

94561929 94355005

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided

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

c. He 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 mortgagee for the collection of any or all of the indebtedness hereby secured, or for foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said premises. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagee.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this covenant 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.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, 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 thereon, 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 lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject 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 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.

i. He will not rent 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 mortgagee.

j. 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.

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

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor 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 assignment of any rentals on said property to that extent.



UNOFFICIAL COPY

RECORDING DATA

BEATRICE BEAUREGARD  
Notary Public, State of Illinois  
My Commission Expires 8-24-67

first  
main-  
thirdly,

to hereinabove  
and evidenced by  
deficiency without

the tax or other tax liability  
rized at his option to  
the principal amount of the  
the mortgagor shall pay and  
ms and shall discharge all taxes  
his mortgage, then this mortgage

hereby shall at any time thereafter be held

regulations of the Small Business Administration (13)  
provision or portion of this instrument invalid or un-  
ment of the remaining provisions or portions of

Property of Cook County Clerk's Office  
Notary Public  
My Commission Expires  
day of  
1967

5005526

COUNTY OF  
STATE OF ILLINOIS

I, the State aforesaid, do hereby certify that the foregoing instrument, sealed and delivered before me this day in the State aforesaid, appeared are the same persons that act, for the use and purposes set forth, including waiver of benefits under and Federal laws, and seal this under my hand and seal this

UNOFFICIAL COPY

if he shall fail to pay...  
ment of this instrument or...  
mediately become due, payable, and...  
of maturity, and the mortgage...  
the mortgagor having waived and assigned to the m...  
to the provisions of 28 U.S.C. 2001(a) or  
mortgage, either by auction or by solicitation of sealed bids for the highest and  
terms of sale and manner of payment specified in the published notice of sale, for  
the time, terms, and place of such sale, by advertisement not less than or  
weeks in a newspaper published or distributed in the county in which said prop  
being hereby waived by the mortgagor (and said mortgage, or any perso  
may bid with the unpaid indebtedness evidenced by said note). Said sale sh  
to be sold or at the Federal, county, or city courthouse for the county in wh  
e mortgage is hereby authorized to execute for and on behalf of the mortgag  
er at such sale a sufficient conveyance of said property, which conveyance sh  
ppening of the default upon which the execution of the power of sale her  
id mortgagor hereby constitutes and appoints the mortgagee or any agent or su  
gent and attorney in fact of said mortgagor to make such recitals and to  
hereby covenants and agrees that the recitals so made shall be effectual to b  
ption, homestead, dower, and all other exemptions of the mortgagor, all of w  
ed and conveyed to the mortgagee; or  
ke any other appropriate action pursuant to state or Federal statute either  
erwise for the disposition of the property.  
a sale as hereinabove provided, the mortgagor or any person in possession un  
nd be tenants holding over and shall forthwith deliver possession to the purch  
spossession, in accordance with the provisions of law applicable to tenants  
hereby granted are coupled with an interest and are irrevocable by death or  
ive to the remedies for collection of said indebtedness provided by law.  
ne proceeds of any sale of said property in accordance with the preceding pa  
costs and expenses of said sale, the expenses incurred by the mortgagee for th  
roperty, and reasonable attorneys' fees; secondly, to pay the indebtedne  
r excess to the person or persons legally entitled thereto.  
ld at a judicial foreclosure sale or pursu  
to pay the total indebtedness secur  
ed to a deficiency judgment.



# UNOFFICIAL COPY

11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 8843 SOUTH PAXTON AVENUE, CHICAGO, ILLINOIS 60617  
 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at POST OFFICE BOX 12247, BIRMINGHAM, ALABAMA 35202-2247

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.

THIS INSTRUMENT PREPARED BY:

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

*Raymond Horace*  
 RAYMOND HORACE  
*Virginia Horace*  
 VIRGINIA HORACE

915562958000  
 68262836

Executed and delivered in the presence of the following witnesses:

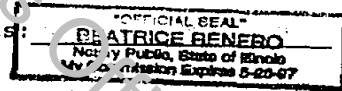
COUNTY OF Cook (Add Appropriate Acknowledgment)  
 STATE OF ILLINOIS

I, Beatrice Renfro, a Notary Public in and for said County, in the State aforesaid, do hereby certify that RAYMOND HORACE AND VIRGINIA HORACE 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 said instrument as their free and voluntary act, for the uses and purposes therein 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.

Given under my hand and seal this 28 day of April, 1994  
*Beatrice Renfro*

Notary Public

My Commission Expires:



**MORTGAGE**

RAYMOND HORACE  
 AND  
 VIRGINIA HORACE

TO

SMALL BUSINESS ADMINISTRATION

RECORDING DATA



RETURN TO:

Small Business Administration  
 Area 2 - Disaster Assistance  
 Address: One Baltimore Place, Suite 300  
 Atlanta, Georgia 30308

# UNOFFICIAL COPY

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.

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.

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.

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.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax hereon, charge, fee, or other expense charged against the property, the mortgagor is hereby authorized at his option to pay the same. Any sums so paid by the mortgagor 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.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinbefore granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidentially said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

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 attorney's fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

In the event of a sale as hereinafore provided, the mortgagor or any person in possession under the mortgagor shall then become and be tenant 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.

(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.

(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 mortgagor, 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; 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.

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 appraisal; the mortgagor having waived and assigned to the mortgagee all rights of appraisal.

94355005