GEORGE E. COLEO LEGAL FORMS

No. 103 Med November 1994

MORTGAGE (ILLINOIS)
For Use With Note Form No. 1447

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THIS AGREEMENT, made APRIL 19 25, between CUYLER EVANGELICAL COVENANT CHURCH, an Illington Religious Corporation, of 1614 W. Byron Struct, Chicago, Illingts 60613

(No. and Street) (City)

(Stuto)

herein referred to as "ido.wagors," and NATIONAL COVENANT
PROPERTIES, an Illinois not-for-profit corporation,

of 5101 N. Francisco Averue, Chicago, IL 60625-3699 (No. and Street) (City) (State)

herein referred to as "Mortgagee," witness the

THAT WHEREAS the Mortgage are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal TWENTY THOUSAND AND NO/100——————DOLLARS

(\$ 20',000.00-----), payable to the oros, of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in

said note, with a final payment of the balance due on the 3150

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COOK COUNTY RECORDER

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day of October , xx 2015, and all of said principal and interest are made payable at such place 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 the Mortgagee at 5101 N. Francisco Avenue, Chicago, Tilings 60625-3699

NOW, THEREFORE, the Mortgagors to secure the payment of the said concipal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the

City of Chicago

\_\_\_\_, COUNTY OF

COOK

IN STATE OF ILLINOIS, to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

which, with the property hereinafter described, is referred to herein as the "premises,"

Permanent Real Estate Index Number(s): 14-19-208-015; 14-19-208-016; 14-19-208-017; 14-19-208-018

Address(es) of Real Estate: 1614 W. Byron Street, Chicago, Illinois 60613

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 Mortgagors 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 articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TICOR TITLE INSURANCE

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. TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive. The name of a record owner is: \_\_CUYLER EVANGELICAL COVENANT CHURCH This mortgage consists of four pages. The covenants, conditions and provisions appearing on pages 3 and 4 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns. Witness the hand . . . and seal . . . of Mortgagors the day and year first above written. CUYLER EVANGELICAL COVENANT CHURCH, an Illinois Religious Corporation Elaine Miller Mary-Ann Estacion PLEASE (SEAL) And (SEAL) PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) SEE ATTACHED JURAT State of Illinois; Count I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREB CERTIFY that . personally known to me to be the same person \_\_\_\_ whose name **IMPRESS** SEAL to the foregoing instrument, appeared before me this day in person, and acknowledged that HERE \_ signed, sealed and delivered the said instrument 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 official seal, this ... day of Commission expires NOTARY PUBLIC This instrument was prepared by (Name and Address) Mail this instrument to (Name and Address)

OR RECORDER'S OFFICE BOX NO. \_\_\_\_\_

edrstess.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2, descriptions

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Morrgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Morrgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner

provided by statute, any tax or assessment which Mortgagors may desire to contest.

J. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts accured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt eccured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefort provided, however, that if in the opinion of counsel for the Mortgage (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing event to Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Morrgagors covenant and agree to pay such tax in the manner required by any such law. The Morrgagors further covenant to hold harmless and agree to indemnify the Morrgagoe, and the Morrgagoe's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note

secured hereby.

5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the

required payments) as may be provided in said note.

- 6. Mortgagors shall keep all buildings and improvements now or hereafter altuated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay it full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver ill policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver ren wal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any ax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, it all ding attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest there is at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or

estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Mortgagots shall pay each item of indebtedness herein mentioned, both principal and interest, when the according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness section by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

10. When the indebtedness hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

. 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceeding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No act in for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be

good and available to the party interposing same in an action at law upon the note hereby secured.

14. The Morigages shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagore shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for

payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said in bettedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time here feer liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, norwithstanding such extension, variation or release.

17. Mortgager shall release this morr age and lien thereof by proper instrument upon payment and discharge of all

indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such realease.

18. This mortgage and all provisions hereo, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors are a sisigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that There is the state of CUYLER EVANGELICAL, COVENANT CHURCH, an Illinois Religious Corporation, and Elacue Nucleus as The Clarific Revenue thereof, and personally
as need thereof, and personally
known to me to be the same persons whose names are subscribed to the foregoing instrument,
appeared before me this day in person and severally acknowledged that as such
said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant
to authority given to the Board of Luncker for Church said corporation, as their free and
voluntary act, and as ine free and voluntary act and deed of sald corporation, for the uses and purposes therein set form
Given under my hand and orficial seal this 12 day of

OFFICIAL SEAL
SETTY J. HOPKINS
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JUNE (1,1993

