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99336647

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1999-04-08 11:33:08
Cook County Recorder 57.50

THIS INSTRUMENT
PREPARED BY AND AFTER
RECORDING RETURN TO:



99336647

John Mauck
Mauck, Bellande & Cheely
19 South LaSalle Street
Suite 1203
Chicago, IL 60603



This space reserved for Recorder.

19.

PROFESSIONAL NATIONAL TITLE NETWORK, INC. CONSOLIDATED MORTGAGE AND ASSIGNMENT OF RENTS

This Mortgage and Assignment of Rents (the "Mortgage") is made effective as of the 12 day of February 1999 between Evangel Assembly of God, an Illinois Religious Corporation (the "Mortgagor") and Assemblies of God Financial Services Group, a Missouri Religious corporation (the "Mortgagee").

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the sum of NINE HUNDRED EIGHTY-EIGHT THOUSAND DOLLARS (\$988,000.00) with interest thereon, according to the terms of a certain amended promissory note dated concurrently herewith (the "Note"). The Note amends in its entirety a prior note dated June 17, 1928 for \$800,000. The terms, conditions and provisions of the Note are incorporated into and made a part of this Mortgage and Assignment of Rents to the same extent as if set forth in full as a part of this paragraph, and

WHEREAS, Mortgagor has previously granted mortgagee a first mortgage lien on parcels 1 through 5 on Exhibit A attached hereto which mortgage was recorded on July 14, 1998 as document 98-606419 with the Cook County Recorder and whereas Mortgagee does not want to release the lien thereby created but does wish to take a first mortgage lien on parcels 6 and 7 on the attached Exhibit A as security for the additional advance of approximately ONE-HUNDRED EIGHTY-EIGHT THOUSAND DOLLARS (\$188,000.00) and the parties desire to economize on transaction costs without jeopardizing the security of Mortgagee,

THEREFORE, the parties agree that this mortgage shall be consolidated with the mortgage recorded as document 98-606419. The parties also acknowledge that the Mortgagee

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has merged with the Mortgagee in document 98-606419 and is entitled to the benefit of the security of said mortgage.

FURTHER, THEREFORE, to secure to the Mortgagee the payment of the aforesaid indebtedness, as described in the Note, with interest thereon, the payment of all other moneys secured hereby or advanced hereunder and the performance of the covenants and agreements herein contained, the Mortgagor does hereby grant, bargain, sell, convey and mortgage unto the Mortgagee and to its successors and assigns the real property located in the City of Chicago, County of Cook, State of Illinois described at Schedule "A" attached as a part hereof, together with all and singular the tenements, hereditments and appurtenances thereof ; all buildings and improvements now or hereafter constructed thereon; and all fixtures, equipment, machinery, and apparatus of every kind and character now owned or hereafter located in or used for the operation and maintenance of the aforesaid buildings and improvements (all of which property is herein called the "Collateral"). The above described real estate, appurtenances, improvements and Collateral are hereinafter collectively called the "Mortgaged Premises" and are hereby declared to be subject to the lien of this Mortgage AND THE MORTGAGE DATED July 14, 1998 as security for the payment of the indebtedness herein described or as may be described within the Note. Both mortgages are declared to be consolidated with each other.

THIS INSTRUMENT shall secure all future and additional advances, all renewals, modifications and extensions which the Mortgagee shall make from time to time and that are expressly made subject to the terms of this instrument. Such advances, renewals, modifications and extensions shall be optional with the Mortgagee and shall be on such terms as to amount, maturity and rate of interest as may be agreed upon.

Article 1

COVENANTS

1. Covenants

Until the entire Indebtedness shall have been paid in full and the proper observance, performance and discharge of the Obligations, Mortgagor hereby covenants and agrees as follows:

1.1 Compliance with Laws. Mortgagor will promptly and faithfully comply with, conform to and obey all present and future laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or agency and of every Board of Fire Underwriters having jurisdiction, or similar body exercising similar functions, which may be applicable to Mortgagor or to the Mortgaged Property, or any part thereof, or to the use or manner of use, of occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Mortgaged Property, or any part thereof, whether or not such law, ordinance, rule, order, regulation or requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Mortgaged Property.

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1.2 Repair. Mortgagor will keep the Mortgaged Property in good order and condition and make all necessary or appropriate repairs, replacements and renewals thereof and will use its best efforts to prevent any act or thing which might impair the value or usefulness of the Mortgaged Property, and after completion of construction Mortgagor will obtain the written consent of Mortgagee prior to (i) making any alterations or additions to the Mortgaged Property or (ii) removing any of the Buildings or Fixtures.

