

INSTRUMENT PREPARED BY
HARRY HYLTON

THE MONEY STORE INVESTMENT CORPORATION
3301 C STREET, SUITE 301
SACRAMENTO, CA 95816

AFTER RECORDING, RETURN TO:
THE MONEY STORE INVESTMENT CORPORATION
ATTN: LOAN SERVICE DEPARTMENT
P.O. BOX 15143
SACRAMENTO, CA. 95851

DEPT-01 RECORDING 029.00
T#0012 TRAN 0163 04/16/96 15:12:00
99454 ER *-96-283778
COOK COUNTY RECORDER

MORTGAGE
(Participation)

Copy 76 05189 DI

This mortgage made and entered into this 15th day of April 1996, by and between HARRY PRICE married to Michelle Price residing at 1875 RFD Chacker Road, Long Grove, Illinois 60047 (hereinafter referred to as mortgagor) and THE MONEY STORE INVESTMENT CORPORATION (hereinafter referred to as mortgagee), who maintains an office and place of business at P.O. BOX 162247, SACRAMENTO, CA 95816

29.00

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

This property is legally described on Exhibit A attached hereto and made a part hereof.

Property is commonly known as: 6401 W. 65th Street, Bedford Park, Illinois 60499.

Tax Nos.: 19-19-217-068-0000, 19-19-215-017-0000, 19-19-215-018-0000.

In the event said property, or any part thereof, or any interest in it, or if it is agreed that it will be in any manner or way, whether voluntary, involuntary, by the operation of law or otherwise, be sold, conveyed or hypothecated, all obligations secured by the mortgage, irrespective of the maturity dates expressed in any Note or Notes, evidence same, and without demand or notice, shall become due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.

This property is not homestead property,
This is a Purchase Money First Mortgage which secures a note with a variable rate.

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. Mortgagor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Illinois.

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 April 15, 1996 is the principal sum of \$ 1,200,000.00 signed by Harry Price, Individually, and as President and Secretary of Silver Capital Corporation, on behalf of a loan made to Harry Price and Silver Capital Corporation.

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SBA FORM 228 (11-85)

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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 hereinafter, and will promptly deliver the official receipts therefor to the said mortgagor.
 - 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 mortgagor for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagor's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.
 - d. For better security of the indebtedness hereby secured, upon the request of the mortgagor, his successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinafter described and all property acquired by it after the date hereof (all in form satisfactory to mortgagor). Furthermore, said mortgagor shall to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, a mortgagor hereby agrees to permit mortgagor to cure such default, but mortgagor is not obligated to do so; and such advances will become part of the indebtedness secured by this instrument, subject to the same terms and conditions.
 - e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the 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 mortgagor may from time to time require on the improvements, now or hereafter on said property, and will pay promptly when due any premiums thereon. All insurance shall be carried in companies acceptable to mortgagor and the policies and renewals thereof shall be held by mortgagor and have attached thereto non-cancelable clauses in favor of and in form acceptable to the mortgagor. In event of loss, mortgagor will give immediate notice in writing to mortgagor, and mortgagor may make proof of loss if not made promptly by mortgagor, and each insurance company covered hereby is hereby authorized and directed to make payment for such loss directly to mortgagor, and in the event of 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 mortgagor, 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 mortgagor may make such repairs as in his discretion he 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 mortgagor; and 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 mortgagor.
 - 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 mortgagor, who may apply the same to payment of the installments hereunder and to appeal from any such award.
 - k. The mortgagor 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 mortgagor or his assigns (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 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.

Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. 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.

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BBA FORM 928 (11-85)

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 1875 RFD Checker Road, Long Grove, IL 60047 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at P.O. Box 162247, Sacramento, CA 95816, Attn: Loan Service Dept. U.S. GPO: 1995-305-421/505015

10. (a) Mortgagor, on behalf of himself and each and every person claiming by, through or under Mortgagor, hereby waives any and all rights of redemption, statutory or otherwise, without prejudice to Mortgagor's right to any remedy, legal or equitable, which Mortgagor may pursue to enforce payment or to effect collection of all or any part of the indebtedness secured by this mortgage and without prejudice to Mortgagor's right to a deficiency judgment or any other appropriate relief in the event of foreclosure of this mortgage.

9. 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.