Notary Public

PREPARED BY:
David Johnson
5101 N. Francisco Ave.
Chicago, IL 50625

RETURN TO VITA LAHA.
TICOA SIFLE TRESINANCE
203 N. LASALLE, STE. 1400
CHICAGO, IL 606011
REI 77221- 23873-14

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Property of Cook County Clerk's Office

# RIDER ATTACHED TO FIRST MORTGAGE BETWEEN CUYLER EVANGELICAL COVENANT CHURCH, MORTGAGOR/DEBTOR AND NATIONAL COVENANT PROPERTIES, MORTGAGEE

- 1. Where the terms of this Rider and Mortgage conflict, the Rider shall control.
- Transfer of the Property. If all or any part of the Property or any interest in it is sold or transferred without National Covenant Properties' prior written consent, National Covenant Properties may, at its option, require immediate payment in full of all sums secured by this Mortgage.
- 3. Debtor shall have the right to prepay the Note in whole or in part at any time without penalty. Prepayments shall first be applied to the interest due, and then to the remaining principal.
- 4. In the event that Dector shall breach any obligation under this Mortgage or the Note which it secures or shall:
  - (a) Receive notice that any violation of any Federal, State or local environmental, health or safety law or regulation may have been committed or is about to be committed by Debtor in correction with the Property;
  - (b) Receive notice that any administrative or judicial complaint or order has been filed or is about to be filed against Debtor alleging violations of any Federal, State or local environmental law or regulation or requiring Debtor to take any action in connection with the release of toxic or reasonable substances or release of petroleum or any petroleum product (including, without limitation, crude oil or any fraction thereof) into the environment in connection with the Property:
  - (c) Receive any notice from a Federal, State or local governmental agency or private party alleging that the Debtor may be liable or responsible for costs associated with a response to or clean up of a release of a toxic or hazardous substance or release of petroleum or any petroleum product (including, without limitation, crude oil or any fraction thereof) into the environment or any damages cruced thereby in connection with the Property;
  - (d) Receive any notice that Debtor is subject to Federal, State or local investigation evaluating whether any remedial action is needed to respond to the release of any hazardous or toxic waste, substance or constituent, petroleum products (including, without limitation, crude oil or any fraction thereof) or any other substance into the environment in connection with the Property;

Sort Of Cook County Clerk's Office

- (e) Incur any additional debt without the prior written consent of National Covenant Properties in connection with the Property;
- (f) Fail to maintain its affiliation with The Evangelical Covenant Church or its status as an organization exempt from federal taxation pursuant to Section 501(c)(3) of the internal Revenue Code;

### or in the event that:

- (a) National Covenant Properties shall reasonably deem itself insecure;
- (b) Any proceeding shall be instituted by or against Debtor under any bankruptcy or insolvency statute;
- (c) Debtor shall make an assignment for benefit of creditor;
- (d) A receiver shall be appointed for Debtor or Debtor's property,

National Covenant Properties may, at its option, without notice or demand, require immediate payment in full of all sums then due and owing on the Note.

- Debtor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Property which may become damaged or destroyed; (2) keep said Property in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien; and (3) compitable vith all requirements of law or municipal ordinances with respect to the Property and the use thereof.
- Debtor shall keep all buildings and improvements now or hereafter situated on said Property insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of naneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the lidebtedness secured hereby, all in companies satisfactory to National Covenant Properties under Insurance policies payable, in case of loss or damage, to National Covenant Properties, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver certificates of insurance evidencing such coverage, to National Covenant Properties, and in case of insurance about to expire, shall deliver renewal cortificates not less than ten (10) days prior to the respective dates of expiration.
- 7. Debtor agrees to pay reasonable attorneys' fees, costs and expenses incurred by National Covenant Properties in the collection and enforcement of the above referenced Note. Any forbearance by National Covenant Properties in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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The above terms which are incorporated into the Mortgage referenced above are agreed 8. to and accepted by the undersigned.

> CUYLER EVANGELICAL COVENANT CHURCH, an Illinois Religious Corporation

And: Slave & Miller

Its Chairman

And: Slave & Miller

Its vice Chairman Property of Cook County Clark's Office

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### EXHIBIT A

LOTS 24 THROUGH 29, BOTH INCLUSIVE, IN BLOCK 1 OF H.C. BUECHNER'S SUBDIVISION OF BLOCK 1 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 AND THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 AND THE EAST 1/2 OF THE SOUTH EAST 1/4 THEREOF) IN COOK COUNTY, ILLINOIS.

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