RESOLUTION

At a regular meeting of the voting members of TRINITY LUTHERAN CHURCH OF ROLLING MEADOWS, INC.
(Legal Corporate Name of Church*)

held at the church on the 5th day of March 19 89 at 9:15 o'clock A. M. pursuant to notice given, the following proceedings were had:

The meeting was called to order by William H. Werber the President, the regular Secretary and quorum of voting members were present.

The following preambles and resolution were presented, read and on motion were adopted, viz:

Whereas, it has become, is necessary and for the best interest of this Congregation, to borrow the sum of up to $ 155,000 for the purpose of repairs to church roof, a new organ, a new furnace, resurfacing parking lot, a wheelchair ramp, and a washroom and

Whereas, such money can be obtained on the time and terms stated in the resolution following these preambles, and on the corporate note of this Congregation, the payment thereof to be secured by a first mortgage on all its real estate, and

Whereas, said money will be required as soon as possible (date).

Therefore, be it resolved, that the Trustees, or such other officers as may be authorized by the constitution and by-laws, of this Congregation be and they are hereby authorized, empowered and directed to negotiate and make a 15 year loan of up to $ 155,000 for the purpose stated, and to that end duly issue the corporate note of this Congregation for the payment thereof, payable in monthly instalments of $ 1,667 including interest at 10 % per annum, and as security for the payment of said note, said Trustees or other officers are authorized, empowered and directed to duly execute, acknowledge and deliver a mortgage of all real estate and appurtenances of this Congregation, and said officers are authorized to execute and deliver any and all other documents and the doing of any and all other things which in the discretion of said officers seem necessary, expedient or proper to consummate said loan and the same are hereby approved in all respects.

On motion meeting was adjourned.

W. H. Werber
President

Elizabeth J. Hein
Secretary

I hereby certify that the above resolution was passed in accordance with the constitution and by-laws of the Congregation and was adopted by the following vote, namely:

Number of votes for the resolution 42
Number of votes against the resolution 0
(Please give actual count, even if the vote is unanimous.)

I also certify that the above resolution has been duly entered upon the minutes of the meeting of the voting members of Trinity Lutheran Church of Rolling Meadows, Inc.
(Legal Corporate Name of Church*)

held on the 5th *day of* March, 19 89

Elizabeth J. Hein
Secretary

*Consult your church deed, and/or other legal documents to ascertain the correct legal name.

238 5-90

Aid Association for Lutherans, Appleton, Wisconsin 54919

89100121

NOTE IDENTIFIED

OK

CORP RESOLUTIONS ATTACHED

6/89 Description of portion of property on C.T. 1021160

REAL ESTATE MORTGAGE

This Mortgage is made and entered into as of May 14, 1989, by Trinity Lutheran Church of Rolling Meadows ("Mortgagor"), a religious corporation duly organized under the laws of the State of Illinois, and Aid Association for Lutherans ("Mortgagee"), a Wisconsin corporation headquartered in Appleton, Wisconsin.

Mortgagor is indebted to Mortgagee, as evidenced in a Mortgage Note ("Note") of even date, in the aggregate principal sum of One Hundred Fifty Five Thousand and No/100 Dollars ($155,000.00), together with interest at an annual rate of ten per cent (10%), both principal and interest of the Note being payable at the office of Mortgagee as more specifically set forth therein.

To secure the payment of the principal, interest, and premium, if any, on the Note and to secure the performance by Mortgagor of each and every term, covenant, agreement, and condition contained in the Note and this Mortgage, Mortgagor does hereby mortgage and convey unto Mortgagee, its successors and assigns, a security interest in the following described real estate and other property, in Cook County, Illinois:

That part of Lot "S" in Rolling Meadows Unit Number 8, being a Subdivision in that part of the West 1/2 of Section 36, Township 42 North, Range 10 East of the Third Principal Meridian lying South of Kirchoff Road, according to the plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois as Document 1602437 described as follows:

Beginning at a point in the Easterly line of Lot "S"; 310.00 feet Southerly of the Northeasterly corner of said Lot "S"; thence on an assumed bearing of South 0 degrees 15 minutes 46 seconds West along the Easterly line of Lot "S" 258.10 feet; thence Southerly along a tangential curve concave to the East, radius 1325.00 feet, central angle 0 degrees 11 minutes 54 seconds, 4.59 feet; thence South 88 degrees 00 minutes 31 seconds West 173.90 feet thence South 12 degrees 56 minutes 41 seconds West 73.06 feet to the Southerly line of Lot "S"; thence North 71 degrees 50 minutes 34 seconds West along the Southerly line of Lot "S" 209.19 feet; thence North 18 degrees 09 minutes 26 seconds East 290.68 feet to a point 310.00 feet normally distant Southerly and parallel with the Northerly line of Lot "S"; thence South 89 degrees 43 minutes 14 seconds East along a line 310.00 feet normally distant Southerly and parallel with the Northerly line of Lot "S" 299.62 feet to the point of beginning, in Cook County, Illinois.