1.3 Insurance. Mortgagor will maintain insurance upon the Mortgaged Property against loss by fire and such other hazards, casualties and contingencies as are normally and usually covered by extended coverage policies in effect in the locality where the Mortgaged Property is situated and such other risks as may be specified by Mortgagee, from time to time, in amounts and with insurers acceptable to Mortgagee but not less than the amount of the Indebtedness. Mortgagor shall cause each insurance policy issued in connection therewith to provide (and the insurer issuing such policy to certify to Mortgagee) that (i) loss payments will be payable to Mortgagee as its interests may appear, such payments to be applied to the restoration, repair or replacement of the Mortgaged Property; provided, however, that if an Event of Default has occurred and is continuing or an event has occurred and is continuing which with the passage of time or the giving of notice would constitute an Event of Default, then such payments shall be applied to the payment of the Indebtedness; (ii) the interest of Mortgagee shall be insured regardless of any breach or violation by Mortgagor of any warranties, declarations or conditions in such policy; (iii) if any such insurance policy be subject to cancellation or be endorsed or sought to be endorsed to effect a change in coverage for any reason whatsoever, such insurer will promptly notify Mortgagee and such cancellation or change shall not be effective as to Mortgagee until thirty (30) days after receipt by Mortgagee of such notice; and (iv) Mortgagee may, but shall not be obligated to, make premium payments to prevent such cancellation, and that such payments shall be accepted by the insurer. For purposes of this Section, replacement value of the Buildings, Fixtures and Personalty shall be equal to the cost of replacing the Buildings, Fixtures and Personalty, exclusive of the cost of excavation, foundations and footings below the lowest basement floor and shall be determined from time to time during the term of the Note (but no more recently than one in any 24 calendar months) at the written request of Mortgagee by an engineer, appraiser, architect or contractor designated by Mortgagee, approved in writing by Mortgagor, and paid by Mortgagor. In addition, Mortgagor shall furnish to Mortgagee duplicate executed copies of each such policy at the time of execution hereof, and copies of each renewal policy not less than thirty (30) days prior to the expiration of the original policy or the preceding renewal policy (as the case may be), together with receipts or other evidence that the premiums thereon have been paid; and furnish to Mortgagee on or before thirty (30) days after the close of each fiscal year of Mortgagor a statement of Mortgagor of the amounts of insurance maintained in compliance with this Subsection, of the risks covered by such insurance and of the insurance company or companies which carry such insurance.

1.4 Disbursement of Insurance or Eminent Domain Proceeds.

(a) Before commencing to repair, restore or rebuild following damage to, or destruction of, all or a portion of the Premises, whether by fire or other casualty or by a taking

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under the power of eminent domain, Mortgagor shall obtain Mortgagee's approval of all site and building plans and specifications pertaining to such repair, restoration or rebuilding.

(b) Prior to each payment or application of any insurance proceeds or a condemnation or eminent domain award to the repair or restoration of the improvements upon the Premises to the extent permitted herein (which payment or application may be made, at Mortgagee's option, through an escrow, the terms and conditions of which are satisfactory to Mortgagee and the cost of which is to be borne by Mortgagor), Mortgagee shall be entitled to be satisfied as to the following:

(i) An Event of Default has not occurred;

(ii) Either (A) such improvements have been fully restored, or (B) the expenditure of money as may be received from such insurance proceeds or condemnation award will be sufficient to repair, restore, or rebuild the Premises, free and clear of all liens, claims and encumbrances, except the lien of this Mortgage and the Permitted Exceptions, or, in the event such insurance proceeds or condemnation award shall be insufficient to repair, restore and rebuild the Premises, Mortgagor has deposited with Mortgagee such amount of money which, together with the insurance proceeds or condemnation award, shall be sufficient to restore, repair and rebuild the Premises; and

(iii) Prior to each disbursement of any such proceeds held by Mortgagee in accordance with the terms hereof for the cost of any repair, restoration or rebuilding, Mortgagee shall be furnished with a statement of Mortgagee's architect (the cost of which shall be borne by Mortgagor), certifying the extent of the repair and restoration completed to the date thereof, and that such repairs, restoration, and rebuilding have been performed to date in conformity with the plans and specifications approved by Mortgagee and with all statutes, regulations or ordinances (including building and zoning ordinances) affecting the Premises; and Mortgagee shall be furnished with appropriate evidence of payment for labor or materials furnished to the Premises, and total or partial lien waivers substantiating such payments.

(c) Prior to the payment or application of insurance proceeds or a condemnation award to the repair, restoration or rebuilding of the improvements upon the Premises to the extent permitted herein, there shall have been delivered to the Mortgagee the following:

(i) A waiver of subrogation from any insurer with respect to Mortgagor or the then owner or other insured under the policy of insurance in question;

(ii) Such plans and specifications, such payment and performance bonds and such insurance, in such amounts, issued by such company or companies and in such forms and substances, as are reasonably required by Mortgagee.

(d) In the event Mortgagor shall fail to restore, repair or rebuild the improvements upon the Premises within a time deemed satisfactory by Mortgagee, then Mortgagee, at its option, may commence and perform all necessary acts to restore, repair or rebuild such

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improvements for or on behalf of Mortgagor. In the event insurance proceeds or condemnation award shall exceed the amount necessary to complete the repair, restoration or rebuilding of the improvements upon the Premises, such excess shall be applied on account of the unpaid principal balance of the Note irrespective of whether such balance is then due and payable.

(e) In the event Mortgagor commences the repair or rebuilding of the improvements located on the Premises, but fails to comply with the conditions precedent to the payment or application of insurance proceeds or a condemnation or eminent domain award set forth herein or Mortgagor shall fail to restore, repair or rebuild the improvements upon the Premises within a time deemed satisfactory by Mortgagee, and if Mortgagee does not restore, repair or rebuild such improvements as provided herein, then such failure shall constitute an Event of Default.

