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COOK COUNTY JESSE WHITE BRIDGEVIEW OFFICE

01/12/96

0010 HC# 10:47 RECORDIN 4 31.00

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MAIL

96054427 # 0010 MC# 10:47

01/12/96

AGAGE TO COOK COUNTY CLERK'S OFFICE WARLGAGE TO BE RE-RECORDED TO CORRECT THE GRANTOR'S NAME

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Proberty of Coot County Clert's Office

BOX 333 - TH SCORDATION REQUESTED TO SOUTHWEST FINANCIAL BANK 9640 S. WESTERN AVENUE 90069776 COCH COUNTY, ILLINOIS EVERGREEN PARK, IL 60642 WHEN RECORDED MAIL TO: 90122206 1998 HAR 20 M 10: 22 SOUTHWEST FINANCIAL BANK 9640 S. WESTERN AVENUE EVERGREEN PARK, IL 60642

SEND TAX NOTICES TO:

ATTH: IL. HOSING

SOUTHWEST FINANCIAL BANK 9640 S. WESTERN AVENUE EVERGREEN PARK, IL 60642

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90122206

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

\$16.00

THIS MORTGAGE IS DATED JANUARY 16, 1990, between NEW CHRISTIAN VALLEY MISSIONARY BAPTIST CHURCH, Whose address is 15027 SOUTH PAGE, HARVEY, IL 60426 (referred to below as "Grantor"); and SOUTHWEST FNANCIAL BANK, whose address is 9640 S. WESTERN AVENUE, EVERGREEN PARK, IL. 60642 (referred to below as "Lender").

GRANT OF MORTGAGE Fr valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and providenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalics, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK County, State of Illinois (the "Real Property"):

PARCEL 1: THAT PART OF LOT 1 LYING SOUTH OF THE SOUTHWESTERLY LINE OF RIGHT OF WAY AND LANDS OF PITTSBURG, CINCINNATI AND ST. LOUIS RAILROAD COMPANY IN THE PARTITION OF THAT PART OF THE WEST 1/2 OF SECTION 14 LYING NORTH OF THE LITTLE CALUMET RIVER AND EAST 1/2 OF THE SOUTH W2ST 1/4 OF SECTION 11, EXCEPT RAILROAD LANDS, ALL IN TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF SAID LOT 1, THENCE NORTH A DISTANCE OF 619.60 FEET, THENCE WEST ON A LINE AT RIGHT ANGLES WITH THE LAST DESCRIBED LINE A DISTANCE OF 302.3 FEET, THEN SOUTH ON A LINT. PARALLEL WITH THE EAST LINE OF SAID LOT 1 A DISTANCE OF 619.60 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID LOT 1, THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING, EXCEPT THE PART OF THE LAND COVEYED TO THE DEPARTMENT OF TRANSPORTATION BY DEED RECORDED APRIL 23, 1984 AS DOCUMENT 27052927 IN COOK COUNTY, ILLINOIS PARCEL 2: THAT PART OF LOT 2 LYING SOUTH OF THE SOUTHWESTEFILY LINE OF RIGHT OF WAY AND LANDS OF PITTSBURGH, CINCINNATI AND ST. LOUIS RAILINGAD COMPANY IN PARTITION OF THAT PART OF THE WEST 1/2 OF SECTION 14 LYING NORTH OF LITTLE CALUMET RIVER AND THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 11 (EXCEPT RAILROAD LANDS), ALL IN TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE South west corner of said lot 2, thence north along the west line of said lot 2 A DISTANCE OF 619.60 FEET, THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE PUSTANCE OF 105 FEET, THENCE SOUTH 619.60 FEET, MORE OR LESS, ON A LINE PARALLEL WITH THE WEST LINE OF LOT 2 TO THE SOUTH LINE OF LOT 2, THENCE WEST ALONG THE SOUTH LINE OF LOT 2 TO THE POINT OF BEGINNING, EXCEPT THE PART OF THE LAND CONVEYED TO THE DEPARTMENT OF TRANSPORTATION BY DEED RECORDED APRIL 23, 1984 AS DOCUMENT 27052927 INCOOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1103 EAST 154TH STREET, SOUTH HOLLAND, ILOT 260473. The Real Property tax Identification number is 29-11-313-052-0000, 29-11-316-002-0000.

Grantor presently assigns to Lender all of Grantor's right, litte, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

EDEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall ave the meanings attributed to such terms in the Illinois Uniform Commercial Code.

the meanings attributed to such terms in the tilinois Uniform Commercial Code.

Of South Hilland 4600

Grantor. The word "Grantor" means NEW CHRISTIAN VALLEY MISSIONARY BAPTIST CHURCH. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, lixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property.

