

## UNOFFICIAL COPY

93733262

# MORTGAGE

(Direct)

This mortgage made and entered into this / day of  
 19 , by and between FRANK MILLER, JOINED BY HIS WIFE JOANNE MILLER

(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 POST OFFICE BOX 12247, BIRMINGHAM, ALABAMA 35202-2247.

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 16 (except the East 3 feet thereof) and the East 1/2 of Lot 17 in Block 15 in William R. Kerr's Subdivision of the West 1/2 of the Northeast 1/4 of Section 29, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

DEPT-01 RECORDING	\$27.50
T#3333 TRAN 1975 09/14/93 14:28:00	
\$2752 + *-93-733262	
COOK COUNTY RECORDER	

Permanent Index Number: 25-29-112-047-0000  
 Common Known Street Address: 1444 WEST 123RD STREET, CHICAGO, ILLINOIS 60643

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, 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 SEPTEMBER 1, 1993 in the principal sum of \$ 29,300.00 . signed by FRANK MILLER AND JOANNE MILLER

in behalf of THEMSELVES incorporated  
 herein by reference and held by Mortgagee. The obligation hereby secured matures  
 SBA Form 927 (3-73) Previous Editions are Obsolete. THIRTY (30) years from date of Note.



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

3. All awards of damages in connection with any court action for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagor, who may apply the same to payment of the instalments last due under said note, and mortgagor is hereby authorized, in the name of the mortgagor, to execute and deliver valid assignments thereof and to appeal from any such award, name to pay rent of the same free from the expense of all public improvements now or hereafter erected on or about the property or of demolition, or removal, or substitution of any part of said mortgaged property or demolition, or removal, or substitution of any part of the mortgage or of the buildings without the written consent of the mortgagee.

4. He will not rent or assign any part of the rent of said mortgaged property or demolition, or removal, or substitution of any part of the mortgage or of the buildings without the written consent of the mortgagee, and further, he will keep and maintain the same free from the expense of all public improvements now or hereafter erected on or about the property or of demolition, or removal, or substitution of any part of the mortgage or of the buildings.

5. He will not voluntarily create or permit to be created against the property, subjects 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 expense of all public improvements now or hereafter erected on or about the property or of demolition, or removal, or substitution of any part of the mortgage or of the buildings.

6. The right created by this conveyance shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

7. The right created by this conveyance shall remain in full force and effect during any additional period or other time to the date of any amendment or modification made to this instrument.

8. He will pay all taxes, assessments, water rates, and other expenses and incurred in the protection and maintenance of said property, including all fees of any attorney employed by the mortgagor, attorney, or court proceedings incurred in any other way than by the mortgagee.

9. He will pay all taxes, assessments, water rates, and other expenses and incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagor, attorney, or court proceedings incurred in any other way than by the mortgagee.

10. The mortgagee covrancs and agrees as follows:

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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, his 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) in any other manner or 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 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. 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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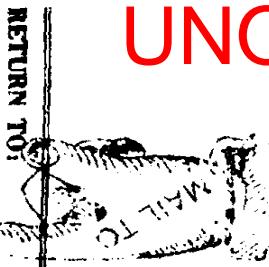
## MORTGAGE

FRANK MILLER  
AND  
JOANNE MILLER

to

SMALL BUSINESS ADMINISTRATION

### RECORDING DATA



RETURN TO:

Name: SMALL BUSINESS ADMINISTRATION  
Area 2 - DISASTER ASSISTANCE  
Address: ONE BALTIMORE PLACE, SUITE 300  
ATLANTA, GEORGIA 30308

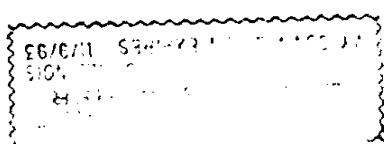
119-93  
Mortuary Public  
Date of Seal/Stamp: 1982  
Given under my hand and seal this

I, *L M Moskalyk*,  
in the State of *Illinois*, do hereby certify that **FRANK MILLER AND JOANNE MILLER**  
are 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 this instrument as their free and voluntary  
act, for the uses and purposes herein set forth, including waiver of rights and  
benefits under and by virtue of the Homestead Exemption Laws of the State of  
Illinois and federal laws.

COUNTY OF *Cook*  
STATE OF *ILLINOIS*  
(SS)

(Add appropriate Acknowledgment)

93733262



Received and delivered in the process of the following witness:

TERRY J. MILLER, Attorney Advisor  
Small Businesses Administration  
Area 2 - Disaster Assistance  
One Baltimore Place, Suite 300  
Atlanta, Georgia 30308

THIS INSTRUMENT PREARED 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.

be addressed to the mortgagee at POST OFFICE BOX 12247, BIRMINGHAM, ALABAMA 35202-2247.  
and any written notice to be issued to the mortgagee shall  
be addressed to the mortgagee at 1444 WEST 123RD STREET, CHICAGO, ILLINOIS 60643  
and any written notice to be issued to the mortgagee pursuant to the provisions of this instrument shall be ad-