

UNOFFICIAL COPY

FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois } ss.
County of Cook }

Thomas G. Wood being duly sworn, upon oath states that he

is 40 years of age and

1. has never been married

2. the widow(er) of _____

3. married to KATHLEEN M. WOOD

said marriage having taken place on

August 6, 1966

4. divorced from _____

date of decree _____

case _____

county & state _____

Affiant further states that his social security number is 279-40-4611 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
1977	present	7319 W. 114th	Worth	IL
1974 1963-1974		10631 S. OAK ST	CHICAGO ROCK	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
1978	Present		Roadway Express	5000 Lincoln Highway Midlothian, IL
1974	1978	ROAD DRIVER	LIBERTY TRUCK	5000 W. 39th ST STICKNEY ILL

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 12th day of March, 1986

Thomas G. Wood

James W. Kelly Jr

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. AUG. 5, 1989
ISSUED THRU ILL. NOTARY ASSOC.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

THIS INDENTURE, made March 12, 1986, between Thomas G. Wood and Kathleen M. Wood, his wife in Joint Tenancy herein referred to as "Grantors", and W. W. Sullivan of Oak Brook, Illinois,

herein referred to as "Trustee", witnesseth:
THAT, WHEREAS the Grantors have promised to pay to Associates Finance, Inc., herein referred to as "Beneficiary", the legal holder of the Loan Agreement hereinafter described, the principal amount of Sixty Thousand One Hundred Dollars and No Cents Dollars (\$ 60,100.00), together with interest thereon at the rate of (check applicable box)

- _____ % per year on the unpaid principal balances.
- This is a variable interest rate loan and the interest rate will increase or decrease with changes in the Bank Prime Loan rate. The interest rate will be _____ percentage points above the "Bank Prime Loan Rate" published in the Federal Reserve Board's Statistical Release H.15. The initial Bank Prime Loan rate is _____ %, which is the published rate as of the last business day of _____, 19____; therefore, the initial interest rate is _____ % per year. The interest rate will increase or decrease in the month during which the sixth loan payment is due, and every sixth month thereafter, if the Bank Prime Loan rate as of the end of the second month prior to the month during which the sixth payment will be made, or any like month preceding a six-month anniversary of the first payment, has increased or decreased by at least ¼ of a percentage point from the rate for the previous six-month period. No interest rate increase or decrease will be greater than 2%. Interest rate changes will be effective upon 30 days written notice. In no event, however, will the interest rate be less than _____ % per year. If the index is no longer available, Associates will choose a new index which is based upon comparable information. Associates will give notice of this choice. Associates reserves the right to waive part or all of any adjustment resulting from an interest rate increase.

Adjustments in the Agreed Rate of Interest shall be given effect by changing the dollar amounts of the remaining monthly payments so that the total amount due under the loan agreement will be paid by the original Last Payment Date.

The Grantors promise to pay the said sum in the said Loan Agreement of even date herewith, made payable to the Beneficiary, and delivered in _____ consecutive monthly installments: _____ at \$ _____, followed by _____ at \$ _____, followed by _____ at \$ _____, with the first installment beginning on _____, 19____ and the remaining installments continuing on the same day of each month

thereafter until fully paid. All of said payments being made payable at _____ Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing, appoint.

NOW, THEREFORE, the Grantors to secure the payment of the said obligation in accordance with the terms, conditions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Grantors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the _____ City of Worth COUNTY OF Cook AND STATE OF ILLINOIS, to wit: Lot 276 in Arthur Dunas Harlem Avenue Addition, a subdivision of Northeast 1/4 of Section 24, township 37 North, Range 12, East of the Third Principal Meridian. Permanent Parcel Number: 23-24-216-007 ML. Commonly known as: 7319 W. 114th Street, Worth, IL 60482

which, with the property hereinafter described, is referred to herein as the "premises."
TOGETHER with improvements and fixtures now attached together with easements, rights, privileges, interests, rents and profits.
TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits of and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Grantors do hereby expressly release and waive.

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 are a part hereof and shall be binding on the Grantors, their heirs successors and assigns.

WITNESS the hand(s) and seal(s) of Grantors the day and year first above written.

Thomas G. Wood (SEAL) Kathleen M. Wood (SEAL)

STATE OF ILLINOIS, }
County of Cook }
I, James W. Gibbs Jr.,
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Thomas G. Wood and Kathleen M. Wood, his wife in Joint Tenancy who I DO personally know to be the same person as whose name as 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.