02-36-105-058-0000 3201 Meadow Drive Rolling Meadows, Ill

Together with all improvements, tenements, easements, fixtures, and appurtenances thereto; and all rents, issues and profits, for so long as and during all such times as Mortgagor may be entitled thereto (which are pledged

primarily and on a parity with such real estate); and all apparatus, equipment or articles now or hereafter used to supply heat, gas, air conditioning, water, light, power, refrigeration and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves, and water heaters. All of the foregoing are declared to be a part of the real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment, or articles hereafter placed on the premises by Mortgagor or its successors or assigns shall be considered as constituting part of the real estate. As to any such property which does not form a part and parcel of the real estate (notwithstanding the foregoing declaration and agreement), this Mortgage is deemed to be a Security Agreement under the Uniform Commercial Code for the purpose of creating a security interest in such property, which Mortgagor grants to Mortgagee as Secured Party (as defined in the Uniform Commercial Code) securing the indebtedness and obligations. Any reference herein to the "Premises" shall be deemed to apply to the above described real estate and other property and items covered by this Mortgage, unless the context shall require otherwise.

Mortgagor hereby warrants to and covenants with Mortgagee, its successors and assigns that:

1. Mortgagor has good and indefeasible title to the Premises in fee simple, free and clear of all liens, charges, and encumbrances and has the full right and authority to execute and deliver to Mortgagee the Note and this Mortgage.

2. Mortgagor will keep the Premises in good condition and repair; will not remove any building or improvement thereon; will not commit, suffer, or permit any waste, impairment, or deterioration of the property; and will keep the Premises free from all liens superior to the lien of this Mortgage.

3. Mortgagor will keep the Premises insured against loss or damage by fire, windstorm, or other hazard as may be required by Mortgagee, in the amount of not less than One Hundred Fifty Five Thousand and No/100 Dollars ($155,000.00) (and if the policies of such insurance contain any condition or provision as to co-insurance, the building shall be kept insured for a sufficient amount to comply with such co-insurance condition). Policies of such insurance shall be carried by companies approved by Mortgagee, shall include a mortgage indemnity clause in favor of Mortgagee, and shall be in such form as Mortgagee may require. All such policies and their renewals shall be delivered to Mortgagee. In the event of loss, Mortgagee is hereby authorized to collect proceeds due under the policies and to apply them, at the option of Mortgagee, either in reduction of the indebtedness hereby secured or in restoration or repair of the damaged property.

4. Mortgagor will pay the indebtedness hereby secured and will pay annually to the proper officers all taxes and assessments which shall

be levied or assessed on the Premises or any part thereof, as well as all taxes and assessments which shall be levied or assessed under or by virtue of any law now or hereafter existing in the State of Illinois against Mortgagee, upon this Mortgage, or the debts hereby secured, or upon the Mortgagor's interest in the Premises and will procure and deliver to Mortgagee, at its Home Office in Appleton, Wisconsin, on or before the first day of May in each and every year, original or duplicate receipts of the proper officers for the payment of all such taxes and assessments levied or assessed on the Premises, on this Mortgage or the debt secured thereby, or on the Mortgage interest of the Mortgagee.

5. Mortgagor will not, without the prior written consent of Mortgagee, sell or otherwise transfer the Premises or any part thereof, or directly or indirectly, create or incur any indebtedness for borrowed money except for the indebtedness secured by this Mortgage and the obligation to Suburban Bank of Rolling Meadows in an amount not to exceed $25,000 for repairs on the property known as the parsonage.

Provided always, and upon the express condition that if all of the principal and interest and premium, if any, on the Note shall be discharged in accordance with the terms and conditions therein contained, and if Mortgagor shall otherwise keep and perform the covenants and conditions described in this Mortgage, at the times and in the manner therein provided, then these presents shall be null and void, otherwise this Mortgage to remain in full force and effect.

