UNOFFICIAL COPY , ,

FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois } ss.

	Higgins		being duly sworn, upon o		
10	years of age and	1. 🗀	has never been married		
	•	2. 🗀 (the widow(er) of		
	\wedge	3. ஓ	married to Lottie M. Higgins		
	P		sald marriage having taken place on		
	On the second	4. 🗆 •	divorced from		
		0,5	date of decree		
		Co	county & state		
Affiant further state	e that his	social security (lumber i		and that the	
	s Tax Liens against				
			4/2		
Affiant further state	s that during the i	ast 10 years, afflant has resi	ided at the fallowing addi	ess and none other:	
Affiant further state	to (DATE)	ast 10 years, affiant has resi	ded on the following adds	ass and none other:	
	1	·			
PROM (DATE)	TO (DATE)	SYREET NO.	c.v.	STATE	
PROM (DATE)	TO (DATE) present	SYREET NO.	Bellwood	Illinois	
PROM (DATE) 1974 Affiant further stole	TO (DATE) present	1033 S. 22nd Ave.	Bellwood	Illinois and of fines addresses on	
1974 Afficient further statemone other:	present that during the le	1033 S. 22nd Ave.	Bellwood the following occupation	Illinois and of inses addresses on	
PROM (DATE) 1974 Affiant further statemone other: PROM (DATE) 1958	present that during the ic ro (DATE) present	OCCUPATION Motor vehicle operator this officiality for the purpose and clear of possible Unite	Bellwood Bellwood The following occupation RMPLOYER Hines V.A. hospital of inducing the Registro d States Tax Liens.	ADDRESS (STREET NO.) City STATE Chicago, Il.	
PROM (DATE) 1974 Afficiant further state none other: PROM (DATE) 1958	present that during the le TO (DATE) present that affiant makes	OCCUPATION Motor vehicle operator this officiality for the purpose and clear of possible Unite	Bellwood the following occupation EMPLOYER Hines V.A. hospital	ADDRESS (STREET NO.) City STATE Chicago, Il.	

NOTE IDENTIFIED

THURST OF NO U.S. TAX LIEB ATTREBED

THIS INDENTURE, made	. Feb	ruary 3,		1986
between Lott	ic M. Hig	gins		- 6 k ggg - 2 grappan - držindriji
Will	ic R. Hig	gins marr	ied in jo	int tenan
1033	S. 22nd	Aven., Bel	lwood, Il	linois
(NO AND STE	REET)	(CITY) (9	TATE)
nerein referred to as "Mortg	agors," and			
Соліт	ercial Na	tional Ban	k	
4800	N. Weste	rn Avenue,	Chicago,	Illinois
(NO. AND STE	REET)	(CITY)	(5	TATE)

3499661

The Above Space For Recorder's Use Only

herein referred to as "Trustee," witnesseth. That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, temped "Installment Note," of even date herewith, executed by Mortgagors, made payable to "RIGE indule in the legal in and in which note Mortgagors promise to pay the principal sum of Dollars, and interest from February 14th, 1986n the balance of principal remaining from time to time unpaid at the rate of 18,00 per cent per annum, such pre upa sum and interest to be payable in installments as follows:

One hundred and Three and 85/100 per annum, such protein sum and interest to be payable in installments as follows: One hundred and Three and 85/100 Dollars on the 14th Payot March 19 86 and One hundred and Three and 85/100 the ... 14th...... day of eac', and every month thereafter until said note is fully paid, except that the final payment of principal and interest, if not sooner paid.

shall be due on the 14th 2.00 February 19.91 all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interes on he unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to 60 interest after the date for payment thereof, at the rate of 18.00 per cent per annum, and all such payments being made pavable at Commercial of tional Bank, 4800 N. Wostern Ave., Chicago, blar such other place as the legal holder of the note may, from time to time, it writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereof, together with accrued interest thereof, shall become at once due and payable, at the place of payment arterisate, in case default shall occur in the payment, which is a due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any interest contained in this frust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and the all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of

NOW THE REFORE, to secure the payment of the "money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in haid paid, the receipt whereof is hereby acknowledged, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his successors and as girls, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Villago of Bellwoof. COUNTY OF Cook AND STATE OF ILLINOIS, to with

The South Thirty-Seven (37) feet or the North Fifty-four (54) feet of LOT SEVEN --In the Fifth Addition to Broadview Ercate in the West Half (1/2) of Section 15, Town 39 North, Range 12, East of the Third Principal Meridian.

The South Thirty-Seven (37) of the North Fifty-Four (54) feet of LOT SEVEN -In the Sixth Addition to Broadview Estate in the West Half (1/2) of Section 15, Town 39 North, Range 12, East of the Third Frincipal Meridian.

Common Address: 1033 S 2nd Ave., Bellwood, IL 15-15-114-011 & 027 TAX I.D.#

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

TOGETHER with all improvements, tenements, 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 rents, issues and profits are pledged from arrival and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to sure ply heat, gas, water, light, power, retrigeration and air conditioning (whether single units or centrally controlled), and centilation, including (without resourcing the foregoing), screens, window shades, storm doors and windows, floor coverings, mador beds, stowes and water heaters. All of the foregoing placed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions are it is similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

[10] HAVE AND TO HOLD the premises unto the said frustice its or his suggestors and issuing formation to the amortic and an account of the mortgaged premises.

FO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the purp uses, and upon the uses and trusts become set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State (4thm as, which said rights and benefits Mortgagors do here by expressly release and waive.