1.5 Inspection. Mortgagor will permit Mortgagee, at all reasonable times, to inspect the Mortgaged Property. Mortgagee shall have the right to enter onto the Mortgaged Property, at all times, upon reasonable notice, to inspect the Mortgaged Property for any legitimate purpose including, but not limited to inspecting for the existence of Hazardous Materials on the Mortgaged Property and to determine the compliance of the Mortgaged Property and its use with any law, rule or regulation including, but not limited to, relating to industrial hygiene or environmental conditions, including soil and ground water conditions and the compliance of the Mortgagor and the Mortgaged Property with any of the conditions and covenants set forth herein including, but not limited to, Hazardous Materials.

1.6 Hold Harmless. Mortgagor will employ legal counsel acceptable to the Mortgagee, and Mortgagor will defend and hold Mortgagee harmless from any action, proceeding or claim affecting the Mortgaged Property, or the validity of the Note or the Loan Documents. Mortgagor shall appear in and defend (or pay the reasonable expenses of Mortgagee to defend, if Mortgagor elects to allow Mortgagee to handle such defense) any action or proceeding purporting to affect the security of this Mortgage and/or the rights and/or powers of Mortgagee hereunder, and Mortgagor shall pay all costs and expenses (including costs of evidence of title and attorneys' fees) in any action or proceeding in which Mortgagee may so appear and/or any suit brought by Mortgagee to foreclose this Mortgage, to enforce any obligations secured by this Mortgage, and/or to prevent the breach hereof. Mortgagor's obligations hereunder shall survive payment of the Indebtedness.

1.7 Books and Records. Mortgagor will maintain full and complete books of account and other records reflecting the results of its operations (in conjunction with its other operations as well as its operations of the Mortgaged Property), in accordance with generally accepted accounting principles, and furnish or cause to be furnished to Mortgagee such financial data and other information, including, without limitation, copies of all Leases, as Mortgagee shall, from time to time, reasonably request with respect to Mortgagor, the Guarantor, or the Beneficiary, if Mortgagor is a Trust, and the ownership and operation of the Mortgaged Property, and Mortgagee shall have the right, at reasonable times and upon reasonable notice, to audit the books of account and records of Mortgagor or the Beneficiary, if Mortgagor is a Trust.

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1.8 Licenses. Mortgagor shall keep in full force and effect all licenses, permits and other governmental approvals which are necessary for operation of the Mortgaged Property and related facilities, and furnish evidence satisfactory to Mortgagee that the Mortgaged Property and the use thereof comply with all applicable zoning and building laws, regulations, ordinances and other applicable laws.

1.9 Representations and Warranties of Mortgagor. Mortgagor hereby represents and warrants to Mortgagee that:

(a) Mortgagor is qualified to do business in every jurisdiction in which the nature of its business or properties make such qualification necessary, and is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to Mortgagor.

(b) The Note, the Mortgage, the Loan Agreement, if any, and the other Loan Documents will not violate any provision of existing law (including, but not limited to, any law relating to usury), any order of any court or other agency or government, or any indenture, agreement or other instrument to which Mortgagor or any Guarantor is a party or by which Mortgagor or any Guarantor or any of their property is bound, or be in conflict with, result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Mortgagor or any Guarantor, except as contemplated by the Note and the other Loan Documents, and no action with respect thereto by any Mortgagor or Guarantor is required.

(c) All information, reports, papers and data given to Mortgagee with respect to Mortgagor or others obligated under the terms of the Loan Documents are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Mortgagee a true and accurate knowledge of the subject matter thereof.

(d) Mortgagor has good and marketable title in fee simple to the Mortgaged Property and good and marketable title to the Fixtures, free and clear of any prior assignments, liens, charges, encumbrances, security interests and adverse claims whatsoever except the Permitted Encumbrances.

1.10 Mechanics Lien. Mortgagor shall not permit or suffer and mechanics' lien claims to be filed or otherwise asserted against the Premises and Mortgagor shall promptly, and in any event within thirty (30) days after filing, discharge or cause to be discharged the same in case of the filing of any claims for lien or proceeding for the enforcement thereof; provided, however, that in connection with any such lien or claim which Mortgagor, may in good faith desire to contest, Mortgagor may contest the same by appropriate legal proceedings diligently prosecuted, but only if Mortgagor shall cause a title insurance company which is acceptable to Mortgagee and which is licensed to issue title insurance in the county where the Mortgaged Property is located (the "Title Company"), to issue an endorsement to the Title Policy insuring over the exception created by such lien (including furnishing such security or indemnity as the

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Title Company requires to issue such endorsement) or provide such other security and indemnification as may be reasonably acceptable to Lender.

1.11 Hazardous Materials.

(a) Without limiting the generality of Mortgagor's obligation to comply with all laws as earlier set forth herein, Mortgagor shall not cause or permit the violation of any law relating to industrial hygiene or environmental conditions in connection with the Mortgaged Property, including soil and ground water conditions, or use, generate, manufacture, store or dispose of any Hazardous Materials on, under or about the Mortgaged Property.