If all or any of the Premises is damaged, taken, or acquired, either temporarily or permanently, in any condemnation proceeding, by exercise of the right of eminent domain, by sale in lieu of condemnation or eminent domain, or by the alteration of the grade of any street affecting the Premises, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the then remaining unpaid indebtedness secured hereby, is assigned to Mortgagee, who is empowered to collect and receive the same and to give proper receipts therefore in the name of Mortgagor, and the same shall be paid forthwith to Mortgagee. Any award or payment so received by Mortgagee may at the option of Mortgagee, be retained and applied in whole or part, to the indebtedness secured hereby (whether or not then due and payable), in such manner as Mortgagee may determine, or released in whole or part to Mortgagor for purposes of alterating, restoring, or rebuilding any part of the Premises which may have been altered, damaged, or destroyed as a result of such taking, alterating, or proceeding, but Mortgagee shall not be obligated to see to the application of any amounts so released. Until such time as such award or other payment is actually received by Mortgagee and applied to the indebtedness secured hereby, Mortgagor shall continue paying interest on the unpaid principal balance of the Note at the rate of interest therein specified.

If the Mortgagor shall fail or neglect punctually to keep and perform any of the covenants and conditions herein prescribed, the Mortgagee may thereby

perform the same, and all costs and expenses incurred thereby shall be repaid by Mortgagor to Mortgagee on demand, with interest thereon at the rate of ten per cent (10%) per annum and until so paid shall with such interest be added to the debt hereby secured. In any such case of failure or neglect, then the whole amount of the principal sum remaining unpaid, together with the interest, and all sums so paid by Mortgagee, and interest thereon, shall, at the option of Mortgagee, be deemed to have become due without notice, notice of such option hereby expressly waived, and shall thereon be collectible by foreclosure of this Mortgage, in the manner as if the whole principal sum had been made payable at the time when such default shall occur. In each and all such cases, it shall be permissible for Mortgagee to grant, sell, and convey the Premises at public auction or vendue, and to make and execute to the purchaser or purchasers, good and sufficient deeds of conveyance in the law, pursuant to the statute in such case; and out of the monies arising from such sale, after deducting the cost of such sale, to retain the principal and interest which shall then remain unpaid upon the Note, and a reasonable sum as attorney's fees, and all sums paid for taxes and assessments, insurance, maintenance and repairs, prior liens, claims, adverse titles and encumbrances, title evidence, and all other lawful costs and expenses, rendering the surplus money, if any, to Mortgagor, its successors or assigns.

In the case of the foreclosure of this Mortgage, Mortgagor will pay to Mortgagee, all expenses incurred in procuring and continuing abstracts of title or in procuring title insurance for the purpose of such foreclosures; and will pay in addition to the taxable costs in any such foreclosure action a reasonable and customary sum as attorney's fees; all of which sums shall be included in the judgement of the foreclosure of this Mortgage.

Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Mortgage.

Upon the commencement or during the pendency of any action to foreclose this Mortgage, the court in which such action is brought may appoint a receiver of the mortgaged Premises, and may empower said receiver to collect the rents, issues and profits of the Premises during the pendency of such foreclosure action, and until the confirmation of sale made under any judgement foreclosing this Mortgage, and may order such rents, issues and profits, once so collected, to be held and applied, as the court shall from time to time direct.

IN WITNESS WHEREOF, Trinity Lutheran Church of Rolling Meadows, Mortgagor, has caused these presents to be signed by its Planning Council, being its Board of Directors, at Rolling Meadows, Illinois, and its corporate seal to be hereunto affixed as of the day and year first above written.

(SEAL)

Trinity Lutheran Church of Rolling Meadows

By: _____
Pastor

_____
Executive Director

_____
Assistant Executive Director

_____
Assistant Executive Director

_____
Director--Elders

_____
Director--Youth

_____
Director--Church Properties

_____
Director--Public Relations

_____
Co-Director--Stewardship

_____
Co-Director--Stewardship

_____
Co-Director--Fellowship

_____
Co-Director--Fellowship

_____
Director--Education

_____
Director--Welfare

_____
Director--Worship

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Jean Schinkowsky, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that the Planning Council, being the Board of Directors, of said church corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said church corporation, for the uses and purposes therein set forth; and the said officers then and there acknowledged that they, as custodians of the corporate seal of said church corporation, did affix the corporate seal of said church corporation to said instrument as their own free and voluntary act and as the free and voluntary act of said church corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 14th day of May, A.D., 1989.

(SEAL) OFFICIAL SEAL
JEAN SCHINKOWSKY
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JAN. 5, 1990

Jean Schinkowsky
Notary Public

My commission expires: _____

Mail to:
Aid Association for Lutherans
4321 N. Ballard
Appleton, Wisc 54919
Attn: Julie Eggs

3900121

This instrument drafted by Mark J. Mahoney, Attorney, Aid Association for Lutherans, Appleton, Wisconsin.

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'88 JUN -6 PM 3 15

CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

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