

UNOFFICIAL COPY

93902847

# MORTGAGE

(Direct)

This mortgage made and entered into this / day of / 19 /, by and between Carlton Stinson and Glenellyn Stinson, who acquired title as Glen E. Stinson, 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 500 West Madison, Room 1250, Chicago, Illinois 60661.

WITNESSETH, that for the consideration hereinabove 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 at , being in the County of COOK

State of ILLINOIS

Lot 1 (except the North 30 feet thereof) and all of Lots 2 and 3 in Block 78 in Cornell in the Southeast 1/4 of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

DEED OF RECORDING \$27.50  
T9632 RAN 9632 11/03/93 10:59:00  
#4514 4-93-902847  
COOK COUNTY RECORDER

Permanent Index Number: 20-26-417-017  
Common Known Street Address: 7702-04 South Avalon, Chicago, Illinois 60619

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 judgment 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). 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 August 18, 1993 in the principal sum of \$15,400.00, signed by Carlton Stinson and Glenellyn Stinson

in behalf of themselves , incorporated herein by reference and held by Mortgagee. The obligation hereby secured matures

30 years from date of Note.

2750  
J.P.WK

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2. Defaulter in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby and property. This instrument shall operate as an assignment of any rentals on said property to the extent.

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

4. The mortgagor shall execute and deliver valid acquittances thereof and to appeal from any such award.

5. The same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to this become the owner of all of the rents and profits accruing after default as security for the indebtedness agreed hereunder (hereby).

6. All awards of damages in connection with any condemnation for public use of 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 installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

7. He will not rent or assign any part of the rent of said mortgaged property or deposit, or remove,

or subdivide after any building without the written consent of the mortgagee.

8. He will not permit any other to enter upon or damage any part of the property in said condition;

9. He will not commit or permit to be created against the interest of the mortgagee any lien or claim for construction or labor or materials or improvements now being expended or to be expended on

any item of this or future, he will keep and maintain the item of this mortgage without the written consent of the mortgagee; and further, he will pay all expenses of removal of all materials, supplies, labor or

any kind or character or superior to the item of this mortgage to be created against the interest of the mortgagee.

10. He will not voluntarily create or permit to be created against the interest of the mortgagee any lien or claim for payment or delivery of any part thereof;

11. He will keep all buildings and other improvements on said property in good repair and condition;

12. He will keep the property in good repair and payable and shall be secured by the item of this mortgage.

13. He will keep the property in good repair and every such payment may deem necessary for the proper preservation thereof; and the full amount of each and every such payment may be immediately applied to the repair of the property in good repair, in case of damage thereto in the event of failure of the mortgagor to keep the building on said premises and those created on and

in the event of failure of either of the mortgagor to keep the building on said premises and those created on and will permit, commit, or suffer no waste, impairment, deterioration, or any part thereof;

14. He will keep all buildings and other improvements on said property in good repair and condition;

15. He will keep the property in good repair and payable and shall be secured by the item of this mortgage;

16. He will keep the property in good repair and payable and shall be secured by the item of this mortgage, or other trustee of the mortgagor, in and to any insurance policies then in force shall pass to the

mortgagee, or other trustee of the mortgagor, in and to any insurance policies then in force shall pass to the

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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, replevin, 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 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 sum 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 sum 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

CARLTON STINSON  
AND  
GLENNELYN STINSON

to

SMALL BUSINESS ADMINISTRATION

RETURN TO:

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

RECORDING DATA

My Commission Expires: Oct 31, 1995

Notary Public  
Linda Eisinger

day of November, 1993.

Given under my hand and seal this

benefits under and by virtue of the Homestead Exemption laws of the State of Illinois and  
that they signed, sealed and delivered the instrument in person, and acknowledged  
the foregoing instrument, appeared before me this day in person, and acknowledged  
are the same persons whose names are subscribed to  
in the State aforesaid, do hereby certify that Carlton Stinson and Glennelyn  
Stinson

I, LINDA EISINGER, a Notary Public in and for said County,

STATE OF ILLINOIS  
(SS)  
COUNTY OF COOK  
(Add Appropriate Address/Signature)

Sworn and affirmed to the premises of the following witness:

Terry J. Miller, Attorney Advisor  
Small Business Administration  
Area 2 - Disaster Assistance  
One Baltimore Place, Suite 300  
Atlanta, Georgia 30308

THIS INSTRUMENT PREFERRED BY:

In Witness Whereof, the mortgagee 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 500 West Madison, Room 1250, Chicago, Illinois 60661  
addressed to the mortgagee at 8347 South Glebesby, Chicago, Illinois 60617  
and a copy written notice to be issued to the mortgagee shall

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

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