duly and validly authorized, and the Note, this Trust Deed and said other instruments have been duly and validly executed and delivered by and on behalf of Mortgagor and are valid, binding and enforceable obligations of Mortgagor in accordance with their terms.
2. Mortgagor covenants and agrees with Holder of the Note, so as long as any indebtedness hereby secured shall remain unpaid, to give to Holder of the Note prompt notice in writing of any condition or event which constitutes an event of default, or which, after notice or lapse of time or both, would constitute such an event of default. Mortgagor shall maintain the existence of the corporation comprising Mortgagor named EVANGELICAL LUTHERAN CHURCH OF CHRIST THE MEDIATOR.
3. **HAZARDOUS SUBSTANCES:** The Mortgagor represents, warrants, and covenants that the property has not been used or involved, and will not be used or involved, in release, handling, storage, or disposal of Hazardous Substances. For purposes of this Trust Deed, "Hazardous Substances" means (i) hazardous waste, toxic substances, polychlorinated biphenyls, asbestos or related materials, petroleum, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquified natural gas, synthetic gas usable for fuel or mixtures thereof; (ii) substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, et seq., Hazardous Materials Transportation Act, 42 U.S.C. Sec. 6901, et seq., Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); and (iii) any other hazardous substance, hazardous waste, pollutant, contaminant, or toxic substance the release, handling, storage, or disposal of which is regulated or governed by any law, regulation, code, or ordinance now existing or hereafter enacted or amended.

. DEPT-01 RECORDING \$31.00
. T3000 TRAN 5992 01/06/94 11:27:00
. #4803 # *-94-017332
. COOK COUNTY RECORDER

Section II - Defaults

1. If the Mortgagor shall commit an act of bankruptcy, shall file a voluntary petition in a bankruptcy, reorganization, arrangement or insolvency proceeding, shall consent to voluntary or involuntary adjudication in bankruptcy or to reorganization or shall be adjudged bankrupt or insolvent under any applicable law or laws, or admits, in writing, to having become insolvent, or becomes unable to pay its debts as they mature, or makes an assignment for the benefit of its creditors then this Trust Deed shall be deemed in default and the Holder of the Note may, at its option, declare the principal of and the accrued interest on the Note and all sums advanced hereunder, with interest, to be immediately due and payable.
2. The Mortgagor shall provide the said Holder of the Note with a full copy of its annual report within a reasonable time after the end of its fiscal year. This report shall include information on the congregation's income and expenses and such other financial information as is available. Failure to provide such report shall, at the option of the Holder of the Note, constitute a default in this Trust Deed.

It shall be an immediate event of default hereunder if, without the prior written consent of the Holder of the Note, any of the following shall occur:

3. If Mortgagor shall create, effect, contract, commit to or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, liens, pledge, mortgage, security interest or other encumbrance or alienation of the mortgaged property or part thereof, or interest therein.
4. If there shall be any change in control (by way of transfer of shares, partnership interest or otherwise) in any entity which directly or indirectly controls the entity described as EVANGELICAL LUTHERAN CHURCH OF CHRIST THE MEDIATOR.

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5. If Mortgagor enters into any merger negotiations with another congregation.
6. If Mortgagor ceases to use the current worship facility known as Christ the Mediator Lutheran Church located at 3100 South Calumet, Chicago, Illinois as its primary worship facility.
7. If the Mortgagor changes its corporate name.
8. If Mortgagor changes the form of corporate entity.

If one or more of the above named events (herein referred to as "Events of Default") shall occur, then the Holder of the Note is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Holder of the Note hereunder, to declare without notice all indebtedness hereby secured to be immediately due and payable, whether or not such default is thereafter remedied by the Mortgagor, and the Holder of the Note may immediately proceed to foreclose this Trust Deed and/or exercise any right, power or remedy provided by this Trust Deed, the Note, the Assignment or any of the other documents evidencing and/or securing the Note or by law in equity confer.

In the event Mortgagor shall request the consent of Holder of the Note to a transfer, conveyance or encumbrance prohibited by the above section, Mortgagor shall deliver a written request to Holder of the Note together with complete information regarding such conveyance or encumbrance and shall allow Holder of the Note 90 days after delivery of all required information for evaluation of such request. In the event that such request is not approved within such 90 day period, it shall be deemed not approved. Holder of the Note may charge an administrative fee to process any such sale, conveyance, transfer, mortgage or other encumbrance. Such approval may be subject to such modification of a loan term, interest rate, maturity date and required collateral used as security as may be established by Holder of the Note. Consent as to any one transaction shall not be deemed to be a waiver of the right to require consent of future successive transactions.

Section III - Insurance

The Mortgagor shall obtain, maintain and keep in full force and effect during the term of this Trust Deed the following insurance:

- A. Against loss or damage by fire, lightning and other risks customarily covered by standard extended coverage endorsement, together with a vandalism and malicious mischief endorsement, all in such amounts as may from time to time be required by Holder of the Note, but in no event in any amount less than the full replacement cost of the improvements now existing or hereafter erected or placed upon the Premises, including the cost of debris removal, and of all Property, and, in the event, in an amount not less than the unpaid principal balance secured by this Trust Deed.
- B. Comprehensive general public liability insurance for a minimum amount of \$1,000,000.00 against claims for bodily injury, death or property damage occurring in, on or about the demised premises.

All insurance in a company or companies are to be approved by said Holder of the Note, and the policy or policies are to be held by and payable to said Holder of the Note. In the event any sum of money becomes payable under such policy or policies, the Holder of the Note shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor to receive and use it, or any part hereof, for other purposes, without thereby waiving or impairing any equity lien or right under or by virtue of this Trust Deed, and may place and pay for such insurance or any part thereof, without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest at the Note rate of interest.

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Section IV - Condemnation

In case of a taking as a result of or in lieu of or in anticipation of the exercise of the right of condemnation of eminent domain of all or any part of the Mortgaged Property or the commencement of any proceedings or negotiations which might result in such a taking, the Mortgagor shall promptly give the Holder of the Note written notice thereof. Should any of the Mortgaged Premises be taken by exercise of the power of eminent domain, or sold by private sale in lieu thereof, Mortgagor hereby irrevocably assigns, sets over and transfers to Holder of the Note any award, payment or other consideration for the property so taken or sold, and the same shall be applied, at the option of the Holder of the Note, first to the payment of costs and expenses and then either to the reduction of the indebtedness due hereunder or to the restoration of the property.

V - Notice

All notices or other communications required or permitted to be given hereunder or in any of the Loan Documents shall be in writing and shall be properly given if: (i) delivered in person to the intended addressee, or (ii) mailed by first class United States Mail, postage prepaid, registered or certified with return receipt requested to the following addresses:

Christ the Mediator Lutheran Church
3100 South Calumet
Chicago, Illinois 60616

Lutheran Brotherhood
625 Fourth Avenue
Minneapolis, MN 55415
Attn: Church Loan Department

Unless expressly and specifically provided herein or in any other Loan Documents to the contrary, any notice so mailed shall be effective upon its deposit in a post office or official depository under the care and custody of the United States Postal Service. Notice may also be given in a manner other than by personal delivery or mailing as set forth above, but any such other notice shall be effective only if and when received by the addressee. Any party hereto shall have the right to change its address for notice hereunder by the giving of thirty (30) days notice to the other parties hereto in the manner set forth hereinabove.

VI - Severability

If any provision of any of the Loan Documents or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of the instrument in which such provision is contained, nor the application of such revision to other persons or circumstances, nor the other instruments referred to shall be affected thereby, but rather shall be enforceable to the greatest extent permitted by law.

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