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UNOFFICIAL COPY 758259

3251/0042 44 005 1997-10-14 11:03:06
Cook County Recorder 33.50

PREPARED BY/RETURN TO:
F. AYERS/REGIONAL ABSTRACT
7 WEST MAIN ST., STE. 800
APOPKA, FL. 32703

PREPARED BY/RETURN TO:
F. AYERS/REGIONAL ABSTRACT
7 WEST MAIN ST., STE. 800
APOPKA, FL. 32703

COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

MORTGAGE



THIS MORTGAGE is made this 30TH day of MAY, 1997, between the Mortgagor,
MARK V. COOK AND TERRI L. COOK, HUSBAND AND WIFE

(herein "Borrower"), and the Mortgagee,

UNICOR FUNDING, INC.

, a corporation organized and
, whose address is

existing under the laws of ILLINOIS
211 EAST LAKE STREET #4, ADDISON, IL 60101

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 39,900.00, which
indebtedness is evidenced by Borrower's note dated MAY 30, 1997, and extensions and renewals
thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not
sooner paid, due and payable on JUNE 04, 2017;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all
other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the
performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey
to Lender the following described property located in the County of COOK
State of Illinois:

THE SOUTH 112 FEET OF THE NORTH 252 FEET OF THE EAST 380 FEET OF BLOCK 6,
IN ARTHUR T. MCINTOSH AND COMPANY'S SOUTH TOWN FARMS UNIT NO. 3, BEING A
SUBDIVISION IN FRACTIONAL SECTION 28, NORTH AND SOUTH OF THE INDIAN
BOUNDARY LINE IN TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE 3RD PRINCIPAL
MERIDIAN IN COOK COUNTY, ILLINOIS.

Parcel ID #: 28-28-401-012

which has the address of 17008 SOUTH LE CLAIRE AVENUE
[Street]

TINLEY PARK
[City]

Illinois 60477

[ZIP Code] (herein "Property Address");

ILLINOIS - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

UNIFORM - 76(ILL) (1960B)

Form 3814

Initials

Page 1 of 5

VMP MORTGAGE FORMS - (800)521-7291



43.50
40.00 P
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TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to

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this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

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**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Mark V. Cook
MARK V. COOK

(Seal)

-Borrower

Terry L. Cook
TERRY L. COOK

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Sign Original Only)

STATE OF ILLINOIS,

County ss: *COOK*

Booker T. Bradford
a Notary Public in and for said county and state do hereby certify that

*MARK V. COOK**TERRY L. COOK*

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

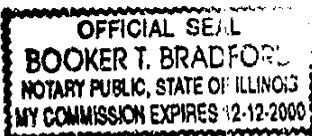
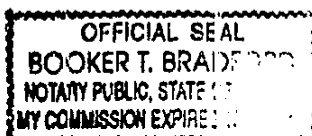
Given under my hand and official seal, this

30 day of *MAY*, 19*99*

My Commission Expires:

12-12-2000

Notary Public



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LA 92691, CA 92691

BEFORE ME, the undersigned authority, personally appeared: MARK V. COOK AND TERRI L. COOK

who being by me first duly sworn, on oath, deposes and says:

1. That MARK V. COOK AND TERRI L. COOK

the owner(s) of the following described property, to-wit:

THE SOUTH 112 FEET OF THE NORTH 252 FEET OF THE EAST 380 FEET OF BLOCK 6, IN ARTHUR T. MCINTOSH AND COMPANY'S SOUTH TOWN FARMS UNIT NO. 3, BEING A SUBDIVISION IN FRACTIONAL SECTION 28, NORTH AND SOUTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE 3RD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

- *IL-OWNR1* 02/01/97 MT

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10. That no judgment or decree has been entered in any court of this State or any State in the United States, against said affiant(s) and which remains unsatisfied.
11. Affiant(s) further state that they are each familiar with the nature of an oath, and with the penalties as provided by the Laws of the State aforesaid for falsely swearing to statements made in an instrument of this nature. Affiant(s) further certify that they have read or have heard read to them, the full facts of this affidavit and understand its context.

