

UNOFFICIAL COPY

92673444

3950  
TB

as Exhibit B.

death certificate is attached hereto and incorporated herein

5. Ms. Redd died on November 4, 1984. A copy of her

mother was not married at the time of her death.

children, that her mother had no other heirs and that her

of Luvelle Redd, deceased, that her mother had no other

4. Ms. O'Connor informed me that she was the daughter

herein as Exhibit A.

the foreclosure complaint is attached hereto and incorporated

allowing her to remain in the home as a tenant. A copy of

for his paying off the mortgage which was in foreclosure and

Chicago, Illinois (the "Property") to Mr. Boston in exchange

in the property located at 10736 South Emerald Avenue,

Jugle & Bordelon, concerning her quit claiming her interest

appeared in my office with Mr. Garland Boston, a client of

3. On or about June 1, 1992 Ms. Rhonda O'Connor

303, Chicago, Illinois.

whose offices are located at 19 South LaSalle Street, Suite

7. I am a lawyer with the law firm of Jugle & Bordelon

called upon to testify could do so competently.

1. I have knowledge of the facts set forth below and if

depose and state the following:

I, ALLEN P. WALKER, first being duly sworn under oath do

AFFIDAVIT OF HEIRSHIP

DEPT-11 RECORD TOR

439.50  
141111 TRAM 6152 09/10/92 16:34:00  
#4152 \*92-673444  
COOK COUNTY RECORDER

92673444

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# UNOFFICIAL COPY

05/20/2011

[Faint, illegible text, likely a document or report]

Property of Cook County Clerk's Office

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1000 1000 1000  
1000 1000 1000  
1000 1000 1000  
1000 1000 1000

05/20/2011

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Juggie & Bordelon  
19 South Lasalle Street, Suite 303  
Chicago, Illinois 60603  
(312) 855-9480

Property of Cook County Clerk

92673444

Notary Public  
this been say of September, 1992.  
SUBSCRIBED AND SWORN to before me  
"ORIGINAL SEAL"

ALLEN P. WALKER, Affiant

AFFIANT FURTHER SAYETH NOT.

was not opened.

intestate and that subsequent to her death a probate estate

6. Ms. O'Connor also informed me that her mother died

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24909 7111 60642

P.O. box 428174

Garland Boston



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EXHIBIT A

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

44-107650

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RECORDS & CLERK'S OFFICE  
COUNTY OF COOK  
171 N. LAUREL ST.  
CHICAGO, ILL. 60602  
TELEPHONE 312-743-1000  
FAX 312-743-1001  
WWW.COOKCOUNTYIL.GOV

October 2, 1969

PERCY WILSON MORTGAGE AND FINANCE CORPORATION

(d) Name of the mortgagee, trustee or grantee in the mortgage:

LUELLE REDD, a widow

(c) Name of the mortgagors or grantors:

(b) Date of the mortgage: September 30, 1969

(a) Nature of the instrument: Mortgage.

3. Information concerning said mortgage:

2. Attached as "EXHIBIT A" is a true copy of the mortgage. Attached as "EXHIBIT B" is a true copy of the note secured thereby.

1. Plaintiff files this complaint to foreclose the mortgage, trust deed or other conveyance in the nature of a mortgage (hereinafter called "mortgage") hereinafter described, pursuant to Chapter 110, Sec. 15-1101 et. seq. of the Illinois Code of Civil Procedure, and joins the persons named in the caption as "Defendants", as parties hereto.

NOW COMES the plaintiff, by and through its attorneys, PIERCE & ASSOCIATES, complaining of the defendants herein, and states as follows:

COMPLAINT TO FORECLOSE MORTGAGE

FEDERAL NATIONAL MORTGAGE ASSOCIATION  
PLAINTIFF  
VS  
RHONDA G. O'CONNOR; LUELLE REDD,  
deceased; UNKNOWN HEIRS & LEGATEES OF  
LUELLE REDD; CAROL MOSELEY BRAUN,  
REGISTRAR OF TITLES; UNKNOWN TENANTS;  
UNKNOWN OWNERS & NON RECORD CLAIMANTS;  
DEFENDANTS

910109855

RECEIVED  
CHANCERY DIVISION  
OCT 11 1969

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT - CHANCERY DIVISION

STATE OF ILLINOIS  
COUNTY OF COOK

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UNKNOWN HEIRS & LEGATEES OF LUVELLA REED ; by virtue of the fact that upon information and belief, he/she/they is/are the heir(s) of LUVELLA REED , deceased and may have some interest in the subject real estate. The interest, if any,

RHONDA O'CONNOR, by virtue of the fact that he/she/they is/are the Taxpayer(s) of record according to the records of the Assessor of Cook County, Illinois, and may have some interest in the subject real estate. The interest, if any, of this defendant, in the subject premises, is unknown to the plaintiff. *THIS DEFENDANT HAS ALSO MADE PAYMENTS ON THE SUBJECT PREMISES!*

(n) Names of persons in addition to said owners, but excluding any non-record claimants as defined in the Illinois Mortgage Foreclosure Act as heretofore and hereafter amended, who are joined as defendants and whose interest in or lien on the mortgaged real estate is sought to be terminated:

(m) Name of present owners of said premises:

(l) Statement as to defaults and amount now due: After all payments received have been applied, mortgagors are now due for the the monthly installments of principal, taxes, interest and insurance for May, 1991 through the present; the balance due on the Note and the Mortgage is the total of the principal balance of \$448,300.00 plus interest, costs and fees, and advances if any, made by the plaintiff herein since the date of default. The per diem interest rate is 5.92%.

