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## A F F I D A V I T

MARILYN GOVERNILE, being first duly sworn, on oath deposes and states that she is familiar with Herbert B. Christianson and has known him for at least five years and can state that the Torrens - Owners Lost Certificate, collateral installment note and mortgage executed by Herbert B. Christianson and H. B. Christianson are all executed by one and the same party.

NOW, THEREFORE, affiant above, her successors, shall, at all times, indemnify and save harmless the Registrar of Titles of Cook County, Illinois, against all losses or damage to same arising by reason of the execution of various documents to be registered in the Torrens Office, which documents bear the signature of Herbert B. Christianson and H. B. Christianson and the registering of same on the Torren's Certificate of Title No. 1328680, and in relation to premises described therein, and all costs, charges, damages and expenses and all claims and demands of every kind and nature, actions, causes of action, suits and controversies whether groundless or otherwise, arising therefrom.

  
MARILYN GOVERNILE

SUBSCRIBED and sworn to  
before me this 19<sup>th</sup> day  
of January, 1987.

  
Notary Public

" OFFICIAL SEAL "

SUSAN J. SCHLOBOHM  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 9/25/90

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Property of Cook County Clerk's Office

555 SKOKIE BOULEVARD

SUITE 595

NORTHBROOK, ILLINOIS 60062

PHONE (312) 480-6700

December 10, 1986

RONALD G. PESTINE

GLEN A. NEUMAN

AFFIDAVIT OF LATE DELIVERY OF TRUST DEED

I, Ronald G. Pestine, attorney for the Bank of Northfield, and affiant, being duly sworn on oath state that the following property is registered with the Registrar of Titles, Cook County, Illinois, Torrens Certificate #1328680:

Lot five (5) and Lot six (6) in Sunny View Subdivision, being a subdivision of that part of the East half (1/2) of the Northeast quarter (1/4) of Section 31, Town 42 North, Range 11, East of the Third Principal Meridian, described as follows: Beginning at the Northwest corner of the East half (1/2) of the Northeast quarter (1/4) of Section 31, running thence East 514.8 feet; thence South 958.67 feet to the North line of South Street, thence West 515.89 feet to the West line of said East half (1/2) of the Northeast quarter (1/4) of Section 31, thence North along said West line of the East half (1/2) of the Northeast quarter (1/4) of Section 31, to the place of beginning, in Cook County, Illinois.

83-310209-005

That on October 19, 1985, H. Brian Christianson and Cristina W. Christianson, his wife, executed a Trust Deed and Note in the amount of \$24,573.00. The Trust Deed and Note were inadvertently misfiled in my office and were not timely filed with the Registrar of Titles.

That the Trust Deed and Note are valid obligations and have not been paid in full or discharged, and therefore, should be accepted for filing with the Registrar of Titles to protect the security interest of the Bank of Northfield.

That I, the affiant, further state that this affidavit is made for the purpose of inducing the Registrar of Titles to register this Trust Deed and identify the Note secured by the Trust Deed. I, the affiant, make this affidavit to indemnify and save harmless any and all claims which may be presented against the Registrar of Titles as a result of registering this Trust Deed.

Ronald G. Pestine

SUBSCRIBED and sworn to before me this 15<sup>th</sup> day of December, 1986.

Muriel Ruben

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TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 222

3586197 9

7FC Forms Service, Inc.

THIS INDENTURE, WITNESSETH, That H. BRIAN CHRISTIANSON & CRISTINA W. CHRISTIANSON,  
HIS WIFE S.I.M.  
(hereinafter called the Grantor), of 111 S. WALNUT, ARLINGTON HEIGHTS, IL  
(No. and Street) (City) (State)

for and in consideration of the sum of TWENTY FOUR THOUSAND FIVE HUNDRED SEVENTY THREE Dollars  
in hand paid, CONVEY AND WARRANT to BANK OF NORTHFIELD  
of 400 CENTRAL AVE., NORTHFIELD IL  
(No. and Street) (City) (State)

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, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the VILLAGE of ARLINGTON HEIGHTS County of COOK and State of Illinois, to-wit:  
PROPERTY COMMONLY KNOWN AS 111 S. WALNUT, ARLINGTON HEIGHTS, IL  
PERMANENT REAL ESTATE NUMBER 03 31 204 005

LEGAL DESCRIPTION:  
SEE ATTACHED

Lot five (5) and Lot six (6) in Sunny View Subdivision, being a Subdivision of that part of the East half (1/2) of the Northeast quarter (1/4) of Section 31, Town 42 North, Range 11, East of the Third Principal Meridian, described as follows: Beginning at the Northwest corner of the East half (1/2) of the Northeast quarter (1/4) of Section 31, running thence East 514.8 feet; thence South 958.67 feet to the North line of South Street, thence West 515.89 feet to the West line of said East half (1/2) of the Northeast quarter (1/4) of Section 31, thence North along said West line of the East half (1/2) of the Northeast quarter (1/4) of Section 31, to the place of beginning, in Cook County, Illinois.

SUBJECT TO: General real estate taxes for 1978, 1979 and subsequent years, building lines, easements, and restrictive covenants of record.

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 Grantor H. BRIAN CHRISTIANSON AND CRISTINA W. CHRISTIANSON

justly indebted upon INSTALLMENT principal promissory note bearing even date herewith, payable 60 Installments of \$409.55 beginning November 18, 1985, a total loan of \$24,573.00, Principal and Interest

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction of damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) the waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises in good repair; (6) to pay all taxes and assessments against said premises, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, 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 agrees to repay immediately without demand, and the same with interest thereon from the date of payment at eight 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 or said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, become immediately due and payable, and with interest thereon from time of such breach at eight 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 plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees, or for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any 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 release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of an application to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is: H. BRIAN AND CRISTINA W. CHRISTIANSON

IN THE EVENT of the death or removal from said COOK County of the grantee, or of his resignation, refusal or failure to act, then BANK OF NORTHFIELD 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 19 day of OCTOBER, 1985

H. Brian Christianson (SEAL)  
CRISTINA W. CHRISTIANSON (SEAL)

This instrument was prepared by J KERWIN BANK OF NORTHFIELD 400 CENTRAL AVE., NORTHFIELD, IL  
(NAME AND ADDRESS) 60093

NOTE IDENTIFIED BY 6/11/85

3586197

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STATE OF Illinois }  
COUNTY OF Cook } ss.


I, Marilyn Governile, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that H. Brian Christianson & Cristina W. Christianson

HIS WIFE S. M.

personally known to me to be the same person 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 a 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 19th day of October, 19 85.

(Impress Seal Here)

  
Notary Public

My Commission Expires Feb. 26, 1988  
Commission Expires

Property of Cook County Clerk's Office

W 5680 Box 80	SECOND MORTGAGE Trust Deed	3586497	3586497	Submitted by	Address	Promised	Deliver certificate	Address	Delivered to Trust	Board	Address	Notified	Delivered to Newman Walker 555 Skokie Blvd Northbrook IL 60062
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