# UNOFFICIAL

#### REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That FULL GOSPEL CHRISTIAN ASSEMBLY, ("Mortgagor(s)"), Mortgage(s) and Warrant(s) to Colonial Trust Company, Trustee, ("Mortgagee") to secure the payment of a certain indebtedness evidenced by certain first mortgage bonds in the total principal amount of \$1,200,000 issued, or to be issued, by the Mortgagor(s) and payable to the order of various bond purchasers pursuant to the terms of a Trust Indenture dated June 12, 1995, entered into by and between Mortgagor and Mortgagee, in the principal amount of One Million Two Hundred Thousand and No/100 Dollars (41,200,000), together with interest on the unpaid portion of the principal of said bonds from the date per squad until paid according to the terms thereof. T#2222 TRAN 2249 07/18/95 10:46:00

The following asscribed Real Estate, to-wit:

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#5287 F. II. # 951-454029 GOOK COUNTY RECORDER DEPT-10 PENALTY 120.00

**\$20.00** 

127.50

TRACT 27 IN MOMEWOOD GARDEN ESTATES, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTH EAST 1/4 (EXCEPT THE EAST 24.75 FEET THEREOF) OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Cormenly known as 3451 West 175th Street Hazel Crest

28-35-203-005

together with all rights, interest, privileges, easements and V) appurtenances thereunto appertaining, and the rents, issues, and profits thereof, and together with all improvements and fixtures now or hereafter erected thereon.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Allinois, and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements perein contained.

Mortgagor(s) warrant(s) that they have fee simple title to said premises, free of all encumbrances, and covenant(a) and agree(s) (1) to defend the same against all claimants whomever; (2) to pay when due all taxes, liens, judgments or assessment lawfully assessed against said property; (3) to keep the improvements now existing or hereafter erected on said property insured against loss or damage by fire and other hazards in companies and ampunts satisfactory to Mortgagee, and deposit the policies of insurance with the Mortgagee, and any loss thereunder to be payable to Mortgagee, without contribution, and such proceeds if not used for reconstruction of buildings damaged or destroyed are to be applied on the indebtedness hereby secured as Mortgagee may elect, and in the event of foreclosure of this mortgage, all interest of Mortgagor(s) in policies then in force to pass to Mortgagee; (4) that if Mortgagor(s) fail to pay taxes, liens, judgments, or assessments or to maintain insurance as hereinbefore provided, Mortgagee may do so, and all amounts so paid shall bear interest as provided in the bonds heretofore described and be secured hereby; (5) that at any time hereafter the Mortgagee may, at its option, require the Mortgagor(s) to pay Mortgages, along with each regular

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installment of principal and interest, an amount equal to a pro rate portion of the taxes, assessments, and insurance premiums next to become due, as estimated by the Mortgagee who shall be the sole judge of the validity or legality of the taxes and assessments, but such additional amounts paid shall reduce the principal on which interest is charged until such time as the taxes, assessments and insurance premiums are paid by the Mortgagee thereupon increasing the principal balance on which interest is charged to the extent thereof, all being secured hereby; (6) that the Mortgagor(s) will not remove or permit to be removed, any buildings, improvements or fixtures hereby mortgaged, from said premises and will maintain improvements in good repair and refrain from the commission of waste; (?) that in the event the mortgaged premises or any part thereof are taken under the power of eminent domain or by condemnation the Mortgagee shall have the right to require all or part of the proceeds of the award to be applied to the debt secured hereby; (8) thic the Mortgagee, its duly authorized agents or representatives, shall have the right to inspect the premises at all reasonable times; (9) that Mortgagee may extend and defer the maturity of and renewand reamortize said indebtedness, release from liability any party riable thereon, and release from the lien hereof portions of the property covered hereby, without affecting the priority hereof or the liability of Mortgagor(s) or any other party for the payment to be secured hereby;

