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SBA LOAN NUMBER: 114-01682530-10
CONTROL NUMBER: 2662-8439

94105215

MORTGAGE (Direct)

This mortgage made and entered into this 23 day of JANUARY
19 94, by and between ROGER L. HARRIS & VANESSA R. HARRIS, 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 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 and being in the County of COOK.

State of ILLINOIS

Lot 40 (except the South 7 Feet thereof) and The
South 12 Feet of Lot 46 in Block 4 in John A.
Prescott's Beverly Hills, a Subdivision of Blocks 4
And 5 in The Subdivision of The South 1/2 of That
Part of The First 1/2 of Section 6, Township 37
North, Range 14 East of The Third Principal Meridian,
Lying East of The Railroad, in Cook County,
Illinois.

DEPT-01 RECORDING \$27.50
TUESDAY FEB 14 02/01/94 11:15:00
BOOK 6 PAGE 105215
COOK COUNTY RECORDER

94105215

Permanent Index Number: 25-06-411-003

Common Known Street Address: 9209 SOUTH MANSFIELD, CHICAGO, ILLINOIS 60620

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 rents, 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 heretofore rents 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 JANUARY 23, 1994 in the principal sum of \$21,200.00, signed by VANESSA R. HARRIS AND ROGER L. HARRIS

in behalf of THEMSELVES , incorporated
herein by reference and held by Mortgagee. The obligation hereby secured matures
SBA Form 557 (5-78) Previous Editions are Obsolete. THIRTY (30) years from date of Note.

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2. Deed shall be in any of the covenants or conditions of this instrument or of the note or loan agreement accrued hereby shall terminate the mortgagee's right to possession, use, and enjoyment of the property after default is secured for the indefinite period. This instrument shall operate as an assignment of any rental on said property to the extent for the indefinite period, with the right to enter upon said property for the purpose of collecting such mortgagee or his assignee (it being agreed that the mortgagee 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 in security of the property hereby, unless the parties otherwise agree.

3. All awards of damages in connection with any condemnation of the mortgagor to any assessable time, expense of the mortgagor, to execute and deliver valid assignments thereto and to appeal from any such award, same to payment of the installments due under said note, and mortgagee is hereby authorized, in the event any expense object to this mortgagee are hereby assessed to the mortgagor subject to any of the same to pay same to the mortgagor.

4. The will not retain any building without the written consent of the mortgagor.

5. The will not voluntarily create or permit to be created against the property or demerit or remove, or abandonally alter any building without the written consent of the mortgagor.

6. He will not commit, or suffer no waste, impairment, deterioration of said property or any part thereof; will permit, commit, or suffer improvements on all property in good spirit and condition; shall be immediately due and payable and shall be secured by the lien of said mortgage.

7. The will keep all buildings and other improvements on all property in good spirit and condition; shall be immediately due and payable and shall be secured by the lien of said mortgage or, at the option of the mortgagor, be surrendered for a refund,ridge, and interest of the mortgagor in and to any insurance policies then in force shall pass to the mortgagor, or other trustee of title to said property in an amount of the indebtedness secured hereby, all may deem necessary for the repair of damage to the property caused or destroyed, to the reduction of the indebtedness or to the restoration of mortgagee at its option either to the reduction of the indebtedness hereby part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby less directly to mortgagee instead of to mortgagee, and the balance proceeded, or any improvement, and other improvements completely out, as it hereby authorized and directed to make payment for such improvements, and such insurance company can, in its discretion and discretion of loss if not made promptly, and to writing to mortgagee, any mortgagee may make proof of loss if not made promptly by insurance notice in favor of and to its acceptable to the mortgagee, in event of loss, mortgagee will give to mortgagee and the policies and coverage otherwise shall be carried in company's books, mortgagee will pay promptly when due any premium therefor. All insurance shall be carried in company's books, mortgagee may from time to time require on the improvements now or hereafter on said property, and meet requirements, or deliver a supplemental mortgage or mortgagee shall be carried in company's books, mortgagee may furnish the shell evidence of the instrument of record of the mortgagee, in such amounts as the extension of the time of payment evidenced by said promissory note or any part thereof secured hereby.

