

UNOFFICIAL COPY

Smith, William 731 S. Dobson Doc. 26329203 ✓	Chgo., IL \$1,080.28	5 2 6 7 8/23/78
Smith, William M. 108 S. LaSalle St. Doc. 23826715	Chgo., IL \$8,292.79	2/22/77
Smith, William 2449 N. Lincoln Doc. 24486495A	Chgo., IL \$5,463.09	6/12/77
Smith, William M. 2351 W. 72nd St. Doc. 26070169	Chgo., IL \$3,393.24	11/25/74
Doc. 26063415	\$3,393.24	11/18/74
Doc. 26259243	\$3,241.38	6/14/82
Doc. 26569484	\$3,261.38	4/14/83
Smith, William B. 1551 N. Pulaski Doc. 26562820A ✓	Chgo., IL \$3,571.83	4/8/83
Smith, William M. 2624 E. 74th St. Doc. 25127796 ✓	Chgo., IL \$4,369.49	8/31/79
Doc. 25123314 ✓	\$964.45	8/29/79
Smith, William M. 444 W. Fullerton Doc. 24670586 ✓	Chgo., IL \$11,086.65	10/13/78
Smith, William & Naud E. 624 W. 115th St. Doc. 25521207 ✓	Chgo., IL \$642.13	7/21/80
Doc. 24961290 ✓	\$3,573.31	5/15/79
Doc. 24384271 ✓	\$3,038.55	3/31/78
Smith, Willie T. 7408 S. Stewart Doc. 26134337 ✓	Chgo., IL \$1,379.79	2/4/82
Smith, Willie & Mary 5508 W. Monroe Doc. 24542101 ✓	Chgo., IL \$368.68	7/19/78
Smith, Willie L & Barbara 7651 S. Carpenter Doc. 26943447 ✓	Chgo., IL \$1,761.95	1/24/79
	\$1,761.95	3/25/84

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Smith, William E. & Irene
228 S. Wabash Ave
Doc. 26503897 X
~~Doc. 24355730 X~~

Chgo., IL 6 2 6 7
\$3,642.34
~~\$21,927.22~~

2/10/83
~~5/27/82~~

Smith, William & Irene
937 S. Constance
Doc. 26163226 X
~~Doc. 26610926 X~~

Chgo., IL
~~\$7,680.98~~
\$8,629.75

5/27/82
~~5/27/82~~

Smith, William Sr.
William Smith Sr. Super 100
914 W. 79th St.
Doc. 26247807 X
~~Doc. 26049962 X~~

Chgo., IL
~~\$28,615.90~~
\$19,034.31

6/2/82
11/5/81

Smith, William E.
444 Ridgeland Box 433
Doc. 23908002

Berwyn, IL
\$512.66

5/27/77

Smith, William H.
7611 S. Eggleston
Doc. 25262006 X

Chgo., IL
\$1,702.27

11/30/79

Smith, William H., Sr. & Constance
8208 S. Laflin
Doc. 26049960 X

Chgo., IL
\$16,803.33

11/5/81

Smith, William H.
William Smith Super 100
855 W. 59th St.
Doc. 26122708 X

Chgo., IL
\$9,765.54

1/25/82

Smith, William J.
6132 W. Washington
Doc. 23776222

Chicago Ridge, IL
\$804.98

1/11/77

Smith, William J. & Sara
6127 W. Kirkwood
Doc. 26021968

Chgo., IL
\$6,275.78

10/7/81

Smith, William J.
2630 N. Racine
Doc. 25532759 X

Chgo., IL
\$2,805.28

7/31/80

Smith, William J.
1832 N. Howe
4936 N. Lawndale
25750526
26014462 X

Chgo., IL
Chgo., IL
~~\$8,336.96~~
\$4,188.74

9-30-81

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Smith, Willie L. & Barbara
9315 S. Morgan
Doc. ~~25869973~~
Doc. ~~85129323~~ 85129323 ✓

Chgo., IL
~~\$4,931.79~~
\$4,931.79

5/15/83
8-1-8

Smith, Willie & Barbara
5801 Damen
Doc. 26577731 ✓
Doc. ~~26315600~~ ✓
Doc. 26943446 ✓

