

UNOFFICIAL COPY

A

COPY DISTRIBUTION

White	Recorder of Deeds
Canary	Recorder of Deeds
	Return to Illinois Dept. of Revenue
Pink	Cook County Acct. or Downstate Acct.
Goldenrod	File Copy

STATE OF ILLINOIS  
DEPARTMENT OF REVENUE  
NOTICE OF LIEN

THIS INSTRUMENT WAS PREPARED BY  
  
Supervisor of Lien Unit  
Illinois Department of Revenue  
Springfield, Illinois

INCOME TAX

R.O.T.

EXCISE TAX

OTHER

Under Retailers' Occupation Tax Act; Use Tax Act; Municipal Retailers' Occupation Tax Act; County Retailers' Occupation Tax Act; Service Occupation Tax Act; Service Use Tax Act; Municipal Service Occupation Tax Act; County Service Occupation Tax Act; and Hotel Operators' Occupation Tax Act. The Illinois Income Tax Act and Regional Transportation Authority Ordinance.

Aggregate Marketing Services Co  
9559 S Arrowhead Dr  
Hickory Hills, IL 60457

Identification No. Reg. #1698-1057  
(S.S. No., F.E.I.N., Reg. No.)

Period Covered \_\_\_\_\_

Assessment No.(s) B256581, B256582, B256583

**-88-075903**

Code 16

Current Date February 3, 1988

Pursuant to Illinois Revised Statutes, Chapter 120, Sections 444a and 439.12, Chapter 24, Section 8-11-1, Chapter 34, Section 25.05-2, Chapter 120, Sections 439.112 and 439.42, Chapter 24, Section 8-11-5, Chapter 34, Section 25.05-3, and Chapter 120, Section 481b.37, Chapter 120, Section 1-101 et seq., as amended, and Chapter 111-2/3, Section 704.03, Ordinance 77-171, Section 5d and RTA Ordinance 77-170, Section 5d, notice is hereby given that there is due the Department of Revenue of the State of Illinois from the above named person(s).

\$ 1,394.53 in tax  
\$ 104.59 in penalty,  
\$ 403.97 in interest through \_\_\_\_\_  
Total tax, penalty and interest due \$ 1,903.09

**\$12.00  
FILING**

THAT by virtue of the said Sections of the Illinois Revised Statutes, the amount of the above tax and penalty, plus interest on the unpaid tax until the tax is paid or reduced to judgement, is a lien in favor of the Department of Revenue of the State of Illinois upon all the real and personal property of the above named person(s) owned or hereafter acquired by such person(s).

JR/LCH/pr

*David Sweet* 21  
Director of Revenue

(RECORDER/REGISTER STAMP AND INFORMATION SPACE)

COOK COUNTY CLERK  
FILED FOR RECORD

1988 FEB 23 AM 9:21

88075903

# UNOFFICIAL COPY

DEPARTMENT OF REVENUE

## NOTICE OF LIEN

EXCISE TAX

OTHER

The Department of Revenue has determined that you are liable for the excise tax on the sale of the following property:

Property Description  
Amount Due  
Assessment No. (a)  
Date of Sale  
Date of Lien

00000-0000

The Department of Revenue has determined that you are liable for the excise tax on the sale of the following property:

\$1500  
FILING

Amount Due

The Department of Revenue has determined that you are liable for the excise tax on the sale of the following property:

Department of Revenue

(PLEASE PRINT NAME AND ADDRESS IN THIS SPACE)

18452003

1988 FEB 23 AM 8 51

# UNOFFICIAL COPY

All of the foregoing are declared to be part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is: **ARVIND R. KALELKAR and MITRA B. KALELKAR, his wife.**

The Mortgagors hereby agree to the following COVENANTS, CONDITIONS AND PROVISIONS:

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements, now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims of lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements or law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations to said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable ninety (90) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred

MS168412

# UNOFFICIAL COPY

[Faint, illegible text from a document, possibly a court order or legal notice, is visible in the background.]

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respect dates of expiration.

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required by Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments or principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessment, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for thirty days in the performance of any other agreement of the Mortgagors herein contained.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with

# UNOFFICIAL COPY

[Faint, illegible text covering the majority of the page, likely bleed-through from the reverse side.]

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole or said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. If the payment of said indebtedness or any part hereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by





# UNOFFICIAL COPY

FEB-17-88 04887 88068412 - A - Rec

17.00

the Mortgagee, notwithstanding such extension, variation or release.

16. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby.

17. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

Witness the hand and seal of Mortgagors the day and year first above written.

*Arvind R. Kalelkar* (SEAL)  
ARVIND R. KALELKAR

*Mitra B. Kalelkar* (SEAL)  
MITRA B. KALELKAR

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that ARVIND R. KALELKAR and MITRA B. KALELKAR, 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, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 5th day of February, 1988.

*Robert J. Leary*  
Notary Public

Commission expires: 4/1/89

This instrument was prepared by:

MARK P. BISCHOFF  
Barclay, Damisch & Sinson, Ltd.  
230 West Monroe Street  
Chicago, Illinois 60606

88068412

FEB 17 1988

88068412

5 17.00

# UNOFFICIAL COPY

0011

STATE OF ILLINOIS

IN SENATE

January 10, 1911

REPORT

OF THE

COMMISSIONERS

OF THE

LAND OFFICE

FOR THE YEAR

ENDING

DECEMBER 31, 1910

CHICAGO

1911

PRINTED BY

THE STATE PRINTING OFFICE

REPRODUCTION

STATES

0-2-11

Property of Cook County Clerk's Office