BUT IT IS EXPRESSLY PROVIDED AND AGREED, That if default be made in the payment of said above Bonds, or any part thereof, or the interest thereon, or default be made upon any of the terms of said Trust Indenture, or in case of waste or non-payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, or if all or any part of the Property or an interest therein is soli or transferred by the Mortgagor(s) without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money courity interest for household appliances, or (c) a transfer by device, descent or by operation of law upon the death of a joint tenant, Mortgagee may, at the Mortgagee's option, declare all sums secured by this Mortgage to be immediately due and payable and this Mortgage may be immediately foreclosed to pay the same by said Mortgagen, its successors, attorneys or assigns; And it shall be lawful for the Mortgagee, its successors, attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof.

UPON the filing of any bill to foreclose this Mortgage in any Court having jurisdiction thereof, such Court may appoint any proper person receiver, with power to collect the rents, issued and profits arising out of said premises during the pendency of such foreclosure suit, and until the time to redeem the same from any sale that may be made under any decree foreclosing this Mortgage shall expire, and such rents, issued and profits, when collected,

may be applied toward the payment of the indebtedness and costs herein mentioned and described: Upon filing a bill to foreclose this Mortgage in any court of competent jurisdiction, there shall immediately become due and payable, an attorney's or solicitor's fee of a reasonable amount, to be taxed as costs in such suit. And upon the foreclosure and sale of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises, said reasonable attorney's or solicitor's fees, and all other costs of such suit, and all moneys advanced for taxes, assessments and other liens, then there shall be paid the principal of said note whether due and payable by the terms thereof or not, and the interest thereon.

In addition to creating a Mortgage Lien on all of the real and other property described above, Mortgagor also grants to Mortgagee a security interest in all personal property of Mortgagor of whatsoever type or nature and wherever located pursuant to the Illinois Unif. Comm. Code, to include, but not necessarily restricted to, all furniture, fixtures, equipment, office machines, vehicles, musical instruments, sound systems and equipment, computers and computer software programs, materials, inventory, supplies, contracts and receivables of Grantor.

If Mortgagor transfers any part of the property without Mortgagee's prior written consent, Mortgages may declare the debt secured by this deed of trust immediately payable. In that event Mortgagee will notify Mortgagor that the debt is payable; if it is not paid within 30 days after notice to Mortgagor, Mortgagee may without further notice or demand to Mortgagor invoke any remedies provided in this instrument for default.

It is understood and agreed that the Trust (ndenture dated June 12, 1995 referred to above is incorporated herein as if set forth herein and that any default by Mortgagor in any of the terms of such Indenture shall be deemed a default in the payment of the indebtedness and a default in the terms and conditions of this Mortgage.

DATED this July 17th day of July A.D. 1995.

FULL GOSPEL CHRISTIAN ASSEMBLY

Wilson, President

Kenel / Seld (SEAL)

Bernice Green, Secretary

STATE OF ILLINOIS COUNTY OF COOK	) ) &8. )	
State aforesaid, DO HERE and Bernice Green, Sectopersonally known to me subscribed to the foregoin person and acknowled the said instrument as	Notary Public in and for said County BY CERTIFY that Ronald F. Wilson, Presidetary of FULL GOSPEL CHRISTIAN ASSEM to be the same person whose names ing instrument, appeared before me this ged that they signed, sealed and delivation free and voluntary act, for the forth, including the release and waive	dent BLY, are day ered uses
Given under my hand as	nd official seal, this 17th day 1995.	of
My Commission Expires:	Notary Public	<del></del>
March 22,1998	"OFFICIAL SEAU" C. Denise Eferighe Notary Public, State of Illinois My Commission Expires Mar. 22, 1970	
This document prepared by and should be returned to:		
Warlick Thomas Burdett, Morgan & Thomas, L.L. 5700 S.W. 45th Amarillo Texas, 79109	Notary Public, State of Illinois My Commission Expires Mar. 22, 1978	