

**UNOFFICIAL COPY**  
**MORTGAGE**  
(Participation)

This mortgage made and entered into this 15th day of April  
1989, by and between Darryl Webber, divorced and not since remarried,

89294454

(hereinafter referred to as mortgagor) and South Shore Bank of Chicago

(hereinafter referred to as  
mortgagee), who maintains an office and place of business at 7054 S. Jeffery Blvd., Chicago, IL

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

The South 40 feet of the North 100.5 feet of Lot 49 in  
E. A. Cummings and Company's Garden Home Addition, a  
Subdivision of the North West Fractional Quarter South of  
Indian Boundary Line of Section 8, and that part of the  
East 1/2 of South West 1/4 of Section 8 aforesaid South of Indian Boundary Line  
and North of Butterfield Road Section 8, Township 39 North,  
Range 12 East of the Third Principal Meridian, in Cook  
County, Illinois.

PIN #: 15-08-304-021

Commonly known as 430 52nd Ave., Bellwood, IL

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). 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.

**Mortgagor** hereby releases and waives all  
claims and demands that he is lawfully seated 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.

guaranty of Darryl Webber

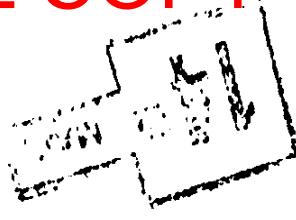
This instrument is given to secure the payment of a promissory note dated on or about this same date herewith in the principal sum of \$105,000.00 signed by Darryl Webber, as President, in behalf of D.K.D. Webber, Inc.

#194766

SBA FORM 928 (11-85) USE 2-78 EDITION UNTIL EXHAUSTED

# MORTGAGE

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to

## RECORDING DATA

(Add Appropriate Acknowledgment)

Executed and delivered in the presence of the following witnesses:

COOK COUNTY RECORDER  
45804 # R \* - 89-294454  
142222 TRAN 2555 06/28/89 10:41:00  
DEPT-01 RECORDING \$14.25

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.

Darrell Webber

Jeanne Doherty

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

(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;

(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 hereinbefore provided, the mortgagor or any persons 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 tenant 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 finally, 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 appraisement.

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. 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.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at

Mortgagor, on behalf of himself/herself and each and every person claiming by, in or under Mortgagor, hereby waives any and all rights of 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 to Mortgagee's right to a deficiency judgment or any other appropriate relief in the event of foreclosure of this Mortgage.

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2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement hereby shall terminate the mortgagee's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (in beings 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 after default 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 affidavit of any rentals on said property to that extent.

k. The mortgagor shall have the right to inspect the mortgaged premises at any reasonable time.

thereof and to appeal from any such award.

7. All awards of damages in connection with any condemnation for public use or of injury to property under this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the instalments due under said note, and mortgagee is hereby authorized, in die name of the mortgagor, to execute and deliver valid assignments

? The will not result 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 mortgagor.

h. The will not voluntarily create or permit to be created against the property subject to this mortgage any lien or charge superior to the lien of this mortgage without written consent of the mortgagor; and further, that it 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.

**g.** The will keep all buildings and other improvements on said property in good repair and condition; will permit, or suffer no waste, impairment, deterioration or any part thereof; in the event of failure of title or mortgage to keep the buildings on said premises and those erected on said premises, or improvement thereof, 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 title out of this mortgagee.

C. He will continguously maintain his life; insurance, of such type or types and in such amounts as the mortgagor may from time to time require, all in the name of the mortgagor, now or hereafter on said property, and will pay promptly when due any premium or other amount so required by the insurance company, and will pay all taxes and other charges which may be levied upon the property, and will pay all expenses of insurance, including premiums, taxes, assessments, renewals, and other charges, and will pay all expenses of collection, including attorney's fees, in the event of any default in payment of any premium or other amount so required.

e. The rights created by the conveyance shall remain in full force and effect during any possession or execution of the title of the payee or the vendee evidenced by said promissory note or any part thereof hereby.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagor, the successors or assigns, shall execute and deliver a supplemental mortgagee covering any additions, improvements, or betterments made to the property herein above described and all property acquired by it after the date hereof (all in form substantially to mortgagor). Furthermore, should any property fail to cure any defect in the payment of a prior or inferior encumbrance on the property described by this instrument, notwithstanding mortgagor's efforts to cure such defect, but mortgagor is not obligated to do so; and such advances shall be part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the testator for the collection of any or all of the indebtedness hereby secured, or for collection by my mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonable incurred in any other way shall be paid by the mortgagor.

*b.* The will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made heretofore, and will promptly deliver the official receipts therefor to the said mortgagor.

• The well-promulgated pay by the impact-dimensioned and promoted note in the times and in the manner foreseen provided

1. The mortgagee covenants and agrees as follows:

Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated in conjunction with the Small Business Administration, an agency of the Small Business Administration.

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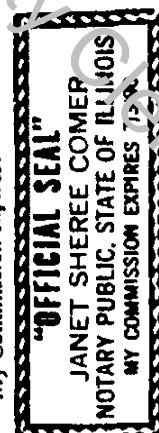
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STATE of Illinois, ..... County ss: Cook.....

I, Janet Sheree Comer, ..... a Notary Public and for said county and state,  
do hereby certify that, Darryl Webber, divorced, and no spouse, remarried, .....  
..... personally known to me to be the same person(s) whose name(s) .... AS ....  
..... subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ..... he ....  
signed and delivered the said instrument as ..... his ..... free and voluntary act, for the uses and purposes therein  
set forth.

Given under my hand and official seal, this 4th day of May 1989.

My Commission expires:



*Janet Sheree Comer*  
Notary Public

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