X *Mark V. Cook*

MARK V. COOK

(Seal)

X *TERRI L. COOK*

TERRI L. COOK

(Seal)

(Seal)

(Seal)

SWORN TO and SUBSCRIBED BEFORE ME this

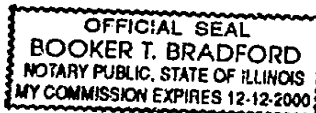
30 day of *may*, 19*97*

Booker T. Bradford

NOTARY PUBLIC, state of Illinois at large

My Commission expires: *12-12-2000*

(Seal)



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COMMITMENT NO. _____

The undersigned hereby certifies with respect to the land described in the above commitment:

1. That to the best knowledge and belief of the undersigned:
 - a) no contracts have been entered into in the past six months for the furnishing of any labor services or material to the land or the improvements thereon, that have been given or are outstanding and that have not been fully performed and paid for.
 - b) there are no goods or chattels that have attached or are to become attached to the land or any improvements thereon as fixtures that are subject to any lease or security agreement,
 - c) there are no unrecorded contracts to purchase, leases or options to purchase,
 - d) there are no unrecorded easement or other servitudes to which the land or improvements are subject
 - e) there are no building Managers entitled to a lien.

Except as follows: (write in NONE, if not applicable) NONE

2. That all Broker fees for the sale, lease, and mortgage if any, are paid in full except the following: NONE

3. That there are not present violations of any covenants, conditions or restrictions, except as follows: NONE

4. That in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage, the obligation it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, and to insure the purchasers or pledgees thereof against any defenses there to by the mortgage or mortgagor's heirs, personal representative or assigns.

The undersigned makes the above statement for the purpose of inducing REGIONAL ABSTRACT, INC. to issue its policy or policies pursuant to the above commitment.

Dated MAY 30, 1997

<p>Sellers/Owners/Lessor</p> <p>_____ (seal)</p> <p>_____ (seal)</p> <p>_____ (seal)</p> <p>_____ (seal)</p>	<p>Purchaser/Mortgagor/Lesse</p> <p><u>Mark V. Cook</u> (seal)</p> <p>MARK V. COOK</p> <p><u>TERRI L. COOK</u> (seal)</p> <p>TERRI L. COOK</p> <p>_____ (seal)</p> <p>_____ (seal)</p>
--	--

Lenders Disbursement Statement

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment were fully disbursed to or on the order of the mortgagor on _____; and to the best knowledge and belief to the undersigned, the proceeds are not to be used to finance the making of the future improvements or repairs on the land. You are hereby authorized to date down the above commitment to cover the date of said disbursement.

Dated _____ Signature _____

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AFFIDAVIT IN LIEU OF SURVEY FOR EXTENDED
COVERAGE OWNERS AND LOAN POLICIES

DATE MAY 30, 1997

CASE NO. _____

The undersigned being first duly sworn, deposes and says: That we, being the owner(s) of record and seller(s) described in the above-numbered case, did not receive any survey at the time we purchased the property nor have we subsequently obtained a survey, or if we did receive a survey we are unable to locate it. Also, we have been advised by our lender that they do not have a survey in their files.

To the best of our knowledge, we certify that the improvements (house, garage, outbuildings, etc.) on subject property are within the boundary lines and setback lines, if any, of said property, and that there are no encroachments (fences, walkways, driveways, eaves, drains, ect.) by improvements on adjoining property owner nor by us against them as to the location of boundary lines or disputes as to occupancy of any portion of our property or their property except:

- 1.
- 2.
- 3.
- 4.

This affidavit is given to REGIONAL ABSTRACT, INC. as an inducement to issue extended coverage on the Owners and Loan Policies over questions, of survey, encroachments and easements not shown of record.