WITNESS my hand and Notarial Seal this 12th day of March, A.D. 1986
James W. Gibbs Jr.
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. AUG. 5, 1989
ISSUED THRU ILL. NOTARY ASSOC.

AFFIDAVIT OF NO U.S. TAX LIEN ATTACHED

NOTE IDENTIFIED

3501481

- Grantors shall (1) promptly repair, seal or rebuild any buildings or improvements 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 Trustee or Beneficiary; (4) complete within a reasonable time any building or buildings 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.
- Grantors 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 Trustee or Beneficiary duplicate receipts therefor. To prevent default hereunder Grantors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Grantor may desire in contest.
- Grantors shall keep all buildings and improvements now or hereafter situated on said premises (insured against loss or damage by fire, lightning or 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 Beneficiary, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Beneficiary, 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 Beneficiary, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinbefore required of Grantors 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 thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or promise or sell the 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 tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or Beneficiary 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 and with interest thereon at the annual percentage rate stated in the Loan Agreement this Trust Deed secures. Inaction of Trustee or Beneficiary shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Grantors.
- The Trustee or Beneficiary hereby secured making any payment hereby authorized relating to taxes or 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.
- Grantors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without notice to Grantors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Loan Agreement or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment on the Loan Agreement, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained, so that immediately if all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.
- When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Beneficiary or Trustee 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 Trustee or Beneficiary for attorney's fees, Trustee's fees, appraiser's fees, cost 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 such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or Beneficiary 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 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, with interest thereon at the annual percentage rate stated in the Loan Agreement this Trust Deed secures, when paid or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual 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.
- 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 Loan Agreement, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Grantors, their heirs, legal representatives or assigns, as their rights may appear.
- Upon, or at any time after the filing of a bill to foreclose this trust deed, 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 pendency or in absence of any application for such receiver and without regard to the then 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 receiver. Such receiver shall have the power to collect the rents, issue and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Grantors, except for the intervention of such receiver, would be entitled to collect such rents, issue 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 Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, providing such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- The Trustee or Beneficiary has the option to demand that the balance due on the loan secured by this trust deed be paid in full on the third anniversary of the loan date of the loan and annually on each subsequent anniversary date. If the option is exercised, Grantors shall be given written notice of the election at least 90 days before payment in full is due. If payment is not made when due, Trustee or Beneficiary has the right to exercise any remedies permitted under this trust deed.
- No action for the enforcement of the lien or of 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.
- Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereon shall be permitted for that purpose.
- Trustee has no duty to examine the title, location, existence, or condition of the premises and shall Trustee be obligated to record this trust deed or to exercise any powers herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before exercising any power herein given.
- Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, either before or after maturity, the Trustee shall have full authority to release this trust deed, the lien thereof, by proper instrument.
- In case of the resignation, inability or refusal to act of Trustee, the Beneficiary shall have the authority to appoint a Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors and all persons claiming under or through Grantors, and the word "Grantors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the Loan Agreement or this Trust Deed. The word Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

DEED-1481
 176
 176

NAME THE ASSOCIATES
 P.O. BOX 7167
 STREET 100 W. ROOSEVELT RD.
 VILLA PARK, IL 60181
 CITY TELEPHONE # 279-7512

FOR RECORDERS INDEX PURPOSES
 INSERT STREET ADDRESS OF ABOVE
 DESCRIBED PROPERTY HERE

INSTRUCTIONS

OR

RECORDERS OFFICE BOX NUMBER

3501481
 3501481

MAR 15 11 07 AM '88

Submitted by _____
 Address _____
 Promise 3501481
 Delivered _____
 Address _____
 Deed to _____
 Address _____
 Notified _____
 S. Harris

176
 176
 176

ASSOCIATES
 100 W. ROOSEVELT RD
 VILLA PARK, IL, 60181 P.O. BOX 7167

Commit # 86-1044

UNOFFICIAL COPY

THIS SPACE PROVIDED FOR RECORDER'S USE

0 3 5 0 1 4 3 1
3501482

Recording Requested By And Please Return To:

Name C.I.T. FINANCIAL SERVICES, INC.
Address 4355 South Kedzie Avenue
City and State Chicago, Illinois 60632

REAL ESTATE MORTGAGE

NAMES AND ADDRESSES OF ALL MORTGAGORS CLARENCE LEE WRIGHT, JR. AND SHIRLEY WRIGHT, married to each other, each as to a undivided 1/2 interest as tenants in common		MORTGAGOR: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: 4355 South Kedzie Avenue Chicago, Illinois 60632		
Loan Number	Date	Date Final Payment Due	Total of Payments	Principal Balance
10474922	March 12, 1986	March 26, 2001	47411.15	17490.10

THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING ~~\$25,000~~ \$50,000.00 *sw*

The words "I," "me" and "my" refer to all Mortgagors indicated on the Note secured by this mortgage. The words "you" and "your" refer to Mortgagee.