(b) Mortgagor shall indemnify and hold Mortgagee harmless from any loss, liability, cost, expense and/or claim (including without limitation the cost of any fines, remedial action, damage to the environment and cleanup and the fees of attorneys and other experts) arising from the use, release or disposal of any Hazardous Materials on, under or about the Mortgaged Property or the transport of any Hazardous Materials to or from the Mortgaged Property; and the violation of any law relating to industrial hygiene or environmental conditions in connection with the Mortgaged Property, including soil and ground water conditions; and the breach of any of the representations, warranties and covenants of Mortgagor with respect to Hazardous Materials set forth in this Mortgage.

Article 2

EVENTS OF DEFAULT

2. Events of Default

The term "Event(s) of Default", as used in the other Loan Documents and in the Note, shall mean the occurrence or happening, from time to time, of any one or more of the following:

2.1 Payment of Indebtedness. If Mortgagor shall default in the due and punctual payment of all or any portion of any installment of the Indebtedness as and when the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment or by acceleration or otherwise, (the "Due Date").

2.2 Performance of Obligations. If Mortgagor shall default in the due observance or performance of any of the Obligations other than payment of money and such default shall not be curable, or if curable shall continue for a period of thirty (30) days after written notice thereof from Mortgagee to Mortgagor, except that an Event of Default shall not be deemed to exist during said thirty (30) day period unless the priority, validity or enforceability of the lien created by this Mortgage or any of the other Loan Documents or the value of the Premises are impaired, threatened or jeopardized.

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2.3 Bankruptcy, Receivership, Insolvency, Etc. If voluntary or involuntary proceedings under the Federal Bankruptcy Code, as amended, shall be commenced by or against Mortgagor or bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings shall be instituted by or against Mortgagor and it shall consent thereto or shall fail to cause the same to be discharged within thirty (30) days.

2.4 Laws Affecting Obligations and Indebtedness. If subsequent to the date of this Mortgage, any governmental entity in which the Mortgaged Property is located passes any law (i) which renders payment of the Indebtedness and/or performance of the Obligations by Mortgagor unlawful, or (ii) which prohibits Mortgagee from exercising any of its material rights and remedies under the Loan Documents.

2.5 False Representation. If any representation or warranty made by Mortgagor or others in, under or pursuant to the Note, this Mortgage, or the other Loan Documents, shall prove to have been false or misleading in any material respect as of the date on which such representation or warranty was made, provided, however, Mortgagor shall have a period not to exceed thirty (30) days after written notice to cure same.

2.6 Destruction of Improvements. If any of the Buildings is demolished or removed or demolition or removal thereof is imminent, eminent domain proceedings excepted.

2.7 Default Under Other Mortgage. If the holder of any junior mortgage or any other lien on the Mortgaged Property (without hereby implying Mortgagee's consent to any such junior mortgage or lien) institutes foreclosure or other proceedings for the enforcement of its remedies thereunder, or if a default exists under any other Note, mortgage or lien, on or related to the Mortgaged Property, and such default shall continue for a period of ten (10) days after written notice thereof by Mortgagee to Mortgagor, notwithstanding any provision in the other Loan Documents or in any other document to contrary with respect to notice and right to cure being provided to Mortgagee.

2.8 Due On Sale. If, without the prior written consent of Mortgagee, there is (i) sale, lease, transfer, agreement for deed, conveyance, assignment, hypothecation or encumbrance, whether voluntary or involuntary, of all or part of the Mortgaged Property or any interest therein, or (ii) the seizure of the Mortgaged Property, or Fixtures or personalty, attachment of any lien thereon, whether voluntary or involuntary, which has not been removed or bonded off to Mortgagee's satisfaction within twenty (20) days of such attachment.

Article 3

DEFAULT AND FORECLOSURE

3.1 Remedies. If an Event of Default shall occur Mortgagee may, at its option, exercise one or more or all of the following remedies:

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3.2 Acceleration. Declare the unpaid portion of the Indebtedness to be immediately due and payable, without further notice or demand (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

3.3 Entry on Mortgaged Property. Enter upon the Mortgaged Property and take possession thereof and of all books, records, and accounts relating thereto.

3.4 Operation of Mortgaged Property. Hold, lease, operate or otherwise use or permit use of the Mortgaged Property, or any portion thereof, in such manner, for such time and upon such terms as Mortgagee may deem to be in its best interest (making such repairs, alterations, additions and improvements thereto, from time to time, as Mortgagee shall deem necessary or desirable) and collect and retain all earnings, rents, profits or other amounts payable in connection therewith.

3.5 Enforcement of Mortgage. Mortgagee, with or without entry, personally or by its agents or attorneys, insofar as applicable may: (a) sell the Mortgaged Property and all estate, right, title and interest, claim and demand therein, and right of redemption thereof, to the extent permitted by and pursuant to the procedures provided by law, at one or more sales, and at such time and place upon such terms and after such notice thereof as may be required or permitted by law; (b) institute proceedings for the complete or partial foreclosure of this Mortgage; or (c) take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Note or in this Mortgage, (without being required to foreclose this Mortgage) or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Mortgagee shall elect.

3.6 Foreclosure and Private Sale. Sell the Mortgaged Property, in whole or in part, (a) under the judgement or decree of a court of competent jurisdiction, or (b) at public auction (if permitted by the laws of the jurisdiction in which the Mortgaged Property is situated) in such manner, at such time or times and upon such terms as Mortgagee may determine, or as provided by law; and/sell the Personalty and/or the Fixtures, in whole or in part, at one or more public or private sales, in such manner, at such time or times and upon such terms as Mortgagee may determine, or as provided by law.