Mark V. Cook

Owner MARK V. COOK

Terri L. Cook

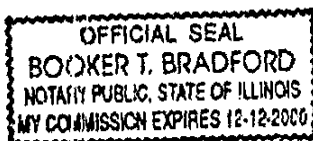
Owner TERRI L. COOK

Owner _____

Owner _____

Subscribed and Sworn to before me

This 30 day of MAY, 1997



Booker T. Bradford
Notary Public BOOKER T. BRADFORD

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ESCROW DISBURSEMENT AGREEMENT

CASE NO. _____

DATE: MAY 30, 1997

TO: REGIONAL ABSTRACT, INC.

1. The undersigned seller(s) and buyer(s)/borrower(s) hereby direct you to make disbursements for the subject transaction, pursuant to the attached HUD-1 closing statement.
2. It is to be expressly understood that REGIONAL ABSTRACT, INC. in no way represents the buyer(s)/borrower(s) or seller(s); they act solely as agents for the lender in the disbursement of the mortgage proceeds.
3. The undersigned buyer(s)/borrower(s) direct(s) you to make such disbursements only when you are in a position to issue an ALTA Owners and/or Mortgage Policy insuring the fee simple title of the buyer(s)/borrower(s), subject only to:

- A. General real estate taxes for the year(s) _____ and subsequent years.
- B. The Schedule B, Section 2 exceptions.
- C. The mortgage made by the buyer(s)/borrower(s) as part of this transaction.

4. Buyers(s)/Borrower(s) agree(s) to pay the escrow fee for this service in the amount of \$ N/A.

5. Seller(s) [Refinance Borrower(s)] agree(s) to reimburse REGIONAL ABSTRACT, INC. for any additional fees required by the existing lender to obtain the release of the current mortgage(s), if any. It is understood that the fees will only be collected if the fee incurred is a result of a conditional payoff letter or a delay in the disbursement caused by unmet requirements, and not for negligence on the part of

6. REGIONAL ABSTRACT, INC. shall be under no duty to invest or reinvest any deposits at any time held by it. Further REGIONAL ABSTRACT, INC., may commingle such deposits with other deposits and may use any part of all such funds for its own benefit without obligation to any party for interest or earnings derived thereby, if any.

Mark V. Cook
Buyer/Borrower MARK V. COOK

Seller

Terri L. Cook
Buyer/Borrower TERRI L. COOK

Seller

Buyer/Borrower

Seller

Buyer/Borrower

Seller

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This AFFIDAVIT - for the confidential use of the _____
 affect the title under consideration, or whether they relate to other persons w
 similar to those of the owner or former owners. Please draw a line through alternate statements
 upon oath states that _____ is the owner, former owner, contract purchaser (circle on that
 which do not apply.

STATE OF ILLINOIS
 COUNTY OF COOK

MARK V. COOK

_____ being duly sworn,
 applies) of the premises described in the application herein above referred to for issuance of
 That affiant is 34 years of age and
 Title Insurance Policy or Policies.

1. (a) (☒) has never been married SSN 320 64 0610
 (a) Has never been a party to a divorce proceeding or
 (b) (☐) the widow of _____
 (c) (☐) married to TERRI said marriage having taken place TINLEY
 (year) _____
2. Affiant herein further states that he (she)
 (a) Has never been a party to a divorce proceeding or
 (b) Was divorced from _____ in _____ (year) in NO (case #)
 _____ (county) _____ (state)
 (c) Was divorced from _____ in _____ (year) in _____ (case #)
 _____ (county) _____ (state)
3. Has never been known by any other name or NO
 Changed _____ name _____ in _____ (year) _____ (case #)
 _____ (county) _____ (state)
4. Has never been adjudged a Bankrupt, or
 was adjudged a Bankrupt in Case no _____ in NO (year)
 AND AFFIANT FURTHER STATES:
5. That there are no unsatisfied or unreleased judgments, decrees or liens or record against
 affiant or NO
 Affiant is a party to the following cases:

Case # & Court	Plaintiff	Defendant	Date of Judgment	Amount
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

6. That during the last eight years, affiant has resided at the following addresses, and none
 other:
 Street No. 17008 DECLAIR City TINLEY PK State IL From 4-88 To -5-97

