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GEORGE E. COLE®

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3990/0163 03 001 Page 1 of 4 1999-03-26 11:21:40 Cook County Recorder 27.00

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

February 1996

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		Above Space for Recorder's use only								
THIS AGREEMENT, made December	309_98	, between	His 1	Word to	<u> </u>	ions P	Family Church			
an Illinois not-for-profit com							50629			
	Edmund i	(No. and	l Street)	)	(Ci	ty)	(State)			
herein referred to as "Mongogore," and _	Lamaria	itairoo1			<del></del>					
	5221 S.	Mozart		- Chica	go		<u> </u>			
herein referred to as "Mongagee," vine	eth:	(No. and	Street)	(0	City)	(St	ate)			
THAT WHEREAS the Mortgagors	re justly inde	bted to the Me	ortgage	upon the i	nstallment	note of	even date herewith.			
in the principal sum of thirty one	The state of the s									
payable to the order of and delivered	to the Murie	agee, in an	i by w	hich note	the Morre	agors n	romise to pay the			
said principal sum and interest at the rate:	and in instal in	nents as prov	ided in :	said note, w	rith a final	payment	of the balance due			
on the 31st day of lanuary										
such place as the holders of the note may, fr	om time to tin	ne, ir witting	appoin	t, and in ab	sence of su	ich appo	intment, then at the			
office of the Mortgagee at6210_S.	St. Louis	s. Chiwy	, <u>I</u> L	60629		<del></del> .				
		.1								
NOW, THEREFORE, the Mortg	agors to secui	re me paymer		said princ	pai sum o	money	and said interest in			
accordance with the terms, provisions and	immiations of	lee in concid	emtion	me henom	ence of the	e covena	nts and agreements			
herein contained, by the Mortgagors to be pe whereof is hereby acknowledged, do by th	monned, and a	TONVEA VY	in Wai	SB 725.	or One Dor	llar in ha	nd paid, the receipt			
successors and assigns, the following desc	abed Real Fo	tote and all o	f their e	state rio <sup>3</sup> .r	o the Mor Title and is	igagee, a	nd the Mortgagee's			
					.0					
and being in the <u>City of Chicago</u>	_,COUNTY	OFCoo	<u> </u>	<del></del> _	_ IN SIA	TE OF	ILLINIOS, to wit:			
. LOT 4 AÑD THE EAST 1/2 OF LO	)T 5 IN BL	_OCK 3 IN	EBERI	HART AND	HAMMON	DCS SU	JBDIVISION			
OF ALL LAND WEST OF EBERHART										
SECTION 14, TOWNSHIP 38 NORT	TH, RANGE	13, EAST	OF T	HE THIRD	PRINCI	PAL ME	RIDIAN,			
IN COOK COUNTY, ILLINOIS						C	<b>Y</b>			
which, with the property herein after description	ribed, is referr	ed to herein a	s the "p	remise,"						
Permanent Real Estate Index Number(s):	<u> 19-14-42</u>	24-0 <b>4</b> ∕5					<del></del>			
Address(es) of Real Estate: 3509 W.	62nd St	_Chicago	<u>IL</u>	60629						
TOGETHER with all improvement	s, tenements. e	asements, fix	tures, a	nd appurter						
issues and profits thereof for so long and	lduring all su	ich times as	Mortga	gors may b	e 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.

BOX 333-CTI

	LINIOF			5000/4 C C 4	-1	
TO HAVE AND TO	Hort the provise !	into the Mortgagee, an	iche Mortage	19294551	signs, forever for the	
purposes, and upon the uses l	herein ser forth, free fre	om all rights and benefit	is under and by	virtue of the Homes	tead Exemption Laws	
of the State of Illinois, which	said rights and benefits	the Mortgagors do here!	où exbt∈zejà teje	ase and waive.		
The name of a record owner is	s: <u>His Word to</u>	All Nations Fam	nily Churc	h		
This mortgage consist herein by reference and are a p	s of four pages. The c part hereof and shall be	ovenants, conditions and binding on Mortgagors,	i provisions ap their heirs, succ	pearing on pages 3 a	nd 4 are incorporated	
Witness the hand	and seal of Mortga	gors the day and year firs	t above written	·		
His Word to Al	l Nations Famil	y Church (SEAL	His Word	to All Nation	is Family Church	
PLEASE 7	Jusinia a:	Kanton	Paule	reterne	vski_	
PRINT OR TYPE NAME(S)	Virgjinia A. Kan	tor, President		Lesniewski, Tr		
BELOW	U	(SEAL			(SEAL)	
SIGNATURE(S)	I Rai Nia	7. Kantor	PAULI	le besujeu	iski	
<del></del>		ss. Come	2 Mas	"OFFICIAL	SEAL"	
State of Illinois, Cov. ty of _	Cook	ss. UMD	7 OF 3	CINDY (	NDTI7 ₹	
	I, the undersigned	a Notary Public in an	d for said Co	ILLANDICO THE ISOLOGICE NO	result and Hillors	
	CERTIFY that	<u>irginia A. Kanto</u>	r and Paur	MACCE CONFICENCE	787979999999 <u>8</u>	
*	0,					
	nervanally known t	o me to be the same pers	on <u>S</u> whose r	ame are	subscribed	
IMPRESS SEAL						
HERE	to the foreguing	instrument, appeared l	sciote me tuis	day in person, and	d acknowledged that	
		sea ed and delivered the s				
	the right of homest	act, for the uses and puread	poses therein si	er forth, including the	telease and waiver of	
		0/				
Given under my hand and off	ficial seal, this	30th	day of	December	19 <u>98</u>	
Commission expires	1.1.1.7.22	XX <u>200</u> 1				
	<del></del>	= 44 ===01		NOTARY PUBLIC		
This instrument was prepared	Mauck, Be	llande and Cheel	<u>) Ri</u> chard	d C. Baker, 19	S. LaSalle St.,	#12
Time manufacture was propared		(Name and Address		Ch	icago, IL 60603	
Mail this instrument to Ri	ichard C. Baker	Mauck Belland	le and Chyd	<u> </u>	alle St #1203	
		(Name and Address				
	Chicago	IL		<u></u>	60603	
	(City)		(State)	9,1	(Zip Code)	
OR RECORDER'S OFFICE	E BOX NO			Offi		
<del>ě-</del>				1/50		
					Ó	

THE COVENANTS, CONDITIONS AND PROVISIONS PREFERRED TO ON LAGE

- 1. Mortgagors shall (1) promptly repair, restore or reduild 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 mortgages'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 invance 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 ar, 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 in provements 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 policie in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of oss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall drive 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 contert any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewin, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, half or so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest the con at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accumant, 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 the eof
- 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 for and by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) internal lately 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 forcelosure sale of the preraise shall be described 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 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 'ie' arry interposing same in an action at law upon the note hereby secured.

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

15. The Mortgagors small 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 ade-btedness 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 are 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 realease.

18. This mortgage and all provisions hereof, shell 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.