92673444

10736 SOUTH EMERALD AVENUE  
CHICAGO, ILLINOIS 60628

COMMONLY KNOWN AS:

LOT TEN (10) IN BLOCK FOUR (4) IN TENINGA BROTHERS & CO.'S SIXTH BELLEVUE ADDITION TO ROSELAND, BEING A SUBDIVISION OF LOTS 36 AND 37 (EXCEPT THE WEST 174 FEET THEREOF) IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWN 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

(k) Legal description of mortgaged premises:

(j) Plaintiff is the owner of the mortgage sought to be foreclosed herein by virtue of being the holder and owner of the note secured thereby.

(i) Amount of Original Indebtedness: \$15900.00

(h) Estate Conveyed: Fee Simple.

(g) Identification of Recording: Document No. 2474293

Office of the Registrar of Titles of Cook County, Illinois

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

HUD-WASH., D. C.

95555-P Rev. 7/64

IDENTIFIED  
 2474293  
 Registrar of Towns Titles  
 LA MONTAGNE

(Address) \_\_\_\_\_  
 (Signature) \_\_\_\_\_  
 (Address) \_\_\_\_\_  
 (Signature) \_\_\_\_\_  
 10736 S. Emerald, Chicago, Illinois  
 (Address) \_\_\_\_\_  
 (Signature) \_\_\_\_\_

(Signature) \_\_\_\_\_  
 Luvelle Redd, a WIDOW  
 (Signature) \_\_\_\_\_

IDENTIFIED  
 2481361  
 Registrar of Towns Titles  
 SENEY R. OLSEN

Presentment, protest, and notice are hereby waived.  
 any subsequent default.

to exercise this option shall not constitute a waiver of the right to exercise the same in the event of  
 date all the unpaid principal and accrued interest of said note immediately due and payable. Failure  
 (30) days after the due date thereof, the holder of this note may, at its option, and without notice, de-  
 Upon default in the payment of any such installment of principal and interest for a period of thirty

or at such other place as may from time to time be designated in writing.  
 FINANCE CORPORATION  
 in Chicago, Illinois  
 PERCY WILSON MORTGAGE AND

Both principal and interest shall be payable at the office of  
 not sooner paid, shall be due and payable on the first day of  
 month thereafter until this note is fully paid, except that the final payment of principal and interest, if  
 on the first day of December 1969, and a like sum on the first day of each and every  
 One Hundred Seventeen and 50/100 - - - - - Dollars (\$17,500 - - - - -)

interest to be payable in monthly installments as follows:  
 percentum ( - - - - - %) per annum on the unpaid balance until paid; the said principal and  
 the principal sum of Fifteen Thousand, Nine Hundred and No/100 - - - - - Dollars  
 (\$15,900.00 - - - - -), with interest from date at the rate of seven and one half

PERCY WILSON MORTGAGE AND FINANCE CORPORATION  
 FOR VALUE RECEIVED, The undersigned promise(s) to pay to the order of  
 \$ 15,900.00  
 Chicago, Illinois, September 30, 1969

1-13-715-2592

FHA CASE NO. 131-110053-203

## MORTGAGE NOTE

This form is used in connection with  
 mortgages insured under Section 203,  
 223 and "individual mortgages" under  
 Sections 213, 220, 221, 222, 409 and  
 410 of the National Housing Act.

FHA FORM NO. 9116  
 Reprinted July 1964

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To have said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may mean the value thereof, or of the security intended to be effected by virtue of this instrument, nor to suffer any man or mechanics, or other persons, to attach to said premises to pay to the mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situated, upon the mortgagee on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may be on said premises, during the continuance of said mortgages, insured for the benefit of the mortgagee in such forms of insurance, and in such amounts, as may be required by the mortgagee.

AND SAID MORTGAGEE COVENANTS AND AGREES:

to have said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may mean the value thereof, or of the security intended to be effected by virtue of this instrument, nor to suffer any man or mechanics, or other persons, to attach to said premises to pay to the mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situated, upon the mortgagee on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may be on said premises, during the continuance of said mortgages, insured for the benefit of the mortgagee in such forms of insurance, and in such amounts, as may be required by the mortgagee.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits the said mortgagee does hereby expressly release and waive.