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 heirs, assigns, 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 as herein provided, 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.

5. In the event said property is sold at a judicial foreclosure sale, or pursuant to the power of sale heretofore 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 with respect 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 in 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.

3. In the event of a sale as heretofore provided, the mortgagor or any persons in possession under the mortgage shall then become and be tenants holding over and shall not 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.

(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 date, time, 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 as 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 mortgagee hereby consents and agrees that the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagee to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effective to be all equity or right of redemption, 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.

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to comply with 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 assignee, regardless of maturity, and the mortgagee or his assignee may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal).

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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.

Harry Price
.....
Harry Price
.....

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Executed and delivered in the presence of the following witnesses:

.....
.....

(Add Appropriate Acknowledgment)

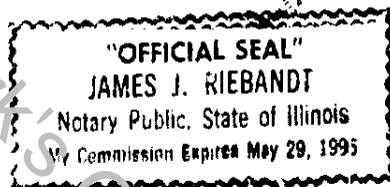
STATE OF ILLINOIS)
COUNTY OF COOK)

I, JAMES J. RIEBANDT, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Harry Price, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes set forth, waiving his redemption rights, and releasing and waiving the rights under the homestead exemption laws of this state.

GIVEN under my hand and seal this 15th day of April, 1996.

James J. Riebandt
Notary Public

My Commission Expires: MAY 29, 1996



MORTGAGE

Harry Price

TO

The Money Store
Investment Corporation

RECORDING DATA

BOX 333-CTI

RETURN TO:

The Money Store Investment
Name Corporation.....
Loan Service Division
Address P.O. Box 15143.....
Sacramento, CA 95851.....

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PARCEL 2:
 LOTS 9 AND 10 IN BLOCK 20 IN FREDERICK H. BARTLETT'S CHICAGO HIGHLANDS IN THE
 NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13
 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 1:
 THAT PART OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 38
 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT A
 POINT ON THE SOUTH LINE OF THE NORTH 50 FEET OF SAID 1/4 1/4 SECTION WHICH IS
 960.18 FEET EAST OF THE WEST LINE THEREOF; THENCE SOUTH 245.70 FEET ON A LINE
 PARALLEL WITH THE WEST LINE OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SAID
 SECTION 19; THENCE NORTH 89 DEGREES 28 MINUTES 58 SECONDS WEST, 0.60 FEET; THENCE
 SOUTH 11 DEGREES 30 MINUTES WEST 73.33 FEET TO AN INTERSECTION WITH A CURVED LINE
 CONVEX TO THE SOUTHWEST, SAID CURVED LINE HAVING A RADIUS OF 228.94 FEET AND
 BEING TANGENT TO A LINE 960 FEET EAST OF THE WEST LINE AT A POINT 260.74 FEET
 SOUTH OF THE NORTH LINE OF THE FORESAID 1/4 1/4 SECTION; THENCE SOUTHWESTERLY
 ALONG SAID CURVED LINE 236.72 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE
 SOUTH 800 FEET OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 19, AT
 A POINT 757.28 FEET EAST OF THE WEST LINE OF SAID 1/4 1/4 SECTION; THENCE SOUTH
 89 DEGREES 25 MINUTES 45 SECONDS EAST 530.90 FEET ALONG THE NORTH LINE OF SAID
 SOUTH 800 FEET OF THE FORESAID 1/4 1/4 SECTION, TO A LINE 25 FEET WEST OF AND
 PARALLEL WITH THE EAST LINE OF SAID 1/4 1/4 SECTION; THENCE NORTH 00 DEGREES 2
 MINUTES 20 SECONDS WEST ALONG THE LAST DESCRIBED LINE, 475.30 FEET TO THE SOUTH
 LINE OF THE NORTH 50 FEET OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SAID
 SECTION 19; THENCE NORTH 89 DEGREES 28 MINUTES 58 SECONDS WEST, 367.68 FEET TO
 THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

Property is legally described as follows:

EXHIBIT A TO MORTGAGE
 Property is commonly known as: 6401 W. 65th Street, Bedford Park, Illinois 60499
 Permanent Index No(s): 19-19-217-068-0000; 19-19-215-017-0000; 19-19-215-018-0000

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Property of Cook County

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Property of Cook County Clerk's Office