7. That during the last eight years, affiant has had the following occupations and business
 addresses, and none other:

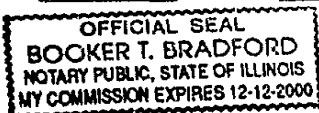
Occupation	Employer	Place of business	From	To
<u>ACM ELECTRONICS</u>	<u>ACME STEEL</u>	<u>WENDELL</u>	<u>12-96</u>	<u>5-97</u>
<u>ELECTRICIAN</u>	<u>PEAK PAK</u>	<u>PALOS PARK</u>	<u>8-85</u>	<u>2-97</u>

8. Further that affiant makes this affidavit for the purpose of inducing REGIONAL ABSTRACT,
 INC. to issue its Title Insurance Policy or its Binder of Insurance
 Preliminary to the issuance of the above policy free and clear of all judgments, decrees,
 Bankruptcy, divorce and change of name proceeding against persons whose names are the
 same as affiants or similar thereto.

Mark V. Cook.
 Affiant MARK V. COOK

Subscribed and sworn to before me by the said

this 30 day of MAY, 1997



Booker T. Bradford
 Notary Public BOOKER J. BRADFORD

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AFFIDAVIT OF IDENTITY 91758259

Page 1 of 1

This AFFIDAVIT - for the confidential use of the _____
affect the title under consideration, or whether they relate to other persons w
similar to those of the owner or former owners. Please draw a line through alternate statements
upon oath states that _____ is the owner, former owner, contract purchaser (circle on that
which do not apply.

STATE OF ILLINOIS
COUNTY OF COOK

TERRI L. COOK

being duly sworn,

applies) of the premises described in the application herein above referred to for issuance of
That affiant is 34 years of age and
Title Insurance Policy or Policies.

1. (a) ☐ has never been married
(a) Has never been a party to a divorce proceeding or
(b) ☐ the widow of _____
(c) ☒ married to MARK said marriage having taken place TINLEY
(year) _____
SSN 337 66 7542
2. Affiant herein further states that he (she)
(a) Has never been a party to a divorce proceeding or
(b) Was divorced from _____ in _____ (year) in _____ (case #)
_____ (county) _____ (state)
(c) Was divorced from _____ in _____ (year) in _____ (case #)
_____ (county) _____ (state)
3. Has never been known by any other name or
Changed _____ name _____ in _____ (year) NO (case #)
_____ (county) _____ (state)
4. Has never been adjudged a Bankrupt or
was adjudged a Bankrupt in Case no _____ in NO (year)

AND AFFIANT FURTHER STATES:

5. That there are no unsatisfied or unreleased judgments, decrees or liens or record against
affiant or
Affiant is a party to the following cases:

Case # & Court	Plaintiff	Defendant	Date of Judgment	Amount
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

6. That during the last eight years, affiant has resided at the following addresses, and none
other:

Street No.	City	State	From	To
<u>17008 KECLEAVE</u>	<u>TINLEY PARK</u>	<u>IL</u>	<u>4-88</u>	<u>5-97</u>

7. That during the last eight years, affiant has had the following occupations and business
addresses, and none other:

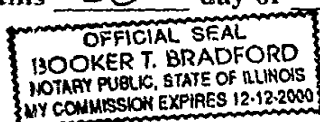
Occupation	Employer	Place of business	From	To
<u>R.A.I.</u>	<u>SOUTH SUBURBAN</u>	<u>HAZEL CREST</u>	<u>1-90</u>	<u>5-97</u>

8. Further that affiant makes this affidavit for the purpose of inducing REGIONAL ABSTRACT,
INC. to issue its Title Insurance Policy or its Binder of Insurance
Preliminary to the issuance of the above policy free and clear of all judgments, decrees,
Bankruptcy, divorce and change of name proceeding against persons whose names are the
same as affiants or similar thereto.

TERRI L. COOK
Affiant TERRI L. COOK

Subscribed and sworn to before me by the said

this 30 day of MAY, 1997



Booker T. Bradford
Notary Public BOOKER T. BRADFORD

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