TOGETHER with all and singular the covenants, conditions, stipulations, and appurtenances thereto belonging, and the terms, issues, and profits thereof, and all apparatus and fixtures of every kind for the purpose of supplying or maintaining heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said mortgagee in and to said premises.

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Lot Ten (10) in Block Four (4) in Tenants' Brothers & Co's. Sixth Bellevue Addition to Roseland, being a Subdivision of Lots 25 and 27 (except the West 174 feet thereof) in School Trustees' Subdivision of Section 16, Town 37 North, Range 14, East of the Third Principal Meridian.

Illinois, to wit: Cook County, Illinois, and being in the county of Cook and the State of Illinois.

NOW, THEREFORE, the said Mortgagee, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described Real Estate situated, lying, and being in the county of Cook and the State of Illinois:

payable on the first day of November 1954

the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of November 1959, and a like sum on the first day of each and every month thereafter until

One Hundred Seventeen and 50/100 Dollars (\$172.50) on the first day of December 1959

the rate of seven and one half per centum (7 1/2%) per annum on the unpaid balance and No/100 Dollars (\$15,900.00) payable with interest at

THIRTEEN THOUSAND, in the principal sum of

IN WITNESS WHEREOF, the Mortgagee has hereunto set his hand and seal this 30th day of September, 1953, at Chicago, Illinois.

THIS INDENTURE, made this 30th day of September, 1953, between Lavelle Redd, a Widow

Percy Wilson Mortgage and Finance Corporation a corporation organized and existing under the laws of Delaware and authorized to do business in the State of Illinois

Mortgagee, and

Mortgage

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151-11053-203

MORTGAGE

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- 2 -

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

AND the said Mortgagor further covenants and agrees as follows:

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further, that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Mortgagee an adjusted premium charge of One per Centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the Mortgagee upon its obligation to the Secretary of Housing and Urban Development on account of mortgage insurance.

That, together with and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

- (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium, if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:
  - (i) If and so long as said note or even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
  - (ii) If and so long as said note or even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;
- (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
  - (i) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
  - (ii) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
  - (iii) interest on the note secured hereby, and
  - (iv) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed two cents (2c) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.

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EXHIBIT B

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2025-01-10 10:00:00

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STATE OF ILLINOIS  
County of Cook

I, DAVID D. ORR, County Clerk of the County of Cook, in the State aforesaid, and Keeper of the Records and Files of said County, do hereby certify that the attached is a true and correct copy of the original Record on file, all of which appears from the records and files in my office.  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the County of Cook, at my office in the City of Chicago, in said County.

David D. Orr  
County Clerk

REGISTRATION		STATE OF ILLINOIS		DEATH FILE NUMBER	
INSURANCE NO.	16.10	MEDICAL CERTIFICATE OF DEATH		621733	
REGISTERED NUMBER					
1. DECEASED NAME		2. SEX		3. DATE OF DEATH	
LUVELL REED		2. FEMALE		3. NOVEMBER 4, 1984	
4. RACE		5. COLOR		6. DATE OF BIRTH	
BLACK		BLACK		6. Dec. 9, 1930	
7. CITY, TOWN, VILLAGE OR POST OFFICE		8. COUNTY		9. STATE	
Chicago		Cook		ILL.	
10. STATE OF BIRTH		11. CITIZENSHIP		12. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (SPECIFY)	
Mississippi		U. S. A.		12. Widowed	
13. SOCIAL SECURITY NUMBER		14. USUAL OCCUPATION		15. KIND OF BUSINESS OR INDUSTRY	
323-24-3218		Homemaker		At Home	
16. RESIDENCE		17. HOSPITAL OR OTHER INSTITUTION		18. IF HOSP. OR INST. EMPLOYED OR INSTITUTIONAL	
10736 S. IMERALD		COOK COUNTY HOSPITAL			
19. FATHER NAME		20. MOTHER NAME		21. NAME OF SURVIVING SPOUSE	
Wesley		Rudd		Elin	
22. INFORMANT NAME		23. RELATIONSHIP		24. MAILING ADDRESS	
LUVELL D. REED		176 RECORDS		1725 W. HARRISON ST. CHICAGO, ILL. (112)	
25. CAUSE OF DEATH		26. OTHER SIGNIFICANT CONDITIONS		27. DATE OF OPERATION	
1a) Carcinoma of lung with widespread metastasis		1b) Unknown		27a) NO	
28. SIGNATURE		29. NAME AND ADDRESS OF CERTIFIER		30. ILLINOIS LICENSE NUMBER	
[Signature]		COOK COUNTY HOSPITAL, 1625 W. HARRISON ST. CHICAGO, ILL. 60612		30. 36-59746	
31. FUNERAL HOME		32. FUNERAL DIRECTOR'S SIGNATURE		33. DATE REC'D BY LOCAL REGISTRAR	
Slaughter & Son Funeral Home, 2024 E. 75th, Chicago, Illinois		Benita F. Slaughter		NOV 8 1984	

1-613  
1-911  
706  
1629

CAUSE  
CERTIFIER  
DISPOSITION

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