Chgo., IL
\$2,356.05
~~\$5,840.84~~
\$5,840.84

4/21/83
~~8/22/83~~
1/25/83

Smith, W. Mauldin
Smith & Associates
208 S. LaSalle St.
Doc. 24428310 ✓

Chgo., IL
\$188.80

5/2/78

Smith, W. Mauldin
Smith & Associates
65 E. South Water
Doc. ~~25951453~~ ✓
Doc. ~~25673212~~ ✓

Chgo., IL
~~\$1,703.63~~
~~\$2,870.68~~

7/28/83
~~12/10/83~~

Smith, W. Mauldin
Smith & Associates
355 E. Bowen Ave.
Doc. ~~26192610~~ ✓
Doc. ~~26173864~~ ✓
Doc. 26173863 ✓

Chgo., IL
~~\$384.58~~
~~\$272.34~~
\$3,369.16

4/12/82
3/17/82
3/17/82

Smith, Willy D.
1239 S. Racine
Doc. 26517284 ✓
Doc. 26674249 ✓

Chgo., IL
\$1,916.40
\$2,527.04

2/24/83
7/6/83

Smith, Willy D. & Sheila
1239 S. Racine
Doc. 26517308 ✓

Chgo., IL
\$2,517.04

2/24/83

Smith, Willian L.
3617 W. Gresham St.
Doc. 26606482 ✓

Chgo., IL
\$911.91

5-16-83 5/16

Smith, Willie & Ruby
8552 S. Kingston
Doc. 26658466 ✓

Chgo., IL
\$1,181.18

6/24/83

Smith, Willie & Brenda
50 S. Cyril Court
c. ~~26718504~~ 26718504 ✓

Chgo., IL
\$1,785.92

8/4/83

Property of Cook County Clerk's Office

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0 3 5 1 6 2 6 7

Smith, William & Deidne
30156 S. Calumet
Doc. 26232475

Chgo., IL
~~\$3,117.87~~

RL
8/15/83

Smith, William M.
9641 S. Marion St.
Doc. 26807934

Oak Lawn, IL
\$7,684.13

3/15/83

Smith, William
William Smith Engineers
1420 E. Burr Oak Dr.
Doc. 26905668

Arlington Hts. IL.
\$28,830.17

12/22/83 ✓

~~Smith, William Jr & Myrtle
Park Manor Nursery School & Kindergarten
7815 Langley Ave.
Doc. 26981892~~

~~Chgo., IL.
\$1,923.63~~

~~2/24/86~~

Smith, William Henry
418 E. 45th Place
Doc. 27008629 ✓

Chgo., IL.
\$5,017.20

3/19/84 ✓

Smith, William
James, Johnnie B.
Johnnie Pretty Penny Grocery
501 E. 61st St
Doc. ~~27019343~~ 27019343 ✓

Chgo., IL.
\$5,978.38

3/27/84 ✓

Smith, William Van Slyck
65 E. Scott
Doc. 27084865 ✓

Chgo., IL.
\$10,299.05

5/15/84 ✓

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Smith, Willie R.
Rods Grocery Station
921 E. 103rd St.
Doc. 27194558 ✓
Doc. 86068177 ✓

Chgo., IL
\$950.34

8/1/84

\$5,384.16

2/19/86

Smith, William
323 Nicola
Doc. 27240818

Park Forest, IL.

\$2,662.06

9/5/84

Smith, William M. & Tari
137 Custer
Doc. 85835758

Evanston, IL.

\$5,845.54

5/28/85

Smith, William J. & Sara
117 N. HIRKWOOD
Doc. ~~85135590~~ ✓

Chgo., IL

~~28,589.57~~ 28,589.57

~~8-7-85~~ 8-7-85

Smith, Billy
7844 S. Ellis
Doc. 85201166 ✓

Chgo., IL.
\$2,136.89

9/24/85

Smith, Willie L. & Ilene L.
4345 S. Lake Park Ave.
Doc. 85281381 ✓

Chgo., IL.
\$4,352.42

11/14/85

Smith, Willie
11356 S. Yale
Doc. 85319862 ✓

Chgo., IL.
\$9,197.53

12/12/85

Smith, William Jr. & Myrtle
7815 S. Langley
Doc. 85314101 ✓

Chgo., IL.
\$4,357.57

12/9/85

Smith, William H. & Evelyn J.
3327 Elm 2nd Floor
Doc. 86041429 ✓

Brookfield, IL.
\$3,043.12

1/30/86

Smith, Willie Lee
257 W. 108th Place
Doc. 86138704 ✓

Chgo., IL.
\$3,341.22

4/11/86

UNOFFICIAL COPY

FEDERAL TAX LIEN AFFIDAVIT 2 6 7

(PLEASE PRINT OR TYPE)

State of Illinois }
 County of Cook } ss.

