

# UNOFFICIAL COPY

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## FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois }  
County of Cook } ss.

Anna Lee Jackson being duly sworn, upon oath states that she

is 37 years of age and

1.  has never been married

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

3.  married to Raymond Jackson

said marriage having taken place on

March 9, 1977

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

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

case \_\_\_\_\_

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

Affiant further states that her social security number is 334-42-9328 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
3-9-77	present	1158 S. Ridgeland	Oak Park	Illinois
3-69	3-8-77	3022 W. Walnut	Chicago	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
2-78 1964	present 2-78	disabled programmer	----- Graybar Electric	----- Melrose Park, Illinois

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 14<sup>th</sup> day of March, 1986

Anna Lee Jackson  
Frank Clark

37

3508737

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made December 2, 1985, between Raymond Jackson and Anna Lee Jackson (married to each other) of the Village of Oak Park, County of Cook, State of Illinois herein referred to as "Mortgagors;" and Avenue Bank and Trust Company of Oak Park an Illinois corporation doing business in Oak Park, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of EIGHT THOUSAND TWO HUNDRED FIFTY AND 00/100 (\$8,250.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum no interest except as herein provided as follows: the principal shall be payable in full upon the earliest of the following occurrences or date:

1. the conveyance or transfer of any interest in the following described real estate by the mortgagor;
2. the conveyance or transfer of any interest in the following described real estate by the estate of the mortgagor;
3. November 7, 2013

provided that the principal of each installment unless paid when due shall bear interest at the then highest rate permitted by law and all of said principal and interest being made payable at such banking house or trust company as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Avenue Bank and Trust Company of Oak Park, Oak Park, Illinois.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations 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, 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

COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot One Hundred Eighty---(180) in Beifeld's Addition to South Ridgeland in the Southwest Quarter (1/4) of Section 17, Township 39 North, Range 13, East of the Third Principal Meridian, Cook County, Illinois.

Permanent Tax #: 16-17-324-005 MI

Commonly known as: 1158 S. Ridgeland Oak Park IL 60304

3508737

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

TOGETHER with all improvements, tenements, easements, 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 primarily 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 covering, inador 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 a part of the real estate.

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 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.

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 mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written.

Raymond Jackson (SEAL) Anna Lee Jackson (SEAL)  
 Raymond Jackson (SEAL) Anna Lee Jackson (SEAL)

STATE OF ILLINOIS

SS.

County of Cook

FRANK C. POND  
 a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Raymond Jackson and Anna Lee Jackson (married to each other)

This instrument was prepared by:

Raymond L. Heise  
 1 Village Hall Plaza  
 Oak Park, IL 60302

who ARE personally known to me to be the same persons whose name ARE 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 Notarial Seal this 2nd day of December, A.D. 1985.

Frank C. Pond  
 Notary Public

NOTICE TO U.S. TAX LIEN ATTACHED

THE COVENANTS, CONDITIONS, PROVISIONS REFERRED TO ON PAGE 1 OF THIS DEED OR THIS TRUST DEED

**UNOFFICIAL COPY**

1. Mortgagor shall (1) promptly repair, or cause to be repaired, any building or other structure on the premises which has become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanical 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 receipt of said premises shall maintain the same in good condition and repair; (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (5) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, street service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.
3. Mortgagor shall keep all buildings and improvements now or hereafter under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of loss or damage, or to pay in full the indebtedness secured hereby, all in compliance 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 herebefore required of Mortgagor in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior mortgages, if any, and purchase, discharge, compromise or settle any lien or other claim or title or claim thereon, or redeem from any sale or foreclosure affecting said premises or contents 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 the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the then highest rate permitted by law. In action of Trustee 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 Mortgagor.
5. The Trustee or the holders of the note 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 thereon.
6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note 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 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 Mortgagor herein contained.
7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note 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 holders of the note for attorney's fees, appraiser's fees, drafts for documentary and escheat evidence, stenographer's 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, guaranty 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 complete 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 expenses 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 then highest rate permitted by law, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, in 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.
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 so indicated by the note, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagor, 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 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 solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or to the amount of the debt secured by the note. The same shall be deemed to be made as a homestead or not and the Trustee 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 is redemption or not, as well as during any further times when Mortgagor, except for the interest 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 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, 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 of any provision hereof shall be subject to any defense which would not be good and available to the party instituting same in an action at law upon the note 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, nor 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 its own gross negligence or misconduct or that of its agents or employees or Trustee, and it may require indemnification satisfactory to it before exercising any power herein given.
13. Trustee shall release this trust deed and the lien thereon by proper instrument 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 any person who shall, at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the 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 the same if the same is accompanied by a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof, and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note hereof a described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as maker thereof.
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 resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note of this Trust Deed.
16. Without the prior written consent of the holder or holders of the note secured hereby, the Mortgagor or Mortgagors shall not convey or encumber title to the premises herein involved. The holder or holders of the note secured hereby may elect to accelerate the entire unpaid principal balance as provided in the note for breach of this covenant and no delay in such election after actual or constructive notice of such breach shall be construed as a waiver or acquiescence in any such conveyance or encumbrance.

(7) keep the premises fully repaired and in compliance with the Code of the Village of Oak Park, including the provisions relating to Housing, Building, Zoning and Fair Housing.

17. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE TRUSTEE NAMED HEREIN BEFORE THE FIRST DEEDS FILED FOR RECORD.		IMPORTANCE	INDEXED	FILED	DATE	TIME	OFFICE
NAME	Raymond L. Heise						
SIREET	Village of Oak Park						
CITY	1 Village Hall Plaza						
	Oak Park IL 60302						
The installment Note mentioned in the within Trust Deed has been identified by the undersigned by the following description:		Address					
Mortgage Identification No. 2609		Mortgage Identification No. 2609					
APR 11 1984		APR 11 1984					
Vice President		Vice President					
Trust Officer		Trust Officer					
FOR RECORDERS INDEX PURPOSES		FOR RECORDERS INDEX PURPOSES					
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE		INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE					
-1158 S. Ridgeland		-1158 S. Ridgeland					
-Oak Park IL 60304		-Oak Park IL 60304					

127-295155  
BULLOCK

DELIVER

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0 3 5 0 3 4 3 5

Property of Cook County Clerk's Office

statute, hereby conveys to \_\_\_\_\_  
the holder of the Certificate of Sale, the following described real estate situated in the County of Cook,  
in the State of Illinois, to have and to hold forever: That portion of the East Half (1/2)  
(except the East Thirty (30) feet and the North One Hundred Eighty Three (183) feet  
thereof) of the Southwest Quarter (1/4) of Section 31, Township 36 North, Range 15,  
East of the Third Principal Meridian, described as follows: viz: Beginning at a  
point distant 33 feet South and 123.65 feet West from the Northeast corner of the  
said East Half (1/2) of the Southwest Quarter (1/4); thence West 90 feet to the  
West line of the East 10 acres of that part of the East Half (1/2) of the Southwest  
Quarter (1/4) (except the North 33 feet thereof) lying North of and adjoining the  
Chicago and Grand Trunk Railway; thence South 363 feet; thence East 90 feet; thence  
North 363 feet to the point of beginning, in Cook County, Illinois.  
DATED this date: \_\_\_\_\_, 19\_\_\_\_

# UNOFFICIAL COPY

3508485

## TORRENS - OWNERS LOST (TO BE EXECUTED BY ALL PARTIES IN TITLE)

Torrens - Owners Lost - No. 1

STATE OF ILLINOIS, ss.

County of Cook  
LAKE VIEW TRUST AND SAVINGS BANK, under Trust Agreement dated 5/31/79 under  
James E. Polites, Jr., Trust Officer Trust Number 5453  
being first duly sworn, on oath states

that he resides at Lake View Trust & Savings Bank, 3201 N. Ashland, Chgo. 60657  
that heretofore on the 3rd day of December 1979, there was issued and  
delivered to him from the office of the Registrar of Titles, of Cook County, Illinois, a certificate of  
Title No. 1334647 Vol. 2673-2 certifying the title in this affiant in and to property situated in the  
County of Cook and State of Illinois, described as follows:

Lot 15 in Robbins' Meadow Lane Unit No. 4, a Subdivision of  
part of the North 660.77 feet of the Southeast 1/4 of the  
Southeast 1/4 of Section 13, Township 41 North, Range 12,  
East of the Third Principal Meridian, according to Plat  
thereof registered in the Office of the Registrar of Titles  
of Cook County, Illinois on November 7, 1955, as Document  
Number 1632528. Property Address: 8916 N. Oketo, Morton Grove, IL.  
Permanent Tax Number: 09-13-415-041-0000

That said Certificate remained in his possession exclusively; that said Certificate has been lost, mis-  
placed or destroyed, that diligent search has been made for same; that original Certificate of Title in the  
Registrar's Office shows the title in this affiant to said property, subject to the following liens and  
encumbrances:

AS SHOWN ON CERTIFICATE

THIS INSTRUMENT WAS PREPARED BY  
Shirley M. Maganakis  
17 W. Wabshington, Suite 1124  
Chicago, IL 60602

Affiant further says, that there is no other person or persons having knowledge of the circumstances of  
the loss, destruction or misplacement of the Certificate of Title, that he makes this affidavit for the  
purpose of inducing SIDNEY R. OLSEN, Registrar of Titles of said County, to issue to him an  
OWNERS CERTIFIED COPY, issued in place of lost, misplaced or destroyed Certificate of Title, as  
provided in Section 58, of the Illinois Land Registration Act, approved and in force May 1st, 1897, as  
amended by acts of 1907, 1909, 1910, 1913, etc.

Lake View Trust And Savings Bank,  
not personally but as Trustee under  
Trust No. 5453 and dated May 31, 1979

James E. Polites, Jr. - Trust Officer

Subscribed and sworn to before me this 7th day of March A. D. 19 86

John Rivera Notary Public.

Not at all similar to 4-17-86 Q. 2

3508485

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NCS 3508485

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104659-79

REGISTRAR U OF TITLES
APR 17 4 59 PM '79
Register of Titles Error 012 Document
1334647
16732.324
4-86
S. MARSH

\* Marinakis & Marinakis  
77 W. Washington, Suite 1124  
Chicago, Illinois 60602.

Property of Cook County Clerk's Office

00-2500