The command a record country. Willie R. Higgins and Lottie M. Higgins his wife in joint tenancy

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this 7, cut Deed) are incorporated herein by reference and hereby are made a part hereof the same as though they were here set out in full and shall be hinding on Mortgagors, their heirs.

Witness the hands and seals of Mortgagors the day and year first above written.

This instrument was prepared by

Lottie N. Higgins . Wille R. Higgins PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) State of Illinois, County of Cork 1, the undersigned, a Notary Public in and for said County with State aforesaid, DO HEREBY CERTIFY that Willie R. Higgins and Lottie M. Higgins | 11/3 wife subscribed to the foregoing instrument, personally known to me to be the same person. So whose name subscribed to the loregoing instrument, appeared before me this day in person, and acknowledged that the same person as **IMPRESS** HERE 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 inv hand and official seal, this 3 Kirling (1) Gass Denise Monegato, 4800 N Western Ave., Chicago, Illinois 60625 Holary Public

RIDER ATTACHED HERETO AND EXPRESSLY MADE A PART HEREOF

The Installment Note is payable to U.S. Satellite Systems, but the Note has been assigned to and is now payable to the assignee, which is Commercial National Bank of Chicago.

THE FOLLOWING ARE THE COFF OF THE PROPERTY OF AND PROVISIONS PROPERTY ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WARD FOR 1 PART OF THE TRUST DEED WHILE THERE BEGINS:

1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly suboidinated to the fien hereof; (4) pay when due any indebtedness which may be secured by a nen or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any buildings now or at any time in process of creation upon said premises, (6) comply with all requirements of faw or municipal ordinances with respect to the premises and the use thereof. (7) may no material alterations in said premises except as required by law or municipal ordinance or as previously conschied (4) in wrifing by the Lustee or holders of the note.

2. Mortgagors shall pay before any ocuaity 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 Trustee or to holders of the note the original or duplicate receipts therefor. To prevent default hereunder blortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. 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 holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, 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 holders 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, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make fill or partial payments of principal or interest on prior encum-rances, 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 lax or assessment. All mone is paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien he of, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much addit and indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of inne per cent, in annum, haction of Trustee or holders of the note shall never be considered as a reasonable of pay rate to be ready to their non-account at any default hereingder on the part of Mortgagons. waiver of any right racting to them on account of any default hereunder on the part of Mortgagors

The Trustee or the holders of the note hereby secured making any payment hereby at thorized relating to taxes or assessments, may do so according to any half, estement 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 r y each item of indebtedness herein mentioned, both t uneight and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpart indebtedness secured by this Trust Deed shall, notwithstanding anything in the pencipal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case dead shall occur and continue for three days in the performance of any other agreement of the Mortgagors

7. When the indebtedness hereb, secured shall become due whether by the terms of the note described on page one or by acceleration of otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Blinois for the enforcement of a mortag ge lebt. 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 Trustee or holders of the note for attorneys' fees, appraiser's fees, outly for documentary and expert evidence, stenographers' charges, publication costs (which may be estimated as to items to be expended after entry of the decree of procuring all such abstracts of title, title sear, has and examinations, guarantee policies. Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such such of 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. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indeptedness secured hereby and an elabely due and payable, with interest thereon at the tate of nine per verification for the note in connection in viti (a) any action, suit or proceeding, including but not finited to probate and bank implementations for the commencement of any suit is rule foreclosure hereof after accurate of such right to foreclose whether or not actually commenced, or (c) preparations for the eleanes of any threatened suit approceeding which might affect the premises or the security nervol, whether or not actually commenced. actually commenced.

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

9. Upon or at any time after the filing of a complaint to foreclose this Trus Deed, the Court in which such complaint is filed many appears a receiver of said premises. Such appearance in may be made either before or after sall, without notice, without regard to the solvency of Mortgagors at the time of application for such receiver and without regard to the their value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such a ceiver. Such receiver shall have power to collect the rents, issues and profits of said premises during time pendency of such foreclosure suit and, in case of a sale and a deliciency, during the full statutory period for redemption, whether there he redemption or not, as well as during any further time, when Mortgagors except for the mervention 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 a sale period. The Court from trace 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 Trust Deed, or any tax, special assersment or other hen which may be on a corae 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 enfercement of the lien of this frust Deed or of any prevision hereot 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 done hereby secured.

11. Trustee or the holders 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. Trustee has no duty to examine the title, location existence, or condition of the premises, not shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or miscondict or that of the agents or employees of Trustee, and lie may require indemnities satisfactory to him before exercising any power herein given

13. Trustee shall release this Trust Deed and the fren the cof by proper his rument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereinder or which conforms in abstance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof, and one either release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal to e described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms as substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as index of the Registers of Titles in which this outcoment has a

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the death, resignation, mability or refusal to act. [Frystees. Commercial National] Bapk, shall be first Successor in Trust and in the event of his or its death, resignation, mability or refusal to act, the then Recorder of Decds of the county in which the premises are situated shall be second Successor in Trust. Any successor in Trust hereunder shall have the identical title, howers and authority as are herein given Trustee, and any Trustee destroyers shall be entirely of casonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binders upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include the persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have received the principal inote, or this Trust Deed.

FOR THE PROTECTION OF BOTH THE BORKOWER AND THIND THE NOTE SECURED BY THIS TRUST DEED SUPULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE IRLST DEED IS FILED FOR RECORD.

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the togethern Note mentioned in the within Trust Deed has been identary harewish under lateny fication 100 . 449835.

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