3.7 Receiver. Mortgagee shall be entitled, as a matter of strict right, and without regard to the value of occupancy of the security, or the solvency of the Mortgagor or of any Guarantor, or the adequacy of the Mortgaged Property as security for the Note, to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the Rents and profits therefrom and apply the same as the court may direct such receiver to have all the rights and powers permitted under the laws of the State where the Mortgaged Property is located. Mortgagor hereby waives any requirements on the receiver or Mortgagee to post any surety or other bond. Mortgagee or the receiver may also take possession of, and for these purposes use, any and all Personalty which is a part of the Mortgaged Property and used by Mortgagor in the rental or leasing thereof or any part thereof. The expense (including the receiver's fees, counsel

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fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured by this Mortgage. Mortgagee shall (after payment of all costs and expenses incurred) apply such Rents, issues and profits received by it on the Indebtedness in the order set forth in the applicable Section hereunder. The right to enter and take possession of the Mortgaged Property, to manage and operate the same, and to collect the Rents, issues and profits thereof, whether by receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such Rents, issues and profits actually received by Mortgagee.

3.8 Additional Rights and Remedies. With or without notice, and without releasing Mortgagor from any Indebtedness or Obligations, and without becoming a mortgagee in possession, Mortgagee shall have the right to cure any breach or default of Mortgagor and, in connection therewith, to enter upon the Mortgaged Property and to do such acts and things as Mortgagee deems necessary or desirable to protect the security hereof including, but without limitation, to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee hereunder; to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the judgment of Mortgagee, is prior or superior hereto, the judgment of Mortgagee being conclusive as between the parties hereto; to obtain insurance to pay any premiums or charges with respect to insurance required to be carried hereunder; and to employ counsel, accountants, contractors and other appropriate persons to assist them.

3.9 Other. Exercise any other remedy specifically granted under the other Loan Documents or now or hereafter existing in equity, at law, by virtue of statute or otherwise, including the rights described below.

3.10 Separate Sales. Any real estate or any interest or estate therein sold pursuant to any writ of execution issued on a judgment obtained by virtue of the Note, this Mortgage or the other Loan Documents, or pursuant to any other judicial proceedings under this Mortgage or the other Loan Documents, may be sold in one parcel, as an entirety, or in such parcels, and in such manner and order as Mortgagee, in its sole discretion, may elect.

3.11 Remedies Cumulative and Concurrent. The rights and remedies of Mortgagee as provided in the Note, this Mortgage and in the other Loan Documents shall be cumulative and concurrent and may be pursued separately, successively or together against the Mortgagor or any Guarantor or against other obligors or against the Mortgaged Property, or any one or more of them, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof, nor shall the choice of one remedy be deemed an election of remedies to the exclusion of other remedies.

3.12 No Cure or Waiver. Neither Mortgagee's nor any receiver's entry upon and taking possession of all or any part of the Mortgaged Property, nor any collection of rents, issues, profits, insurance proceeds, condemnation proceeds or damages, other security or proceeds of

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other security, or other sums, nor the application of any collected sum to any Indebtedness and Obligations, nor the exercise of any other right or remedy by Mortgagee or any receiver shall impair the status of the security, or cure or waive any default or notice of default under this Mortgage, or nullify the effect of any notice of default or sale or prejudice Mortgagee in the exercise of any right or remedy, or be construed as an affirmation by Mortgagee of any tenancy, lease or option or a subordination of the lien of this Mortgage.

3.13 Payment of Costs, Expenses and Attorneys' Fees.

Mortgagor agrees to pay to Mortgagee immediately and without demand all costs and expenses incurred by Mortgagee in exercising the remedies under the Note and other Loan Documents (including but without limit, court costs and reasonable attorneys' fees, whether incurred in litigation or not) with interest at the greater of Default Interest Rate or the highest rate payable under any Indebtedness and Obligations from the date of expenditure until said sums have been paid. Mortgagee shall be entitled to bid, at the sale of the Mortgaged Property held pursuant to the power of sale granted herein or pursuant to any judicial foreclosure of this instrument, the amount of said costs, expenses and interest in addition to the amount of the other Indebtedness and Obligations as a credit bid, the equivalent of cash.

3.14 Waiver of Redemption, Notice and Marshaling. Mortgagor hereby waives and releases (a) any and all statutory or equitable rights of redemption whether arising before or after the entry of a Judgment for Foreclosure and Sale, (b) all benefit that might accrue to Mortgagor and each Guarantor by virtue of any present or future law exempting the Mortgaged Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any appraisal, valuation, stay of execution, exemption from civil process, moratorium, redemption or extension of time for payment; (c) unless specifically required herein, all notices of Mortgagor's default or of Mortgagee's election to exercise, or Mortgagee's actual exercise, of any option or remedy under the Note or the other Loan Documents; (d) any right to have liens against Mortgaged Property marshaled; and (e) the right to plead or assert any statute of limitations as a defense or bar to the enforcement of the Note or the other Loan Documents.

