

UNOFFICIAL COPY

MORTGAGE

(Participation)

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This mortgage made and entered into this 16th day of September 19 87, by and between Gus Kouvelis and Ioanna Kouvelis, his wife

(hereinafter referred to as mortgagor) and Columbia National Bank of Chicago and Small Business Administration (hereinafter referred to as mortgagee), who maintains an office and place of business at 5250 N. Harlem Ave., Chicago, IL 60656 and 219 S. Dearborn St., Room 437, Chicago, IL 60604

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 25 in Brentwood South, being a Resubdivision of part of Lot 6 in Owner's Subdivision of Section 13, Township 41 North, Range 11, East of the Third Principal Meridian, according to Plat of said Brentwood South registered in the Office of the Registrar of Titles of Cook County, Illinois on November 8, 1963 as Document No. 2121488

Commonly known as: 60 W. Ambleside, Des Plaines, IL

P.I.N. 08-13-422-003

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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.

guaranty of

This instrument is given to secure the payment of a promissory note dated September 16, 1987 in the principal sum of \$ 230,000.00 signed by Spiros Mantzavarakos and Gus Kouvelis in behalf of K.D.E., Inc. d/b/a Plum Grove Square Restaurant

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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 appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(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, 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 hereinbefore provided, the mortgagor or any persons 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 appraisal.

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. 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.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at and any written notice to be issued to the mortgagee shall

be addressed to the mortgagee at

10 (a) Mortgagor, on behalf of himself/herself 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 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 to Mortgagee's right to a deficiency judgment or any other appropriate relief in the event of foreclosure of this Mortgage.

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MORTGAGE

Gus Kouvelis and Ioanna Kouvelis

TO

Columbia National Bank of Chicago
and Small Business Administration

RECORDING DATA

Prepared by and

RETURN TO:

Name: Julie A. Sheridan
Columbia National Bank of Chicago
Address: 5250 N. Harlem Avenue
Chicago, IL 60656

Property of Cook County Clerk's Office

(Add Appropriate Acknowledgment)

Julie A. Sheridan

~~Mark Spett CHARLES S. CASTLE V.P.~~

Charles S. Castle

Executed and delivered in the presence of the following witnesses:

Ioanna Kouvelis

Gus Kouvelis

Ioanna Kouvelis
Gus Kouvelis

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.

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INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF)

I, MICHAEL P. TRIMARCO, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Gus Kouvelis and Ioanna Kouvelis^{HIS WIFE}, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, including the waive of rights of redemption and waive of all rights and benefits under and by virtue of the homestead exemption laws of this state.

GIVEN under my hand and notarial seal this 16th day of September, 1987.

(NOTARIAL SEAL)

" OFFICIAL SEAL "
MICHAEL P. TRIMARCO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/26/91

Michael P. Trimarco
Notary Public

My commission expires: 3-26-91

This instrument prepared by:
Julie A. Sheridan
Columbia National Bank of Chicago
5250 N. Harlem Avenue
Chicago, IL 60656

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IN DUPLICATE

Andrew P. Maggio Jr. & Assoc.
TITLE DIVISION
7824 W. Belmont Ave.
Chicago, IL 60634
325-7799

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SEP 28 PM 12:13
HARRY (HUGO) YOUNG III
REGISTRAR OF TITLES

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