8. The rights created by this conveyance shall remain in full force and effect during any possession or extension of the time of payment of the indebtedness evidenced by said promissory note or any part thereof or extension of the time of payment of the instrument of record of the mortgagee, in such amounts as the extension secured hereby.

9. For better security of the indebtedness hereby recited, upon the request of the mortgagee, in such amount as he shall execute and deliver a supplemental mortgage or mortgagee, in such amounts as the mortgagee has agreed to permit mortgagee to cure such default, but mortgagee is not obligated to do so; any default in the payment of a prior or interior encumbrance on the property described by this instrument, it shall be held by mortgagee and have attached thereto. All payments shall be carried in company's books, except in the case of a default in payment to mortgagee, all in form satisfactory to mortgagee, furthermore, should mortgagee fail to cure it, the mortgagee may terminate the instrument made to the property described and delivered by mortgagee, in accordance with the terms and conditions of this instrument.

10. The 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, costs reasonably incurred in any other litigation or proceeding affecting said premises, or for foreclosure by mortgagee, sale, or collection of any or all of the indebtedness hereby recited by the mortgagee, and will promptly deliver the official receipts

11. The will pay all taxes assessments, water rates, and other government of municipal charges, fees, or impositions, for which provision has not been made heretofore, and will promptly pay any other charge

12. The will pay all taxes assessments, water rates, and other government of municipal charges, fees, or impositions, for which provision has not been made heretofore, and will promptly pay any other charge

13. The mortgagee covenants and agrees as follows:

14. The will pay all taxes assessments, water rates, and other government of municipal charges, fees, or impositions, for which provision has not been made heretofore, and will promptly pay any other charge

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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, nomine, 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 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.

ST 105215
SBA Office

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MORTGAGE

ROGER L. HARRIS
AND
VANESSA R. HARRIS

to

SHALI. BUSINESS ADMINISTRATION

RECORDING DATA

"COMMISSIONER EXECUTIVE 1996
NOTARY PUBLIC STATE OF GEORGIA
TERESA A. SWARTZ
"OFFICIAL SEAL"

My Commission Expiration: 10-16-96
Notary Public

Given under my hand and seal this

1996, day of April,

HARRIS, State aforesaid, do hereby certify that ROGER L. HARRIS AND VANESSA R., in the same persons whose names are subscribed to the foregoing instrument, appear before me this day in person, and acknowledge that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth, including waiver of notice and benefits under and by virtue of the Homeowner's Protection Act, for the benefit of themselves and the public, notwithstanding any provision of the Homeowner's Protection Act, to the contrary.

I, TERRY J. MILLER, Attorney Advisor to the Small Business Administration Area 2 - Disaster Assistance Office, Atlanta, Georgia 30308, in the State aforesaid, do hereby certify that ROGER L. HARRIS AND VANESSA R., a Notary Public in and for said County,

STATE OF ILLINOIS
COUNTY OF (SS)
(Add Appropriate Acknowledgment)

Entered and indexed in the records of the following offices:

TERRY J. MILLER, Attorney Advisor to the Small Business Administration Area 2 - Disaster Assistance Office, Atlanta, Georgia 30308
Area 2 - Disaster Assistance Office, Atlanta, Georgia 30308
Terry J. Miller, Attorney Advisor to the Small Business Administration Area 2 - Disaster Assistance Office, Atlanta, Georgia 30308
VANESSA R. HARRIS
ROGER L. HARRIS
ATLANTA, GEORGIA
THIS INSTRUMENT PREPARED 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 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 9209 SOUTH MARSHFIELD, CHICAGO, ILLINOIS 60620
11. Any written notice to be issued to the mortgagee pursuant to the provisions of this instrument shall be ad-