

FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois }
County of Cook } ss.

JENNIE MAE KING being duly sworn, upon oath states that SHE

is 67 years of age and

1. has never been married

2. the widow(er) of _____

3. married to ALBERT KING

said marriage having taken place on
1931

4. divorced from _____

date of decree _____

case _____

county & state _____

Affiant further states that HER social security number is 426-52-6538 and that there are no United States Tax Liens against HER

Affiant further states that during the last 10 years, affiant has resided at the following address and none other:

FROM (DATE)	TO (DATE)	STREET NO.	CITY	STATE
1971 -	PRESENT	1711 EMERSON	EVANSTON	ILL

Affiant further states that during the last 10 years, affiant has had the following occupations and business addresses and none other:

FROM (DATE)	TO (DATE)	OCCUPATION	EMPLOYER	ADDRESS (STREET NO.) CITY STATE
1975	PRESENT	HOUSE WIFE		

Affiant further states that affiant makes this affidavit for the purpose of inducing the Registrar of Titles, Cook County, Illinois to issue his Torrens Certificate of Title free and clear of possible United States Tax Liens.

Subscribed and sworn to me this 5th day of September, 1981

[Signature]

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Property of Cook County Clerk's Office

RIDER TO NOTE AND MORTGAGE DATED September 4, 1985

Relative to the property commonly known as:

1910 Dewey Avenue
and
1711 Emmerson
Evanston, Illinois

In addition to all other payments provided for herein, Mortgagors agree to deposit with the Mortgagee with each monthly payment, an amount equal to 1/12th of the yearly taxes and 1/12th of the annual insurance premium cost as a reserve account, which reserve account shall be used by the Mortgagee to pay the taxes and insurance when due. At the time of the execution of this Agreement, the monthly tax and insurance reserve payments are hereby fixed at \$100.00 per month, but shall be readjusted periodically from time-to-time as required. In the event that there are insufficient funds on deposit in such account to pay any installment of taxes or insurance premiums, the Mortgagors will promptly pay into such account sufficient funds to make up the deficiency.

As additional security for all payments due thereunder, the Mortgagors agree to assign all of the rents, issues and profits which may hereafter become due under or by virtue of any leasing, by the Mortgagors, whether written or oral, for the use and occupancy of any part of the premises hereinabove described. This provision shall apply to all rentable units contained in the entire property. Under the power herein granted, it is the intention of the Mortgagors to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the Mortgagee herein. The rights granted hereunder are to be available only if and when the Mortgagors hereunder default in any of the terms and conditions contained in this entire Agreement, and in this connection, the Mortgagors agree to furnish to the Mortgagee an Assignment of Rents in a form satisfactory to the Mortgagee.

Should any insurance required hereunder not be provided, as aforesaid, and at the time hereinabove specified, or should said insurance be cancelled by the insurance company for any reason whatsoever, Mortgagee may, at its option either (a) place such insurance, if obtainable, and charge the cost of same to the Mortgagors; or (b) require the Mortgagors, on demand, either not to enter upon such use or occupancy or to cease such use and occupancy forthwith, as the case may be, and in default of compliance therewith by said Mortgagors, the Mortgagee hereunder may, forthwith, invoke the provisions of the Agreement relating to forfeiture hereof.

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If any payments called for under this note are received more than 10 days from the due date thereof, there shall be a late payment penalty of \$75.00.

Mortgagors shall not sell, transfer, assign, lease in its entirety or in any other fashion cause a transfer of ownership in the above referred to property. Any such transfer will vest no interest in the Grantee and will cause the entire principal and interest balance to be due and payable immediately to the Mortgagee.

THAT ON THE DUE DATE HEREOF THE NOTE WILL BE PAYABLE IN FULL AND NO EXTENSIONS WILL BE GRANTED.