3.15 Application of Proceeds. The proceeds of any sale of all or any portion of the Mortgaged Property and the amounts generated by any holding, leasing, operation or other use of the Mortgaged Property shall be applied by Mortgagee in the following order:

(a) First, to the payment of reasonable costs and expenses of taking possession of the Mortgaged Property and of holding, using, leasing repairing, improving and selling the same (including, without limitation, payment of any Impositions or other taxes);

(b) Second, to the extent allowed by law, to the payment of attorneys' fees and other legal expenses, including expenses and fees incurred on appeals and legal expenses and fees of a receiver;

(c) Third, to the payment of accrued and unpaid interest on the Indebtedness; and

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(d) Fourth, to the payment of the balance of the Indebtedness. The balance, if any, shall be paid to the parties entitled to receive it.

3.16 Strict Performance. Any failure by Mortgagee to insist upon strict performance by Mortgagor or each Guarantor of any of the terms and provisions of the other Loan Documents or of the Note shall not be deemed to be a waiver of any of the terms or provision of the other Loan Documents or the Note and Mortgagee shall have the right thereafter to insist upon strict performance of any and all such provisions by Mortgagor and/or each Guarantor.

3.17 No Conditions Precedent to Exercise of Remedies. Neither Mortgagor nor any other person now or hereafter obligated for payment of all or any part of the Indebtedness (including all Guarantors) shall be relieved of such obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor or any Guarantors or of any person so obligated to take action to foreclose on this Mortgage or otherwise enforce any provisions of the other Loan Documents or the Note, or by reason of the release, regardless of consideration, of all or any part of the security held for the Indebtedness, or by reason of any agreement or stipulation between any subsequent owner of the Mortgaged Property and Mortgagee extending the time of payment or modifying the terms of the other Loan Documents or the Note without first having obtained the consent of Mortgagor, each Guarantor or such other person; and in the latter event Mortgagor, each Guarantor and all such other persons shall continue to be liable to make payment according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Mortgagee.

3.18 Release of Collateral. Mortgagee may release, regardless of consideration, any part of the security held for the Indebtedness or Obligations without, as to the remainder of the security in any way impairing or affecting the liens of the Loan Documents or their priority over any subordinate lien. Without affecting the liability of Mortgagor, each Guarantor or any other person (except any person expressly released in writing) for payment of any Indebtedness secured hereby or for performance of any Obligations contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after maturity of said Note, and without notice or consent: (a) release any person liable for payment of all or any part of the Indebtedness or for performance of any Obligations; (b) make any agreement extending the time or otherwise altering terms of payment of all or any part of the Indebtedness, or modifying or waiving any Obligation, or subordinating, modifying or otherwise dealing with the lien or change hereof; (c) exercise or refrain from exercising or waive any right Mortgagee may have; (d) accept additional security of any kind; (e) release or otherwise deal with any property, real or personal, securing the Indebtedness, including all or any part of the Mortgaged Property.

3.19 Other Collateral. For payment of the Indebtedness, Mortgagee may resort to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect.

3.20 Discontinuance of Proceedings. In the event Mortgagee shall have proceeded to enforce any rights under the Note or the other Loan Documents and such proceedings shall have been discontinued or abandoned for any reason, then in every such case Mortgagor, each

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Guarantor and Mortgagee shall be restored to their former positions and the rights, remedies and powers of Mortgagee shall continue as if no such proceedings had been taken.

Article 4

CONDEMNATION

4.1 Condemnation. To the extent of the outstanding Indebtedness, Mortgagor hereby assigns, transfers and sets over to Mortgagee all rights of Mortgagor to any award or payment in respect of (a) any taking of all or a portion of the Mortgaged Property as a result of, or by agreement in anticipation of, the exercise of the right of condemnation or eminent domain; (b) any such taking of any appurtenances to the Mortgaged Property or of vaults, areas or projects outside the boundaries of the Mortgaged Property, or rights in, under or above the alleys, streets or avenues adjoining the Mortgaged Property, or rights and benefits of light, air, view or access to said alleys, streets, or avenues or for the taking of space or rights therein, below the level of, or above the Mortgaged Property; and (c) any damage to the Mortgaged Property or any part thereof due to governmental action, but not resulting in, a taking of any portion of the Mortgaged Property, such as, without limitation, the changing of the grade of any street adjacent to the Mortgaged Property. Mortgagor hereby agrees to file and prosecute its claim or claims for any such award or payment in good faith and with due diligence and cause the same to be collected and paid over to Mortgagee, and hereby irrevocably authorizes and empowers Mortgagee, in the name of Mortgagor or otherwise, to collect and receipt for any such award or payment and, in the event Mortgagor fails to act, or in the event that an Event of Default has occurred and is continuing, to file and prosecute such claim or claims.

4.2 Application of Proceeds. All proceeds received by Mortgagee with respect to a taking of all or any part of the Mortgaged Property or with respect to damage to all or any part of the Mortgaged Property from governmental action not resulting in a taking of the Mortgaged Property, shall be applied as follows, in the order of priority indicated:

- (a) To reimburse Mortgagee for all reasonable costs and expenses, including reasonable attorneys' fees incurred in connection with collecting the said proceeds;
 - (b) To the payment of accrued and unpaid interest on the Note;
 - (c) To the prepayment of the unpaid principal of the Note, without premium;
- and
- (d) To the payment of the balance of the Indebtedness. The balance, if any, will be paid to Mortgagor.

