

COOK COUNTY ILLINOIS
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COOK COUNTY ILLINOIS

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ASSIGNMENT OF MORTGAGE

For Ten Dollars and other good and valuable consideration receipt of which is hereby acknowledged, the undersigned SOUTH TOWNS BUSINESS GROWTH CORPORATION, as Assignor, does hereby assign, sell and transfer unto THE U. S. SMALL BUSINESS ADMINISTRATION, as Assignee, all of its rights, title and interest in and to the following:

- a) Promissory Note in the face amount of \$96,000.00, dated July 10, 1990, with DANNY'S MARKET PLACE FOODS, INC., DAN GIOIOSA, JR. and ANNETTE GIOIOSA as Makers, and made payable to SOUTH TOWNS BUSINESS GROWTH CORP., as Payee.
- b) Mortgage, dated July 10, 1990, with DAN GIOIOSA, JR. and ANNETTE GIOIOSA, as Mortgagors, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, in order to secure the above described Promissory Note, said Mortgage covering the following legally described real estate and improvements thereon:

Lot 4 in Driese's Resubdivision of Block 9 in Blue Island in the South 1/2 of Section 31 and of Lot 4 in Assessor's Subdivision of Lot 1 in Assessor's Subdivision of the South West 1/4 of the North East 1/4 of Section 31, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

14⁰⁰

Permanent Index Number: 25-31-400-001-0000
Property Address: 1965 Vermont, Blue Island, IL

The Assignor represents to Assignee that the aforesaid Mortgage is in full force and effect, is a valid and legally binding obligation upon the Mortgagors, and that there are no defenses assertable by the Mortgagors which would defeat the rights of Assignee.

The Assignee is hereby vested with all rights, power and authority possessed by the Assignor. The Assignor also agrees to execute any documents as Assignee may reasonably request in order to effectuate the foregoing.

The representations and warranties of the Assignor shall survive this Assignment and shall be binding upon the Assignor, its successors and assigns.

SOUTH TOWNS BUSINESS GROWTH CORPORATION, as Assignor

Date: 7-12-90

BY: [Signature] President

ATTEST: [Signature] Secretary

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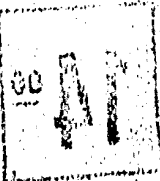
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NOTICE TO CREDITORS: The undersigned, being a duly qualified and licensed attorney at law, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, at Chicago, Illinois, this 2nd day of August, 2023.

My commission expires on the 2nd day of August, 2025.

Notary Public for Cook County, Illinois



Property Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

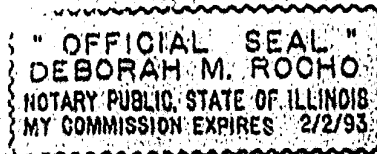
I, the undersigned, a Notary Public in and for said county and state, do hereby certify that DANIEL GIOIOSA and ANNETTE GIOIOSA, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this 10th day of July, 1990.

Deborah M. Rocho

Notary Public

mail to.
THIS INSTRUMENT WAS PREPARED BY:
EDWARD L. MORRISON, JR
KREISMAN AND RAKICH
4749 LINCOLN MALL DR., SUITE 204
MATTESON, IL 60443



Box 373

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STATE OF ILLINOIS

IN

COUNTY OF COOK

The undersigned, Clerk of the County of Cook, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

Witness my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 19____.

Clerk of Cook County, Illinois

Notary Public

Notary Public

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, Notary Public in and for the County and State aforesaid, do hereby certify that J. Ronald Magnabosco and Robert J. Skurla whose names are as President and Secretary, respectively of SOUTH TOWNS BUSINESS GROWTH CORPORATION, a corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of July, 1990.

