

# UNOFFICIAL COPY

## FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois }  
County of Cook } ss.

Willie R. Higgins being duly sworn, upon oath states that he

is 48 years of age and

1.  has never been married

2.  the widow(er) of \_\_\_\_\_

3.  married to Lottie M. Higgins

said marriage having taken place on \_\_\_\_\_

4.  divorced from \_\_\_\_\_

date of decree \_\_\_\_\_

case \_\_\_\_\_

county & state \_\_\_\_\_

Affiant further states that his social security number is 429-64-9095 and that there are no United States Tax Liens against him.

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
1974	present	1033 S. 22nd Ave.	Bellwood	Illinois

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
1958	present	Motor vehicle operator	Hines V.A. hospital	Chicago, Il.

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 3rd day of Feb., 1986

Willie R. Higgins  
Kenneth J. Guss

TRUST DEED (ILLINOIS)  
For Use With Note Form 1418  
(Monthly Payments Including Interest)

CAUTION: Consult a lawyer before using or acting under this form.  
All warranties, including merchantability and fitness, are excluded.

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3499661

NOTE IDENTIFIED

THIS INDENTURE, made February 3, 1986

between Lottie M. Higgins  
Willie R. Higgins married in joint tenancy

1033 S. 22nd Aven., Bellwood, Illinois  
(NO AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and

Commercial National Bank  
4800 N. Western Avenue, Chicago, Illinois  
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Rider and delivered in and by which note Mortgagors promise to pay the principal sum of four thousand and ninety and 00/100

The Above Space For Recorder's Use Only

Dollars, and interest from February 14th, 1986 on the balance of principal remaining from time to time unpaid at the rate of 18.00 per cent per annum, such principal sum and interest to be payable in installments as follows: One hundred and Three and 85/100

Dollars on the 14th day of March, 1986 and One hundred and Three and 85/100 Dollars on the 14th day of each 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 day of February, 1991.

All such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the 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 bear interest after the date for payment thereof, at the rate of 18.00 per cent per annum, and all such payments being made payable at Commercial National Bank, 4800 N. Western Ave., Chicago, Ill at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when 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 other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the principal sum of 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 hand paid, the receipt whereof is hereby acknowledged, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Bellwood, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

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

Also--

The South Thirty-Seven (37) feet 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 Principal Meridian.

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

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

TOGETHER with all improvements, tenements, easements, 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 primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter thereon or thereon used (supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, mador beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all 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.

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

The name of a record owner is: 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 Trust 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 binding on Mortgagors, their heirs, successors and assigns.

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

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Lottie M. Higgins  
Lottie M. Higgins

Willie R. Higgins  
Willie R. Higgins

State of Illinois, County of Cook

I, the undersigned, a Notary Public in and for said County

in the State aforesaid, DO HEREBY CERTIFY that Willie R. Higgins and Lottie M. Higgins, HIS WIFE

personally known to me to be the same person <sup>B</sup> whose name <sup>B</sup> subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 3rd day of Feb, 1986  
Commission expires October 11, 1989 Kimberly J. Gass Notary Public

This instrument was prepared by Denise Monegato, 4800 N Western Ave., Chicago, Illinois 60625

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.

APPROVANT OF NO U.S. TAX DEBT ATTACHED

3499661

