

# UNOFFICIAL COPY

## MORTGAGE

(Direct)

87145082

This mortgage made and entered into this 17<sup>th</sup> day of MARCH 1987, by and between JOHN J. MULLEN, THERESE J. MULLEN, husband and wife, and THERESA V. GILMORE (hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at P.O. BOX 11696, Birmingham, AL 35202-1696

WITNESSETH, that for the consideration hereinafter stated, receipts of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of COOK State of ILLINOIS

LOT 12 IN BLOCK 2 IN W. E. GOULD AND COMPANY'S RESUBDIVISION OF PART OF FEUERBORN AND KLODE'S FOREST VIEW SUBDIVISION, OF THAT PART OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 130 RODS, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX # 09-27-128-032-0000 GMD

87145082

Common known street address: 614 Forestview, Park Ridge, IL 60068

Mortgagor, on behalf of himself and each and every person claiming by, through, or under the Mortgagor, hereby waives any and all rights to redemption, statutory or otherwise, without prejudice to Mortgagee's right to any remedy, legal or equitable which Mortgagee may pursue to enforce payment or to effect collection of all or any part of the indebtedness secured by this Mortgage, and without prejudice of Mortgagee's right to a deficiency judgement or any other appropriate relief in the event of foreclosure of this Mortgage.

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon—the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). The mortgagor shall hold the same for the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein, free from all rights and benefit under and by virtue of the homestead exemption laws. Mortgagor hereby releases and waives all rights under and by virtue of the homestead exemption laws of this state.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated January 26, 1987 in the principal sum of \$23,700.00, signed by JOHN J. MULLEN AND THERESE J. MULLEN, incorporated in behalf of THEMSELVES and held by Mortgagee. The obligation hereby secured matures herein by reference and held by Mortgagee. The obligation hereby secured matures TWENTY-EIGHT (28) years from date of Note.



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3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisalment (the mortgagor having waived and assigned to the mortgagee all rights of appraisalment):

(i) at judicial sale pursuant to the provisions of 28 U.S.C. 2001(a); or

(ii) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(iii) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinabove provided, the mortgagor or any person in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisalment.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

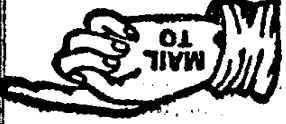
9. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration (13 C.F.R. 101.1(d)), this instrument is to be construed and enforced in accordance with applicable Federal law.

10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

MORTGAGE

JOHN J. MULLEN and THERESA J. MULLEN and THERESA V. GILMORE

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13.00 MAILED

RECORDING DATA

SMALL BUSINESS ADMINISTRATION

RETURN TO:

Name ... SMALL BUSINESS ADMINISTRATION  
DISASTER ASSISTANCE - AREA 2  
Address 120 RALPH MCGILL BOULEVARD, N. E.  
14TH FLOOR  
ATLANTA, GEORGIA 30308

\*THERESA V. GILMORE

My Commission Expires: 4 - 20 - 81

Notary Public

*John J. Mullen*  
day of *March* 17 19 *77*

GIVEN under my hand and seal this 17 day of March 1977  
Homestead exemption laws of the State of Illinois and federal law.  
set forth, including waiver of rights and benefits under and by virtue of the  
Instrument as their free and voluntary act, for the uses and purposes therein  
in person, and acknowledged that they signed, sealed and delivered the said  
names are subscribed to the foregoing instrument, appeared before me this day  
and \*SEE BELOW are personally known to me to be the same persons whose  
County, in the State aforesaid, DO HEREBY CERTIFY, THAT JOHN J. MULLEN and THERESA J.

A Notary Public in and for the State of Illinois

STATE OF ILLINOIS

COUNTY OF Cook

(Add Appropriate Acknowledgment)

*Theresa V. Gilmore*  
Executed and delivered in the presence of the following witnesses:

Terry J. Miller, Attorney Advisor  
Small Business Administration  
Disaster Assistance Area 2  
120 Ralph McGill Boulevard, N.E.  
14th Floor  
Atlanta, Georgia 30308

THIS INSTRUMENT PREPARED BY:

In Witness Whereof, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 614 Forestview, Park Ridge, IL 60068 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at PO Box 11696, Birmingham, AL 35202-1696

DEPT-01 RECORDING  
42534 # A \* 07-145082  
COOK COUNTY RECORDER

28021128

*John J. Mullen*  
JOHN J. MULLEN  
*Theresa J. Mullen*  
THERESA J. MULLEN  
*Theresa V. Gilmore*  
THERESA V. GILMORE