Article 5

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5.1 Further Assurances. Mortgagor, upon the reasonable request of Mortgagee, will execute, acknowledge and deliver such further instruments (including, without limitation, financing statements, estoppel certificates and declarations of no set-off) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the other Loan Documents, to facilitate the assignment or transfer of the Note and the other Loan Documents, and to subject to the liens of the other Loan Documents, any property intended by the terms thereof to be covered thereby, and any renewals, additions, substitutions, replacements or betterments thereto. Upon any failure by Mortgagor to execute and deliver such instruments, certificates and other documents on or before twenty (20) days after receipt of written request therefor, Mortgagee may make, execute and record any and all such instruments, certificates and Mortgagor irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor to do so.

5.2 Recording and Filing. Mortgagor, at its expense, will cause the other Loan Documents, all supplements thereto and any financing statements at all times to be recorded and filed and re-recorded and re-filed in such manner and in such places as Mortgagee shall reasonably request, and will pay all such recording, filing, re-recording and re-filing taxes, fees and other charges.

5.3 Notice. All notices, demands, request and other communications required under the other Loan Documents and the Note shall be in writing and shall be deemed to have been properly given if sent by U.S. certified or registered mail, postage prepaid, or personal delivery, addressed to the party for whom it is intended at Mortgagor's Address or the Mortgagee's Address, as the case may be. Any party may designate a change of address by written notice to the other, given at least five (5) business days before such change of address is to become effective.

5.4 Mortgagee's Right to Perform the Obligations. If Mortgagor shall fail to make any payment or perform any act required by the Note or the other Loan Documents, then, at any time thereafter, upon reasonable prior notice to or demand upon Mortgagor and without waiving or releasing any obligation or default, Mortgagee may make such payment or perform such act for the account of and at the expense of Mortgagor, and shall have the right to enter the Mortgaged Property for such purpose and to take all such action thereon and with respect to the Mortgaged Property as may be necessary or appropriate for such purpose. All sums so paid by Mortgagee, and all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses so incurred together with the interest thereon at the Defaulted Interest Rate, from the date of payment or incurring, shall constitute additions to the Indebtedness secured by the other Loan Documents, and shall be paid by Mortgagor to Mortgagee, on demand. If Mortgagee shall elect to pay any Imposition, Mortgagee may do so in reliance on any bill, statement or assessment procured from the appropriate public office, without inquiring into the accuracy thereof or into the validity of such Imposition. Mortgagor shall indemnify Mortgagee for all losses and expenses, including reasonable attorneys' fees, incurred by reason of any acts performed by Mortgagee pursuant to the provisions hereof or by reason of the other Loan Documents, and any funds expended by Mortgagee to which it shall be entitled to be indemnified, together with interest thereon at the Defaulted Interest Rate from the date of such

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expenditures, shall constitute additions to the Indebtedness and shall be secured by the other Loan Documents and shall be paid by Mortgagor to Mortgagee upon demand.

5.5 Covenants Running with the Land. All covenants contained in the other Loan Documents shall run with the Mortgaged Property.

5.6 Severability. In case any one or more of the Obligations shall be invalid, illegal or unenforceable in any respect, the validity of the Note, this Mortgage, the other Loan Documents and remaining Obligations shall be in no way affected, prejudiced or disturbed thereby.

5.7 Modification. The other Loan Documents and the terms of each of them may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing signed by the party against which enforcement for the change, waiver, discharge or termination is asserted.

5.8 Survival of Warranties and Covenants. The warranties, representations, covenants and agreements set forth in the other Loan Documents and Note shall survive the making of the loan and the execution and delivery of the Note, and shall continue in full force and effect until the Indebtedness shall have been paid in full, except such obligations related to Awards as specified herein which shall survive.

5.9 Applicable Law. The Loan Documents shall be governed by and construed according to the laws of the State of Illinois.

5.10 Loan Expenses. Mortgagor shall pay all costs and expenses in connection with the preparation, execution, delivery and performance of the Note and the other Loan Documents including, but not limited to, fees and disbursements of Mortgagor's and Mortgagee's counsel, recording costs and expenses, conveyance fee, documentary stamp, intangible and other taxes, surveys, appraisals and policies of title insurance, physical damage insurance, and liability insurance.

5.11 Tax Escrow. As to properties which are not entitled to exemption from real estate taxes, and only upon written notice from Mortgagee, Mortgagor shall on each of the monthly due dates of principal and interest payments, as set forth in the Note, deposit an amount equal to one-twelfth of the annual Impositions. Mortgagor shall also pay into such account such additional amounts, to be determined by Mortgagee from time to time, as will provide a sufficient fund, at least 30 days prior to the due dates of the next installment of such Impositions, for payment of such Impositions so as to realize the maximum discounts permitted by law. Mortgagee reserves the right to request a cushion of two (2) months in addition to such deposits, to be maintained in such account at all times to guaranty adequate funds. Provided, however, that if and when the property is exempt from Real Estate Taxes, the Tax Escrow shall no longer be required.