Indebtodness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Londer to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" meuns SOUTHWEST FINANCIAL BANK, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lander, and includes without limitation all assignments and solution interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means THE PROMISSORY NOTE FROM NEW CHRISTIAN VALLEY MISSIONARY BAPTIST CHURCH DATED JANUARY

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loar, agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments and documents, whether now or hereafter existing, executed in connection with Grantor's Indebtedness to Lender.

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Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mongage

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

Duty to Maintain. Granter shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance

necessary to preserve its value

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in the Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, a shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, a shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, a shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, a shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, a shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, a shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, a shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, a shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, a shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, a shall have the same meanings as set forth in the Comprehensive Environmental Response, and the same meanings as set forth in the Comprehensive Environmental Response, and the same meanings are shall have the same meanings as set forth in the Comprehensive Environmental Response, and the same meanings are shall have the same meanings as set forth in the Comprehensive Environmental Response, and the same meanings are shall have the same meanings as set forth in the Comprehensive Environmental Response, and the same meaning as shall have the same meaning as shall have the same meaning as shall Section 6901, et seq., or other applicable state or Federal laws, rikes, or regulations adopted pursuant to any of the foregoing. Grantor represent and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generalion, manufacture storage, treatmen, disposal, release or threatened release of any hazardous wasto or substance by any person on, under, or about the Property (b) Grantor has no inowledge of, or reason to believe that there has bosh, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, ceneration, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners of occupants of the Property or (ii) any actual or threatened fitigation or claims of any kind by any person relating to such matters. (c) Except is previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenent, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on under, or about the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on under, or about the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on under, or about the Property shall use, generate, manufacture, store, agent or outless and ordinances, not iding without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this section of the Nortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warrantic contained therein are based on Grantor, as due diligence in investigating the Property to hazardous waste. Grantor hereby (a) releases and waiver any future claims against Lender for Indemotity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws and (b) agrees to Indemnity and hold harrilers Lender against any and all claims, losses, habilities, damages, penaltics, and expe (b) Grantor has no inowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nulsance, Waste. Grantor shall not cause, conduct or permit any nulsance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Specifically with or . If nitration, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock or poucts without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent or Lender. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives play enter upon the Real Property at all reasonable times to attend to Landar's interests and to inspect the Property for purposes of Grantor's convinance with the farms and conditions of this Mortgage

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or horeafter it effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in wilting prior to doing so and so long as Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest

Duty to Protect. Grantor agrees neither to abandon not leave unattended the Property. Grantor shall do all other acts, in addition to those extremely act forth above in this section, which from the character and use of the Property are reasonably, necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and have ble all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale of transfer" means the conveyance of real property or any right, title or interest therein; whether logal or equitable; whether voluntary or involuntary whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of real property interest. If any Grantor is a corporation or partnership, transfer also "codes any change in ownership of the conveyance of real property interest." more than twenty-five percent (25%) of the voting stock of partnership interests, as the case may be, of Gran or. Flowever, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Proporty are a part of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for service: rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's Interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteer (15) days after the lien arises or, if a lien is filed, within lifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or : requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other socialistation to Lender in an amount sufficient to discharge the lian plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lian. It any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire Insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mantgages clause in layor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender.

Application of Proceeds. Grantor shall promptly notify Lender of any toss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Grantor fails to do so within lifteen (15) days of the casuality. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair. Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure pay or reimburse Grantor from the proceeds for the reasonable cost or repair or restoration if Grantor is not in default hereunder. Any proceeds

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which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor.

Unexpired insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

Grantor's Report on insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraisor satisfactory to Lender determine the cash value replacement cost of the Property.

TAX AND INSURANCE RESERVES. Grantor agrees to establish a reserve account to be retained from the loans proceeds in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate taxes and insurance premiums, as estimated by Lender, so as to provide sufficient funds for the payment of each year's taxes and insurance premiums one month prior to the date the taxes and insurance premiums become delinquent. Grantor shall further pay a monthly pro-rata share of all assessments and other charges which may accrue against the Property. If the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated taxes, insurance premiums, casessments, and other charges. Lender shall have the right to draw upon the serve (or pledge) account to pay such items, and Lendor shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or on it to do with respect to the reserve account. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and lend is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an event of default as described below

EXPENDITURES BY LENT ER If Grantor (ails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Londer's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount the Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by appropriate. Any amount to 10 noer expenses in so doing will be a interest at the rate charged under the Note soft the date of repayment by Cantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and in payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the lote, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mongage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the detault. Any such action by Lender shall not be construed as curing the detault so as to ber Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The tollowing provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final little opinion issued in layor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the parayrat historia warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's exprinse. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from lime to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Crantor's use of the Property complies with all existing applicable laws. ordinances, and regulations of governmental authorities.

CONDEMNATION. The following provisions relating to condemnation of the Fronarty are a part of this Mortgage.

