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FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois
County of Cook

Douglas D. Miller
is 38 years of age and

being duly sworn, upon oath states that all:

1. has never been married

2. the widow(er) of _____

3. married to RITA J. Miller

said marriage having taken place on

Dec 14, 1968

4. divorced from _____

date of decree _____

cause _____

county & state _____

Affiant further states that 445 social security number is 301-42-8757 and that there are no United States Tax Liens against 445.

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
1965	1966	726 E. Malone	Rockwood MO	MO.
1963	1965	261 39th St.	W. De Moines	IA
1960	1963	104 Terra Ridge Ct.	Bethel Park	PA
1972	1977	152 W. Main St. 402 W. Terrell St.	New Albany New Carrollton	OHIO OHIO

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	BUSINESS (STREET NO.) (if any) STATE
1972	1986	SALER	Kerry	Garrison Inc.

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

4th

day of

August

19

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should be word
checked

1988 real estate deed from James G. and

Debra L. (nee Johnson) to

John R. and Mary

18-11-11

Property of Cook County Clerk's Office

1982
N.Y.

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0 3 5 3 3 0 2

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NOTE IDENTIFIED

(Space Above This Line For Recording Date)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 4, 1986. The mortgagor is DENNIS D. MILLER AND RITA J. MILLER, HIS WIFE, ("Borrower"). This Security Instrument is given to THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, which is organized and existing under the laws of Illinois, and whose address is 900 E. Mansington Road, Arlington Heights, IL 60004 ("Lender"). Borrower owes Lender the principal sum of One Hundred Thousand and No/100 Dollars (U.S. \$100,000.00). 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 August 4, 1991. 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 17 in Locascio's Subdivision Unit No. 2, being a Resubdivision of part of the Northeast Quarter of Section 20, Township 42 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on May 22, 1969, as Document Number 2452329.

PIN #03-20-214-001

STI 86 3306C

[Signature]

which has the address of 724 East Maude
Street
Illinois 60004 ("Property Address").
(Zip Code)

Arlington Heights

(City)

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.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 should be applied; first to amounts payable under paragraph 2; second to interest; and last to principal.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owing payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvement now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged. If the restoration or repair is economically feasible and Lender's security is not lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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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. 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; Responsibilities By Lender Not a Waiver. Extension of the time for payment of principal or interest of Borrower shall not operate to release the sums secured by this Security Instrument from payment to Lender to any successor in interest of Borrower, shall not be released by the sum secured by this Security Instrument granted by Lender to any successor in interest of Borrower, shall not be released by the sum secured by this Security Instrument granted by Lender to any successor in interest of Borrower or otherwise, and any other instrument or agreement by which Borrower may be liable to Lender for payment of principal or interest of Borrower.

11. Successors and Assigns. Any provision of this instrument made by the original Borrower or by his or her heirs, executors, administrators, successors, assigns, or personal representatives, or by any other person holding title to all or any part of the property covered by this instrument, shall be binding upon such person and his or her heirs, executors, administrators, successors, assigns, or personal representatives, and shall not affect the rights of Lender under this instrument.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium orders to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notices is given, Lender is authorized to collect and apply the proceeds, either to restoration or repair of the Property or

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, the amounts of the proceeds shall be applied to the sums secured by the security instrument, whether or not then due, with any excess paid to Borrower and Lender and otherwise agree in writing, the sums secured by this Security instrument or the sum of the amounts of the proceeds multiplied by the following fraction: (a) the sum secured by this Security instrument or the sum of the amounts of the proceeds multiplied by the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

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

8. Inspection. Lender or its agent may make reasonable entries upon and inspect portions of the property. Lender

If Lemder required mortgage insurance as a condition of making the loan secured by the security instrument, Borrower shall pay the premium required to maintain the insurance in effect until such time as the requirement for the