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## FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois }  
County of Cook } ss.

THOMAS C MOODY being duly sworn, upon oath states that HE

is 53 years of age and

- 1.  has never been married
- 2.  the widow(er) of \_\_\_\_\_

3.  married to BEVERLY L MOODY  
6/26/55  
said marriage having taken place on \_\_\_\_\_

4.  divorced from \_\_\_\_\_  
date of decree \_\_\_\_\_  
case \_\_\_\_\_  
county & state \_\_\_\_\_

Affiant further states that HIS social security number is 308-32-1947 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
1971	1986	7705 S. CREGIER	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

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 25<sup>th</sup> day of AUGUST, 1986  
Thomas C. Moody

[Signature]

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

Property of Cook County Clerk's Office



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This Indenture, WITNESSETH, That the Grantor Thomas C. Moody and Beverly L. Moody (married to each other) not in tenancy in common, but in joint tenancy

Property Address: 7705 S. Creiger of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Seven thousand five hundred seven & 08/100 Dollars

in hand paid, CONVEY AND WARRANT to R. D. McGLYNN, Trustee of the City of Chicago County of Cook and State of Illinois and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated

in the City of Chicago County of Cook and State of Illinois, to-wit: Lot Thirty Eight (38) in J. B. Watson and G. F. Curtis Subdivision of Block 20 in James Stinson's Subdivision of East Grand Crossing in the Southwest Quarter (1/4) of Section 25, Town 38 North, Range 14, East of the Third Principal Meridian. P.R.E.I. #29-25-320-003

NOTE IDENTIFIED

3543551

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantors Thomas C. Moody and Beverly L. Moody (married to each other) not in tenancy in common, but in joint tenancy Justly indented upon one real estate installment contract bearing even date herewith, providing for 84 installments of principal and interest in the amount of \$ 89.37 each until paid in full, payable to Sav-Mor Construction Co., Inc. and assigned to Pioneer Bank & Trust Co.

STIPEND OF NO U.S. TAX LIEN ATTACHED

THE GRANTOR... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be let and remain with the said Mortgagee or Trustee, until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, of the time or times when the same shall become due and payable. In the event of failure to so insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises, or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the grantor... agree... to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent, per annum, shall be so much additional indebtedness secured hereby. In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all unpaid interest shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, at seven per cent, per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms. It is Agreed by the grantor... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof - including reasonable solicitors fees, outlays for documentary evidence, stenographers charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decrees - shall be paid by the grantor... and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor... All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor... for said grantor... to the heirs, executors, administrators and assigns of said grantor... waives... all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree... that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor... or to any party claiming under said grantor... appoint a receiver to take possession and charge of said premises with power to collect the rents, issues and profits of the said premises.

IN THE EVENT of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then Joan J. Behrendt... of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor, this 2nd day of JULY, A. D. 19 86

THOMAS C. MOODY (SEAL) BEVERLY L. MOODY (SEAL)

RECORDED

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3543551

Trust Book

IN DUPLICATE

Box No. ....

113292

Address 3543551

Recorded 3543551

Instrument to

R.D. McGLYNN, Trustee

Trust duplicate trust

Address THIS INSTRUMENT WAS PREPARED BY:

Pioneer Bank and Trust Company  
4000 W. North Ave.  
Chicago, Illinois 60639

3213221

Property of Cook County Clerk's Office

I, the undersigned \_\_\_\_\_  
 a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Thomas C. Moody and Beverly L. Moody (married to each other) not in tenancy in common** are personally known to me to be the same person **whose name** subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **he** signed, sealed and delivered the said instrument as **the** 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 \_\_\_\_\_<sup>2nd</sup> day of **JULY**, A. D. 19 **86**

Notary Public: \_\_\_\_\_  
 My Commission Expires **July 30, 1989**

State of Illinois }  
 County of Cook } 55.