Application of Net Proceeds. If all or any part of the Property is condomned by eminent domain proceedings or by any proceeding or purchase in fieu of condemnation, Lender may at its election require that all or any portun of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall repeat the award after payment of all reasonable costs, expenses,

in the condemnation.

In the condemnation of all reasonable costs, expenses, with the condemnation of participate in the proceeding and to be represented in the award. Grantor may be the nominal party in such proceeding, but Lender shall be be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental laxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage, as described below, together with all expenses incurred in recording. perfections

Taxes. The following shall constituted in recording.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mort age or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to Jeduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this went shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either. (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a socurity agreement are a part of this Mortgage.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Illinois Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mongage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mongage as a financing statement. Grantor shall relimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Illinois Uniform Commercial Code), are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, conflictates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

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Attorney-In-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph. Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor heroby trrovocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filling, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, for accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on tile evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Default on Other Payments. Fallure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment nocessary to prevent filling of or to effect discharge of any flen.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, if may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within lifteen (15) days; or (b) if the cure requires more than lifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Breaches. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Mortgage, the Note or the Related Documer a. Is, or at the time made or furnished was, false in any material respect.

Insolvency. The injudyency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, or the dissolution or termination of Grantor's existence at a going business (if Grantor is a business). Except to the extent prohibited by federal law or litinois law, the death of Grantor is in individual) also shall constitute an Event of Default under this Mortgage.

Foreclosure, etc. Comprendent of foreclosure, whether by judicial proceeding, self-heip, repossession or any other method, by any creditor of Grantor against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure, provided that Grantor gives Lender written notice of such claim and furnisher reserves or a surety bond for the cirum satisfactory to Lender.

Breach of Other Agreement. Any Interach by Grantor under the terms of any other agreement between Grantor and Lender that is not remodier within any grace period provided thatein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the proceeding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a mannar as at stactory to Lender, and, in doing so, cure the Event of Default.

Insecurity. Lender reasonably deems itself insecure

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrance of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately durand payable, including any prepayment portatly which Granter works be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Illinois Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to trike possession of the Property and collect the Rents, including amount past due and unpaid, and apply the net proceeds, over and above Lenier", costs, against the Indebtedness. In furtherance of this right, Lendernay require any tenant or other user of the Property to make payments of the right of the Grantor intervocably designates. Lender as Grantor's attorney-in-fact to an orse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any processing grounds to the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgages in Possession. Lender shall have the right to be placed as mortgages in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the nor etty, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgages in possession or receiver may serve without bond if permitted by law. Lenders gift to the appointment of a receiver shall exit whether or not the apparent value of the Property exceeds the Indebtedness by a substantial across the Employment by Lender shall not disquality a person from serving as a receiver.

Judicial Foreclosure, Lender may obtain a judicial decree foreclosing Grantor's interest in all or any pair of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due is Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedias. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in nativity.

Sele of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshallod in exercising its rights and remedies, Lender shall be free to self all or any part of the Property together or separately in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at leasten (10) days before the time of the sale or disposition.

Watver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall no exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, at reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement or its rights shall become a part of the Indebtodness payable on demand and shall bear interest from the date of expenditure until repaid at the Notice rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law. Londer's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacalt any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining till reports (including toreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Carantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall turnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require

9 61-46-1990 U Loan No

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Page 5

"Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. This Mortgage shall be
governed by and construed in accordance with the laws of the State of Illinois.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Montgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's Interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of torbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all findebtedness secured by this Mortgage.

Waiver and Crise its. Lender shall not be deamed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in wining and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any off-eight. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall be said any off-eights or any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instances where such consent is required.

GRANTOR ACKNOWLEDGES HAVI''.G FEAD ALL THE PROVISIONS OF THIS MURTGAGE, AND GRANTOR AGREES TO ITS TERMS.	
GRANTOR:	
REW CHRISTIAN VALLEY MISSIONARY BATTIST CHURCH OF SOUT	h Holland Hoolit
By The Kill Dill Co.	
HAROLD D. WILSON, PASTOR	96054427
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The Management of the Court of Sauth	and Financial Bank OCAO F. Markeys Ave.
This Mortgage prepared by: Jennifer Dovgin, Southwest Financial Bank, 9640 5. Western Ave. evergreen Park, Il. 60642	
orongroun , drw, 111 oc	
2 CORPORATE ACKNOWLEDGMENT	
VA	KNOWEZDGMZN
STATE OF	·····
COUNTY OF COTA	"OFFICIAL SEAL"
	Beverly E. Bitaky Note v. Jublic. State of Illinois
On this day of Tell 19 , be WILSON, PASTOR OF NEW CHRISTIAN VALLEY MISSIONARY BAPTIS	fore me, the under the company to the confilment of the appeared HAROLD D. ST CHURCH and Richard of the corporation
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