MORTGAGE OR REAL ESTATE

To secure payment of a Note which I signed today promising to pay you the above principal balance together with an interest charge and to secure all my other and future obligations to you, the Maximum Outstanding at any given time not to exceed the amount stated above, each of the undersigned mortgages to you the real estate described below, and all improvements on the real estate, which is located in Illinois, County Cook.....

LOT 6 IN BLOCK FOUR (4) IN THE SUBDIVISION OF LOTS 1 to 10 BOTH INCLUSIVE, IN CHARLES RINGER'S SOUTH SHORE ADDITION, BEING A SUBDIVISION OF THE EAST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 33 FEET THEREOF TAKEN FOR WIDENING EAST 83RD STREET) also known as: 8216 South Colfax Street, Chicago, IL 60617

TERMS AND CONDITIONS

PAYMENT OF OBLIGATIONS I will pay the Note and all other obligations secured by this mortgage according to their terms, and if I do, then this mortgage will become null and void.

TAXES - LIENS - INSURANCE

I will pay all taxes, liens assessments, obligations, encumbrances and any other charges against the real estate, whether superior or inferior to the lien of this mortgage, and maintain insurance on the real estate in your favor in a form and amount satisfactory to you. You may pay any such tax, lien, assessment, obligation, encumbrance or other charge or purchase such insurance in your own name, if I fail to do so. The amount you pay will be due to you on demand, will bear interest at the rate of charge set forth on the note then secured by this mortgage, if permitted by law, or if not, at the highest lawful rate, will be an additional lien on the real estate and may be enforced and collected in the same manner as any other obligation secured by this mortgage.

DEFAULT

If I do not comply with the terms of this mortgage or with the terms of my note or any other obligation secured by this mortgage, then the entire unpaid principal balance and accrued and unpaid interest charge will become due, if you desire, without your advising me. If you sell or foreclose on the real estate described above, you may sell the real estate in one or more parts, if you desire. I will pay a reasonable attorney's fee and all other costs and disbursements which you actually incur in foreclosing on this mortgage.

EXTENSION

Each of the undersigned agrees that no extension of time or any other variation of any obligation secured by this mortgage will affect any other obligations under this mortgage.

BINDING EFFECT

The agreement in this mortgage will apply to and bind the undersigned and all other persons who claim through the undersigned, together and separately (jointly and severally), and will operate to the benefit of you, your successors and assigns.

WAIVER OF EXEMPTIONS

Each of the undersigned waives all marital rights, homestead exemptions and all other exemptions relating to the above real estate.

IN WITNESS WHEREOF, (I-we) (has-have) hereunto set (my-our) hand(s) and seal(s) this 12th day of March, 1986

STATE OF ILLINOIS
COUNTY OF COOK

Clarence Lee Wright Jr. (Seal)
 (Typed) CLARENCE LEE WRIGHT, JR.
Shirley Wright (Seal)
 (Typed) SHIRLEY WRIGHT

The foregoing instrument was acknowledged before me this March 12, 1986 by CLARENCE LEE WRIGHT, JR. and SHIRLEY WRIGHT

Leanne Rae-Magliano (Seal)
 (Typed) LEANNE RAE-MAGLIANO
 Notary Public
 LEANNE RAE-MAGLIANO



This instrument was prepared by

3501482

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Property of Cook County Clerk's Office

201106

1/23/10
M/D
1/23/10

3501482

3501482

88, HV 20 11 11 AM '08
CIRKLE 7 OF 11

Submitted by _____
 Address _____
 Premises _____
 Delivery 3501482
 Address _____
 Date _____
 Dead _____
 Address _____
 Notified S. Harris

CIT FINANCIAL
4355 S. KEDZIE
CHICAGO, IL 60632