WILLIAM H. SMITH being duly sworn, upon oath states that _____

is _____ years of age and

1. has never been married

2. the widow(er) of _____

3. married to SHERY N.

said marriage having taken place on
JUNE 8 1975

4. divorced from _____

date of decree _____

case _____

county & state _____

Affiant further states that WIFE social security number is 346-38-5732 and that there are no United States Tax Liens against ME.

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
<u>NOV 1976</u>	<u>AUG 1982</u>	<u>223 SROKIG BLVD</u>	<u>WILMETTE</u>	<u>ILL.</u>
<u>AUG 1982</u>	<u>PRESENT</u>	<u>4340 TERRI-LYN</u>	<u>NORTHBROOK</u>	<u>ILL</u>

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
<u>MAY 1972</u>	<u>APRIL 1985</u>	<u>WHSR MGR</u>	<u>CAPITOL WINE</u>	<u>2440 W 34TH CHICAGO ILL</u>
<u>April 1985</u>	<u>PRESENT</u>	<u>WHSR MGR</u>	<u>Federated DIST</u>	<u>4130 S. MORGAN CHICAGO, ILL</u>

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 19TH day of MAY, 1984

William H. Smith

Sandra P. Yoke

UNOFFICIAL COPY

0 3 5 1 6 2 6 7

3516267

Deum

[Space Above This Line For Recording Data]

MORTGAGE

507980-1

THIS MORTGAGE ("Security Instrument") is given on MAY 19 19 86 The mortgagor is WILLIAM H. SMITH AND SHERRY N. SMITH, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to HORIZON FEDERAL SAVINGS BANK

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 1210 CENTRAL AVENUE WILMETTE, ILLINOIS 60091 ("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED FIFTY THOUSAND AND NO/100---

Dollars (U.S. \$ 150,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 1, 2016

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property

located in COOK County, Illinois: LOT NINETY FOUR (94) IN WOOD OAKS GLEN PHASE II, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER (1/4) OF SECTION 7, TOWNSHIP 42 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 APRIL 19, 1978, AS DOCUMENT NUMBER 3011919.

04-07-304-016-0000 ML

which has the address of 4340 TERRI-LYN LANE, NORTHBROOK, Illinois 60062 ("Property Address"); (Street) (City) (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

70-46-274 J

6/1/70 Sy

ABSENCE OF NO U.S. TAX LIEN ATTACHED

3516267

UNOFFICIAL COPY

EVANSTON, ILLINOIS
1133 CHICAGO AVENUE
HORIZON FEDERAL SAVINGS BANK
RECORD AND RETURN TO:
EVANSTON, IL 60202
PREPARED BY:
HORIZON FEDERAL SAVINGS BANK

MAY 20 5 15 PM '86

Notary Public
19th day of May 1986
[Signature]

My Commission expires: 4/13/88
Given under my hand and official seal, this
[Signature]
Notary Public
Address: [Signature]
Submitted by: [Signature]

DUPLICATE
12/11/87

442-97-02

STATE OF ILLINOIS, COOK
I, SANDRA A. YONZ
a Notary Public in and for said county and state,
do hereby certify that WILLIAM H. SMITH AND SHERRY N. SMITH, HUSBAND AND WIFE,
personally known to me to be the same person(s) whose name(s) ARE
subscribed to the (foregoing instrument, appeared before me this day in person, and acknowledged that they
signed and delivered the said instrument free and voluntary act, for the uses and purposes therein

[Space Below This Line For Acknowledgment]

WILLIAM H. SMITH
SHERRY N. SMITH
Borrower (Seal)
Borrower (Seal)
Borrower (Seal)
Borrower (Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders (executed by Borrower and recorded with it).

NON-UNIFORM COVENANTS, Borrower and Lender further covenant and agree as follows:
19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable boxes]
 Adjustable Rate Rider
 Condominium Rider
 2-4 Family Rider
 Graduated Payment Rider
 Planned Unit Development Rider
 Other(s) [specify]

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

