

3668195

MORTGAGE
(Direct)

This mortgage made and entered into this SEPTEMBER day of 25, 1987

19, by and between EDDIE STANDFORD, JR. AND DEBBY M. STANDFORD, 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 P.O. Box 11696, Birmingham, AL 35202-1696

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 189 IN CUMMINGS AND FOREMAN REAL ESTATE CORPORATION RESUBDIVISION OF PART OF MIAMI PARK IN THE WEST 1/2 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.T.N. 15-09-303-002

3668195

Common known street address: 319 Marshall, Bellwood, Illinois 60104

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, 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 whatsoever.

This instrument is given to secure the payment of a promissory note dated SEPTEMBER 25, 1987 in the principal sum of \$ 12,600.00 , signed by DEBBY M. STANDFORD AND EDDIE STANDFORD, JR. In behalf of THEMSELVES , incorporated herein by reference and held by Mortgagee. The obligation hereby secured matures TEN (10) years from date of Note.

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2. Default in any of the events or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgage or right to possession, use, and enjoyment of the property, at the option of the mortgagor, until he has paid all the rents and profits accruing after default. Upon any such mortgage or this assignment (if being satisfied that the mortgagor shall have actual rights until default), the mortgagor shall become the owner of all of the rents and profits accruing after default for the period covered by the mortgage, which the trustee is entitled to collect for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rents or any property to said creditor.

f. All awards of damages in connection with any condemnation for public use of or injury to any of the property subsists so this mortgagee hereby assented and shall be liable to mortgagee, who may apply the same to payment of the installments laid due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid assignments thereof and to appeal from any such award.

2. The will not enter or seal up any part of the rental of said mortgaged property or demotion, or remove, or subdivide any building without the written consent of the mortgagee.

A. He will not voluntarily create or permit to be created a general mortgage lien on his property, subject to this mortgage, any lien not voluntary or superior to be created against the property, without the written consent of the mortgagor.

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 or any part thereof;

5. He will continually minimize his hazard insurancce, of which type or types and in such amounts as the mortgagee may from time to time require on life improvements now or hereafter on said property, and will pay promptly when due any premium therefor. All insurance shall be carried in companies acceptable to the mortgagee and the policies and renewals thereof shall be held by the mortgagee and have attached thereto payable clauses in favor of and in form acceptable to the mortgagee, so every of said mortgagee will give

e. The rights created by this convention 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.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said motor vehicle.

imposition, for which provision has not been made heretofore, and will promptly deliver the official receipt.

"...He will promptly pay to the trade creditor evidence adduced by you and presented before us that he has

The most frequent coverartenet and syncretic as follows:

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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, 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.

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

EDDIE STANDFORD, JR. AND DEBBY M. STANDFORD

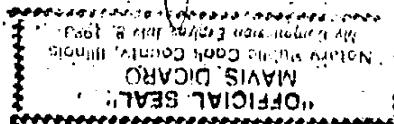
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SMALL BUSINESS ADMINISTRATION

RECORDING DATA

TO

My Commission Expires: 8/1988



GIVEN under my hand and seal this 19 day of August 1988.

EDDIE STANDFORD, JR., DO HEREBY CERTIFY, THAT DEBBY M. STANDFORD AND I, A Notary Public in and for said County of DeKalb, State of Illinois, personally known to me to be 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, in the uses and purposes herein set forth, including waiver of rights and benefits under and by virtue of the homestead exemption laws of the State of Illinois and federal law.

COUNTY OF DeKalb STATE OF ILLINOIS

(Add Appropriate Acknowledgment)

Executed and delivered in the presence of the following witnesses:

Atlatte, Georgia 30308

14th Floor, Ralph McGill Boulevard, N.E.

DeKalb Disaster Assistance Area 2

EDDIE STANDFORD, Jr.

DeBry M. STANDFORD

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 addressed to the mortgagee at P.O. Box 11696, Birmingham, AL 35202-1696
and any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 319 Marshaall, Bellwood, Illinois 60104
All written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be ad-