

94514836

MORTGAGE

(Direct)

This mortgage made and entered into this 10th day of June,
1994, by and between CALVIN STEWARD AND JOAN STEWARD, 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 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 6 in William J. Wightman's Resubdivision of Lots 1, 2, 3 and 4 in Hopkinson's Subdivision of Lots 4, 5, 6, 7 and 10 in Block 13 in Subdivision by Blue Island Land and Building Company known as Washington Heights in the South East 1/4 of Section 18, Township 17 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

94514836

DEPT-01 RECORDING

\$27.50

COOK COUNTY RECORDER

#6805 # 3 J 2-94-514836

Permanent Index Number: 25-18-405-032-0000

Common Known Street Address: 1619 West 107th Street, Chicago, Illinois 60643

Mortgagor, on behalf of himself and each and every person claiming by, through, or under him, Mortgagee, 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 Mortgagor'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 to 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 May 2, 1994 in the principal sum of \$ 17,900.00 , signed by Calvin Steward and Joan Steward in behalf of Themselves herein by reference and held by Mortgagee. The obligation hereby secured matures

, incorporated

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2. **Debtors** In any of the occurrences or conditions of this instrument or of the note or loan agreement accrued hereby shall terminate the mortgagor's rights to possession, use, and enjoyment of the property, at the option of the mortgagee or his assignee, in 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 right to enter upon and profit by the property to satisfy the debt due him.

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

7. All awards of damages in connection with any condemnation for public use or for injury to any of the property subjects to this mortgage are hereby assessed and shall be paid to mortgagee, who may apply the same to payment of the installments 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.

of easements, liability after any building without the written consent of the mortgagee.

4. He will not voluntarily create or permit to be created any injury to the property subject to the mortgage; and further, he will keep and maintain the same free from all encumbrances, except such as may be necessary for construction of a new and all buildings or improvements now being erected or to be erected on

B. The will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, improvidence, or mismanagement, or deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereto, in good repair, the mortgagee may make such repairs as in his discretion shall be necessary for the proper preservation thereof; and the full amount of such payment

6. He will continually use his natural talents to the best advantage, and in such measure as the mortgagee may from time to time require or type of service and in such amounts as the mortgagor promptly when due and premium thereon shall be carried to account except in cases where the parties and the public interest so require. All insurance shall be taken by the mortgagor and paid by him promptly when due and premium thereon shall be held by the mortgagor to pay expenses and the principal and interest of the mortgagee to the extent of loss, mortgagor will give good and sufficient cause to the mortgagee to make payment of loss if not made prompt by the mortgagor, and each trustee and company concerned is hereby authorized and directed to make payment for such

or extension of the date of payment of the indebtedness evidenced by said promissory note or any part thereof accrued hereinafter.

compliance or satisfaction, he shall receive and deliver a supplemental mortgage or mortgages covering any additional
or better - or new made to the property heretofore described; and all property acquired by
any debtor in the date hereof (all) in form satisfactory to mortgagor). Furthermore, should mortgagor fail to cure
any defect in the property heretofore described; and all property acquired by
any debtor in the date hereof to permit mortgagor to cure such default, but mortgagor is not obligated to do so;
and such deficiency shall become part of the indebtedness secured by this instrument, subject to the same
terms and conditions.

Proprietary, including the fact of any attorney employed by the mortgagor or any other party involved in the protection and enforcement of any indebtedness heretofore incurred, or for foreclosure by mortgagee's sale, or court proceedings, or in any other way shall be disclosed in any other way than by the mortgagor.

impassioned, for which provisos may have been made heretofore, and will promptly deliver the official records whenever to the said mortgagor.

"The will presumably may also later be superseded by a valid memorandum made in this manner and in due

QUESTION **1** **ANSWER** **1** **QUESTION** **2** **ANSWER** **2**

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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 sufficient 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 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.

94-53-1836

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

Calvin Steward
and
Joan Steward

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

NOTARY PUBLIC
STATE OF GEORGIA
MY COMMISSION EXPIRES:
"OFFICIAL SEAL"
"EVELYN O. LEED
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES: 8/24/94

Given under my hand and seal this
11th day of April, 1994.

In the State of Georgia, do hereby certify that Evelyn O. Leeward and Joan Steward, in the State of Georgia, do hereby certify that Evelyn O. Leeward and Joan Steward, 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 the instrument set forth, in accordance with the laws of the State of Georgia, for the uses and purposes thereto intended, notwithstanding any other clause or condition contained therein, which may be inconsistent therewith, and acknowledged that they signed, sealed and delivered the instrument set forth, in accordance with the laws of the State of Georgia, for the uses and purposes thereto intended, notwithstanding any other clause or condition contained therein, which may be inconsistent therewith.

COUNTY OF ILLINOIS
STATE OF ILLINOIS
(Add Appropriate Acknowledgment)

(Add Appropriate Acknowledgment)

Executed and delivered to the premises 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 PREPARED 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 it known to the mortgagee at Post Office Box 12247, Birmingham, Alabama 35202-2247
and any written notice to be issued to the mortgagee shall
be deemed to be given to the mortgagee at 1619 West 107th Street, Chicago, Illinois 60643
11. Any written notice to be issued to the mortgagee pursuant to the provisions of this instrument shall be ad-