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GEORGE E. COLE®
LEGAL FORMS

No.103 REC
February 1996

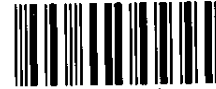
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Cook County Recorder 33.00

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

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Above Space for Recorder's use only

THIS AGREEMENT, made April 1, 19 99, between OAKDALE COVENANT CHURCH OF CHICAGO,
a religious corporation of Illinois, of 9440 S. Vincennes Ave., Chicago, IL 60620
(No. and Street) (City) (State)
herein referred to as "Mortgagors," and NATIONAL COVENANT PROPERTIES, an Illinois not for profit
corporation, of 5101 North Francisco Avenue, Chicago, Illinois 60625-3611
herein referred to as "Mortgagee," witnesseth: (No. and Street) (City) (State)

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith,
in the principal sum of THREE MILLION SEVEN HUNDRED THOUSAND and ^{No/100} DOLLARS(\$ 3,700,000.00),
payable to the order 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 29th day of February, ~~20~~ 2020, 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 North Francisco Ave., Chicago, IL 60625

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal 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 ILLINIOS, 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 herein after described, is referred to herein as the "premise,"

Permanent Real Estate Index Number(s): 25-05-421-028, 25-05-421-027, 25-05-421-026, 25-05-421-025,
25-05-421-024 (See Exhibit "A")
Address(es) of Real Estate: 9440 S. Vincennes Ave., Chicago, IL 60620

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.

INCORPORATE TITLE INSURANCE

1500

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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: Oakdale Covenant Church of Chicago

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.

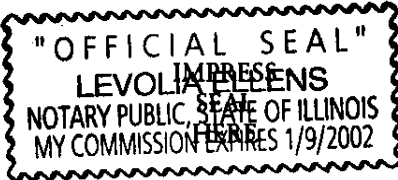
OAKDALE COVENANT CHURCH OF CHICAGO (SEAL) _____ (SEAL)
a religious corporation of Illinois

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

By: Harold E. Gaines (SEAL) And: Nona B. Manns (SEAL)
Harold E. Gaines Its Chairman Nona B. Manns Its Secretary

State of Illinois, County of COOK ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that HAROLD E. GAINES, NONA B. MANNs



personally known to me to be the same person S whose name s subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed, sealed and delivered the said instrument as THEIR 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 23RD day of JULY 1999
Commission expires see stamp 19____
Levolia Ellens
NOTARY PUBLIC

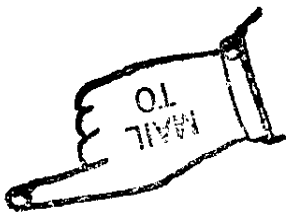
This instrument was prepared by Julie A. Peterson, 1625 Shermer Road, Northbrook, IL 60062
(Name and Address)

Mail this instrument to David W. Johnson, National Covenant Properties, 5101 N. Francisco Ave.
(Name and Address)
Chicago IL 60625-3611
(City) (State) (Zip Code)

OR RECORDER'S OFFICE BOX NO. _____

PREPARED BY:
Erickson-Papanek-Hanson
1625 Shermer Road
Northbrook, IL 60062

WHEN RECORDED, RETURN TO:
National Covenant Properties
Attention: David Johnson/Jill Hall
5101 North Francisco Avenue
Chicago, IL 60625



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

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. Mortgagors 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 Mortgagee 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.

3. 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 secured 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 secured 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 therefor; provided, however, that if in the opinion of counsel for the Mortgagee (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 given 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 Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee'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 situated 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 in 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 all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal 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 tax 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, including 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 thereon 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. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured 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 preceding 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 action 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 Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagors 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 indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter 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, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage 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 release.

18. This mortgage and all provisions hereof 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 and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

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TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000449419 STO

STREET ADDRESS:

CITY: CHICAGO

COUNTY: COOK COUNTY

TAX NUMBER:

LEGAL DESCRIPTION:

LOTS 37 TO 49, BOTH INCLUSIVE, IN BLOCK 43 IN CREMIN AND BRENNAN'S FAIRVIEW PARK SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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**RIDER ATTACHED TO FIRST MORTGAGE
BETWEEN OAKDALE COVENANT CHURCH OF CHICAGO, MORTGAGOR/DEBTOR
AND NATIONAL COVENANT PROPERTIES, MORTGAGEE**

1. Where the terms of this Rider and Mortgage conflict, the Rider shall control.
2. 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' ("NCP") prior written consent, NCP 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 Debtor 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 connection 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 hazardous 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 caused 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 or petroleum products (including, without limitation, crude oil or any fraction thereof) or any other substance into the environment in connection with the Property;
 - (e) Incur any additional debt without the prior written consent of NCP 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) NCP 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,

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

- 5. 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) comply with all requirements of law or municipal ordinances with respect to the Property and the use thereof.
- 6. 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 moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to NCP under insurance policies payable, in case of loss or damage, to NCP, 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 NCP, and in case of insurance about to expire, shall deliver renewal certificates 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 NCP in the collection and enforcement of the above referenced Note. Any forbearance by NCP in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 8. Notwithstanding anything else to the contrary contained hereinabove, the interest rate on the unpaid principal balance of the Note secured by this Mortgage shall, on March 1, 2003 and every 36th month thereafter, be adjusted by NCP to the fixed rate interest rate then being charged by NCP for new loans, or the highest rate then permitted by law, whichever is lower, and monthly payments shall be adjusted to the amount required to pay all principal remaining due and the interest thereon at the new rate of interest in equal monthly installments over the remaining term of the Note.
- 9. The within Mortgage secures an obligation incurred for the construction of an improvement on the land mortgaged herein, (including the acquisition cost of the land) and constitutes a "construction mortgage" within the meaning of Article 9 of the Uniform Commercial Code.
- 10. The above terms which are incorporated into the Mortgage referenced above are agreed to and accepted by the signatories.