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5.12 Insurance Escrow. Unless Mortgagor has been advised that an Escrow as defined herein is to be established at an earlier time, in the event Mortgagor is delinquent for ten (10) days in any payment required under the Note or the other Loan Documents, Mortgagee shall have the option upon fifteen (15) days' prior written notice to Mortgagor to require Mortgagor to pay to Mortgagee on each of the monthly due dates of principal and interest payments, as set forth in the Note, deposit an amount equal to one-twelfth of the annual insurance premiums for such insurance as is required hereunder. Mortgagor shall also pay into such account such additional amounts, to be determined by Mortgagee from time to time, as will provide a sufficient fund, at least 30 days prior to the due dates of the next installment of such premiums, for payment of such premiums so as to realize the maximum discounts permitted by law.

5.13 Management of Escrows. Amounts held in Escrow hereunder by Mortgagee shall be non-interest bearing and may be commingled with Mortgagee's other funds. Upon assignment of this Mortgage, Mortgagee shall have the right to pay over the balance of such amounts then in its possession to the assignee and Mortgagee shall thereupon be completely released from all liability with respect to such amounts. Upon full payment of the Indebtedness, or, at the election of Mortgagee at any prior time, the balance of such amounts shall be paid over the Mortgagor and no other party shall have any right or claim thereto. Amounts held by Mortgagee in accordance herewith shall (a) be made available to Mortgagor in sufficient time to allow Mortgagor to satisfy Mortgagor's obligations under the Security Documents to pay Impositions and required insurance premiums, within the maximum discount period, where applicable and (b) not bear interest.

5.14 No Representations by Mortgagee. By accepting or approving anything required to be observed, performed or fulfilled or to be given to Mortgagee, pursuant to the other Loan Documents, including, but not limited to, any officer's certificate, survey, appraisal or insurance policy, Mortgagee shall not be deemed to have warranted or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not constitute any warranty or representation with respect thereto by Mortgagee.

5.15 Headings. The article headings and the section and subsection captions are inserted for convenience or reference only and shall in no way alter or modify the text of such articles, sections and subsections.

IN WITNESS WHERE, Mortgagor, intending to be legally bound hereby, has duly executed this Mortgage the date and year first above written.

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EVANGEL ASSEMBLY OF GOD, an
Illinois Religious Corporation

By: *Ray A. Berryhill, Sr.*
Ray A. Berryhill, Sr., Pastor

Attest: *Anthony Hills Sr.*
Secretary

ACKNOWLEDGEMENT

STATE OF ILLINOIS)

COUNTY OF COOK)

)
) SS.
)

I, the undersigned, a Notary Public in and for the county and state aforesaid DO HEREBY CERTIFY that Ray A. Berryhill, Sr., personally known to me to be the Pastor, and *Anthony Hills Sr.* Secretary of Evangel Assembly of God, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Pastor and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said EVANGEL ASSEMBLY OF GOD, for the uses and purposes therein set forth; and said Secretary then and there acknowledged that she, as custodian of the corporate seal of said EVANGEL ASSEMBLY OF GOD, did affix the corporate seal of said EVANGEL ASSEMBLY OF GOD, to said instrument as her own free and voluntary act and as the free and voluntary act of said EVANGEL ASSEMBLY OF GOD, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

(SEAL)

John W. Mauck
Notary Public in and for the State of Illinois
My commission expires: _____

OFFICIAL SEAL
JOHN W MAUCK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 11/29/01

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Parcel 1

LOT 21 AND LOT 22 IN BLOCK 12 IN FALCONER'S SECOND ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH HALF OF THE NORTH EAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 13-28-229-021
13-28-229-022

Street Address: 5056-58 W. Diversey and 2801-13 N. LeClaire, Chicago, IL

Parcel 2

LOTS 25 TO 31, BOTH INCLUSIVE, IN HULBERT FULLERTON AVENUE HIGHLANDS SUBDIVISION NUMBER 9, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 13-28-400-017
13-28-400-018
13-28-400-019

Street Address: 5101-17 W. Diversey, Chicago, IL

Parcel 3

LOTS 31, 32, AND 33 IN BLOCK 12 IN FALCONER'S SECOND ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 13-18-229-029
13-28-229-030
13-28-229-031

Street Address: 5026 W. Diversey, Chicago, IL

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Parcel 4

LOT 36 EXCEPT THE WEST 21 FEET AND LOTS 37 TO 43 IN BLOCK 13 IN FALCONER'S SECOND ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 13-28-228-047

Street Address: 5100-5110 W. Diversey, Chicago, IL

Parcel 5

LOTS 23 AND 24 (EXCEPT THE EAST 11 FEET, 9 INCHES THEREOF) IN BLOCK 12 IN FALCONER'S SECOND ADDITION TO CHICAGO, IN THE SOUTH ½ OF THE NORTHEAST ¼ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 13-28-229-042

Street Address: 5050 W. Diversey, Chicago, IL

Parcel 6

LOTS 23 AND 24 IN THE HULBERT FULLERTON AVENUE HIGHLANDS SUBDIVISION NO. 9, BEING A SUBDIVISION IN THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 13-28-401-001 AND 13-28-401-048 (BOTH AFFECTING ONLY PART OF PIQ)

Street Address: 5059 W. Diversey, Chicago, IL

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