Deborah M. Rocho
Notary Public, State of Illinois
NOTARIAL SEAL
DEBORAH M. ROCHO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/2/93

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STATE OF ILLINOIS

COUNTY OF COOK

IN SENATE
JANUARY 11, 1900

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
ON JANUARY 11, 1899

THE COMMISSIONERS OF THE LAND OFFICE HAVE THE HONOR TO ACKNOWLEDGE THE RECEIPT OF YOUR RESOLUTION PASSED ON JANUARY 11, 1899, AND TO REPORT THAT THE SAME HAS BEEN REFERRED TO THE COMMITTEE ON LANDS, AND THAT THE COMMITTEE HAS REPORTED THEREON TO THE SENATE ON JANUARY 11, 1900.

Very respectfully,
J. W. HARRIS, Commissioner of the Land Office.

RECEIVED
JAN 11 1900
LAND OFFICE

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7. **Inspection.** Lender or its agent may make reasonable entries upon and inspection of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its options, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

9. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. A waiver in one or more instances of any of the terms, covenants, conditions or provisions hereof, or of the Agreement, or any part thereof, shall apply to the particular instance or instances and at the particular time or times only, and no such waiver shall be deemed a continuing waiver but all of the terms, covenants, conditions and other provisions of this Security Instrument and of the Agreement shall survive and continue to remain in full force and effect. No waiver shall be asserted against Lender unless in writing signed by Lender.

10. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15. If there is more than one party as Borrower, each of Borrower's covenants and agreements shall be joint and several. Any

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Borrower who co-signs this Security Instrument but does not execute the Agreement; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without that Borrower's consent.

11. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.

12. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of Illinois. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Agreement are declared to be severable.

14. **Assignment by Lender.** Lender may assign all or any portion of its interest hereunder and its rights granted herein and in the Agreement to any person, trust, financial institution or corporation as Lender may determine and upon such assignment, such assignee shall thereupon succeed to all the rights, interests, and options of Lender herein and in the Agreement, and Lender shall thereupon have no further obligations or liabilities thereunder.

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15. **Transfer of the Property or a Beneficial Interest in Borrower; Due on Sale.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument or the Agreement without further notice or demand on Borrower.

16. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Agreement had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged; and (e) not use the provision more frequently than once every five years. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 15.

17. **Prior Mortgage.** Borrower shall not be in default of any provision of any prior mortgage.

18. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following: (a) Borrower's fraud or material misrepresentation in connection with this Security Instrument, the Agreement or the Equity Credit Line evidenced by the Agreement; (b) Borrower's failure to meet the repayment terms of the Agreement; or (c) Borrower's actions or inactions which adversely affect the Property or any right Lender has in the Property (but not prior to acceleration under paragraph 15 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d)

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that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in legal proceedings pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

19. Lender in Possession. Upon acceleration under paragraph 18 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of, and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Nothing herein contained shall be construed as constituting Lender a mortgagee in possession in the absence of the taking of actual possession of the Property by Lender pursuant to this paragraph 19. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

20. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

21. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

22. No Offsets by Borrower. No offset or claim that Borrower now has or may have in the future against Lender shall relieve Borrower from paying any amounts due under the Agreement or this Security Instrument or from performing any other obligations contained therein.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were part of this Security Instrument.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

X Allen L. Parchem
Allen L. Parchem

X Georgia K. Parchem
Georgia K. Parchem

_____(Space Below This Line for Acknowledgment)_____

STATE OF ILLINOIS, COOK COUNTY ss:

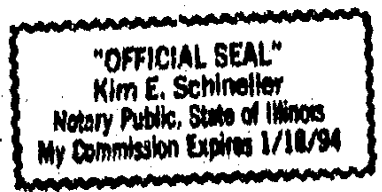
I, Kim E. Schineller, a Notary Public in and for said county and state, do hereby certify that Allen L. Parchem and Georgia K. Parchem, personally known to me to be the same person(s) whose name(s) is (are) subscribed to the forgoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 15th day of June, 1990.

My commission expires:

1/18/94

Kim E. Schineller
Notary Public



mailed to:
The First Chicago
Bank of Oak Park
1048 Lake St
Oak Park IL 60301

Box 733

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Kim E. Schindler
Notary Public, State of Illinois
My Commission Expires 1/18/24