

MORTGAGE
(Direct)

88064478

This mortgage made and entered into this 10th day of February, 1988, by and between ANTHONY J. RIGGIO AND PATRICIA A. RIGGIO, HUSBAND AND WIFE

(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, receipt 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 25 in Block 2 in Ernest H. Klodes Bunker Hill Country Club Estates; a resubdivision of Part of Lots 1 and 2 in subdivision of William Kolbs Farm said Farm being a subdivision of Lots 3, 4, 9 to 12, 17 and 18 in subdivision of part of Victoria Pothiers Reservation with parts of Lots 2 to 4 in Assessor's Division of the South East 1/4 of Section 31, Township 41 North, Range 15 East of the Third Principal Meridian and also Lot 5 and Part of Lot 8 in said Victoria Pothiers Reservation in Cook County, Illinois.

P.I.N. 10-32-130-016

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Common known street address: 6801 LEXINGTON, NILES, ILLINOIS 60648

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 reversion, remainder and remainder, 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). To have and to hold the same unto the mortgagee and 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 NOVEMBER 4, 1987 in the principal sum of \$ 54,100.00 signed by ANTHONY J. RIGGIO AND PATRICIA A. RIGGIO incorporated herein by reference and held by Mortgagee. The obligation hereby secured matures TWENTY-ONE (21) years from date of Note.

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1. The mortgagee covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the time and in the manner therein provided. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fees, and impositions, for which provision has not been made herebefore, and will promptly deliver the official receipts therefor to the said mortgagee.

b. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fee of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said premises. Attorney's fees reasonably incurred in any other way shall be paid by the mortgagee.

c. For better security of the indebtedness hereby secured, upon the request of the mortgagee, in such form or manner, he shall execute and deliver a supplemental mortgage or mortgages covering any additional improvements, or betterments made in the property heretofore described, and all property acquired by him or her, or assignee, he shall execute and deliver a supplemental mortgage or mortgages covering any improvements or betterments made in the improvements now or hereafter on said property, and will pay promptly when due all premiums therefor. All insurances shall be carried in companies acceptable to the mortgagee and the policies thereon shall be held by the mortgagee and have attached thereto loss payable clauses in favor of the mortgagee. In event of loss, mortgagee will give the mortgagee notice in writing to mortgagee, and mortgagee may make good of loss if not made promptly by mortgagee, and such insurance company or companies authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of the mortgage, or other transfer of title to said property, the assignment of the indebtedness secured hereby, and interest of the mortgagee in and to said property, all insurances policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

d. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, depreciation, deterioration of said property or any part thereof; in the event of failure of the mortgagee to keep the buildings on said premises and there erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable and shall be secured by the lien of this mortgage.

e. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

f. He will not rent or assign any part of the rent of said mortgaged property, or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

g. All awards of damages in connection with any condemnation for public use or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the indebtedness, but due under said note, and mortgagee is hereby authorized, in the name of the mortgagee, to execute and deliver valid acquisition, hereof and to appeal from any such award.

h. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

i. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagee's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagee shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing thereon as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rents on said property to that extent.

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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 appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(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 notices 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 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 appraisal.

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.

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MORTGAGE

ANTHONY J. RIGGIO AND
PATRICIA A. RIGGIO

SMALL BUSINESS ADMINISTRATION

RECORDING DATA

70

RETURN TO BOY # 444

SMALL BUSINESS ADMINISTRATION

DISASTER ASSISTANCE - AREA 2

Address 120 RALPH MCGILL BOULEVARD, N. E.

14TH FLOOR

ATLANTA, GEORGIA 30308



88064478

My Commission Expires: January 22, 1989

Notary Public

John M. Duffly

GIVEN under my hand and seal this 10th day of February 19 88

I, John M. Duffly, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, THAT ANTHONY J. RIGGIO AND PATRICIA A. RIGGIO are ~~INDIVIDUALLY~~ the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including waiver of rights and benefits under and by virtue of the Homestead exemption laws of the State of Illinois and Federal Law.

John M. Duffly

COOK COUNTY RECORDER

#6245 # 3-08-04478

1988 JAN 27 02/11/88 15:56:00

19.00

DEPT-01 RECORDING

(Add Appropriate Acknowledgment)

STATE OF ILLINOIS

COUNTY OF COOK

Executed and attested 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, if mortgagee has executed this instrument and the mortgagee has accepted delivery this instrument as of the day of year aforesaid.

Be addressed to the mortgagee at P. O. BOX 11696, BIRMINGHAM, AL 35202-1696

and any written notice to be given to the mortgagee shall be ad- dressed to the mortgagee at 6801 LEXINGTON, NILES, ILLINOIS 60648

11. Any written notice to be given to the mortgagee pursuant to the provisions of this instrument shall be ad-

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