Dated: September 4, 1985

Albert King

ALBERT KING

X Jennie May King

JENNIE MAY KING

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THIS INDENTURE WITNESSETH, that Albert King and Jennie May King, his wife

herein referred to as "Mortgagors," being indebted to SAMUEL A. GILFORD & CO Mortgagee, of the Village of Morton Grove, State of Illinois, in the sum of Forty-five thousand and 00/100's

(\$45,000.00) Dollars evidenced by the promissory note of Mortgagors of even date herewith payable to the order of Mortgagee in installments as follows:

(\$ 473.96) Dollars on the 1st day of October 19 85. Four Hundred Seventy Three and 96/100 (\$ 473.96) Dollars on the same day of each and every month thereafter, for 34 months, and a final installment of Forty Four Thousand Four Hundred Forty One and 85/100 (\$ 44,441.25) Dollars on the 1st day of September 19 88

with interest after maturity as therein provided, MORTGAGE AND WARRANT to Mortgagee, its successors and assigns, the following real estate situated in the County of Cook State of Illinois (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 and free from all right to retain possession of said real estate after default in payment for breach of any of the covenants and agreements herein contained), to-wit:

THE NORTH 38 FEET OF LOT 23 IN BLOCK 5 IN MC NEILL'S ADDITION TO EVANSTON, A SUBDIVISION OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1910 Dancy Avenue, Evanston, Ill

10-13-208-026

THIS INSTRUMENT WAS PREPARED BY LEON C. WEXLER 77 West Washington Street Chicago, Illinois 60662

MAIL TO

which with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, easements, encumbrances, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged herewith and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, radiator beds, awnings, stoves and water heaters. All of the foregoing are declared to be a 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 the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements on 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 for lien not expressly subordinated to the lien hereof; (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 Mortgagee or to holder of the note; (4) complete within a reasonable time any building or building now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in 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 Mortgagee or to holders of the note 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.

This mortgage consists of two pages. The covenants, conditions and provisions appearing on the reverse side of this mortgage are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

Witness the hand... and seal... of Mortgagors this 4 day of September 19 85

Albert King [SEAL] Jennie May King [SEAL]

STATE OF ILLINOIS, I, the undersigned a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Albert King and Jennie May King, his wife

who are personally known to me to be the same persons whose names are subscribed to the foregoing mortgage, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said mortgage 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 Notarial Seal this 4 day of Sept. A. D. 19 85

[Signature]

NOT RECORDED 87 986 01 AFFIDAVIT OF NO U.S. TAX LIEN ATTACHED

3467405

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ADDITIONAL COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN BY REFERENCE.

1. Mortgagee shall keep all buildings and improvements now and 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 repairing or replacing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, 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 holder of the note and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Mortgagee or the holder of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagee in any form and manner deemed expedient, and may, but need not, make full or partial payments of 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 thereon, or redeem from any tax sale or forfeiture, affecting said premises or contest any tax or assessment. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee or the holders of the note 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. Inaction of Mortgagee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

5. The Mortgagee or the holder of the note hereby secured making any payment hereby authorized relating to taxes and assessments, 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.

6. 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 holder of the note, and without notice to the Mortgagors, all unpaid indebtedness secured by the 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 three days in the performance of any other agreement of the Mortgagors herein contained.

7. 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 or holder of the note 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, guarantee policies, Torrens certificates and a minor debt and assurances with respect to title as Mortgagee or holder of the note 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, when paid or incurred by Mortgagee or holder of the note in connection with (a) any proceedings, including probate and bankruptcy proceedings, to which either of them 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 exercise of such right to foreclose whether or not actually commenced or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.

8. 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.

9. Upon, or at any time after, the filing of a bill to foreclose this mortgage the court in which such bill 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 value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder 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 suit 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 of 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.

10. No action for the enforcement of the lien or 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.

11. Mortgagee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. If Mortgagor shall sell, assign or transfer any right, title or interest in said premises, or any portion thereof, without the written consent of the holder of the note secured hereby, holder shall have the right, at holder's option, to declare all unpaid indebtedness secured by this mortgage to be immediately due and payable, anything in said note or this mortgage to the contrary notwithstanding.

13. This mortgage shall also be a lien on the real estate conveyed herein for and shall secure payment of such further sum or sums of money, if any, as holder may hereafter advance to or on behalf of Mortgagor.

CHICAGO TITLE INSURANCE COMPANY
 6/7/98
 NAME _____
 STREET _____
 CITY _____
 3467405
 3467405
 REGISTERED OFFICE
 FOR RECORDERS (INDEX PURPOSES)
 INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
 1910 Dewey Avenue
 Evanston, Ill