

UNOFFICIAL COPY

FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois }
County of Cook } ss.

Shirley White

is 29 years of age and

being duly sworn, upon oath states that Shirley White

1. has never been married
2. the widow(er) of _____

3. married to Howard F. White

said marriage having taken place on April 24, 1942

4. divorced from Ronald J. Furnell

date of decree 3-7-78
case 76D 532

county & state COOK county Illinois

Affiant further states that my social security number is 333-50-6467 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
May 1985	Present	13220 Pleasant Ln	Coungy Creek Hills	IL
II 1984	April 1985	1206 Lanore	Urbana	Ill
August 1980	II 1984	1500 Ivesdale Way	Urbana	Ill
June 1977	August 1980	1289 E Florida Ave	Urbana	Ill
May 457 1976	May 1977	1908 Orchard Pl	Urbana	Ill

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
Jan 1986	Present	Customer Service Clerk	Illinois Bell Telephone	Chgo 4445 IL
Sept 1985	March 1986	Library Clerk III	Governors State University	Urbana IL
May 1980	Jan 1984	Library Clerk	University of Illinois	Champaign - Urbana IL

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.

Shirley R. White

Subscribed and sworn to me this 12th day of MARCH, 1987

Loe Buscemi

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Property of Cook County Clerk's Office

ASSUMPTION RIDER - FHA

THE MORTGAGEE SHALL, WITH THE PRIOR APPROVAL OF THE FEDERAL HOUSING COMMISSIONER, OR HIS DESIGNEE, DECLARE ALL SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE IF ALL OR A PART OF THE PROPERTY IS SOLD OR OTHERWISE TRANSFERRED (OTHER THAN BY DEVISE, DESCENT OR OPERATION OF LAW) BY THE MORTGAGOR, PURSUANT TO A CONTRACT OF SALE EXECUTED NOT LATER THAN 24 MONTHS AFTER THE DATE OF EXECUTION OF THIS MORTGAGE OR NOT LATER THAN 24 MONTHS AFTER THE DATE OF A PRIOR TRANSFER OF THE PROPERTY SUBJECT TO THIS MORTGAGE, TO A PURCHASER WHOSE CREDIT HAS NOT BEEN APPROVED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMMISSIONER.

EXECUTED ON THIS 14TH DAY OF FEBRUARY 1987
IN JACKSON COUNTY
BY HOWARD F. WHITE AND SHIRLEY R. WHITE, HIS WIFE

Shirley R. White
MORTGAGOR

Howard F. White
MORTGAGOR

MORTGAGOR

MORTGAGOR

3599937

Subscribed and sworn to before me this 14TH day of FEBRUARY 1987.

Karen Chamberlain
Notary

My Commission Expires: **KAREN CHAMBERLAIN**
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires March 19, 1989

MAILED TO AND PREPARED BY: ~~CARL I. BROWN AND COMPANY~~
~~1910 CARONDELET DRIVE~~
~~KANSAS CITY, MISSOURI 64114~~

CARL I. BROWN AND CO.
7101 COLLEGE BLVD.
8TH FLOOR
OVERLAND PARK, KANSAS 66210

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Property of Cook County Clerk's Office

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RECEIVED
COUNTY CLERK
COOK COUNTY
JAN 10 1988

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State of Illinois

Mortgage

FHA Case No. 131-4903422-703

70-98-384 DS

This Indenture, made this 14TH day of FEBRUARY 19 87, between HOWARD F. WHITE AND SHIRLEY R. WHITE, AS JOINT TENANTS CARL I. BROWN AND COMPANY His WIFE, Mortgagee, and

a corporation organized and existing under the laws of THE STATE OF KANSAS, Mortgagee.

Witnesseth: That whereas the Mortgagee is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of

FIFTY THOUSAND EIGHT HUNDRED FIFTEEN AND NO/100 Dollars (\$ 50,815.00)

payable with interest at the rate of TEN AND ONE HALF

per centum (10.50 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

KANSAS CITY, MISSOURI, or

at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of

FOUR HUNDRED EIGHTY AND 20/100-----Dollars (\$ 480.20)

on the first day of MARCH 19 87, and a like sum on the first day of each and every month thereafter until the note

is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day

of FEBRUARY 20 22.

Now, Therefore, the said Mortgagee, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents Mortgage and Warrant unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK and the State of Illinois, to wit:

LOT 533 IN BLOCK 23 IN WINSTON PARK UNIT NO. 5, BEING A SUBDIVISION OF PART OF THE NORTH WEST 1/4 AND ALSO THE WEST 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF COUNTRY CLUB HILLS, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED, IN THE COOK COUNTY, ILLINOIS RECORDERS OFFICE AS DOCUMENT NO. 21810812 ON FEBRUARY 17, 1972 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JANUARY 26, 1972 AS DOCUMENT NO. 2604946 AND CERTIFICATE OF CORRECTION REGISTERED ON SEPTEMBER 6, 1972 AS DOCUMENT NO. 2646492 IN COOK COUNTY, ILLINOIS.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS, IF ANY, NOW OF RECORD.

PERM TAX NO. 28-35-114-006-0000 17720 PHEASANT LANE, COUNTRY CLUB HILLS, ILLINOIS 60477

SEE ASSUMPTION RIDER ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL TERMS, COVENANTS, AND CONDITIONS OF THIS MORTGAGE.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagee in and to said premises.

This form is used in connection with mortgages insured under the one-to four-family programs of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (l)) in accordance with the regulations for those programs.

AFFIDAVIT OF NO U.S. TAX LIEN ATTACHED

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To have and to hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses 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 to said Mortgagee does hereby expressly release and waive.

And said Mortgagee covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagee on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagee to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional debt of the Mortgagee, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagee.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvement situated thereon, so long as the Mortgagee shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so constituted and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

And the said Mortgagee further covenants and agrees as follows:

That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole or in part on any installment due date.

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagee will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and

special assessments; and

(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagee each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(i) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(ii) interest on the note secured hereby;

(iii) amortization of the principal of the said note; and

(iv) late charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagee under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagee, shall be credited on subsequent payments to be made by the Mortgagee, or refunded to the Mortgagee. If, however, the monthly payments made by the Mortgagee under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagee shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagee shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagee any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

And as Additional Security for the payment of the indebtedness aforesaid the Mortgagee does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

That He Will Keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made herebefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof

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Witness the hand and seal of the Mortgagor, the day and year first written.

Howard F. White
HOWARD F. WHITE

(Seal)

Shirley R. White
SHIRLEY R. WHITE

(Seal)

(Seal)

(Seal)

State of ~~INDIANA~~ MISSOURI

County of JACKSON

I, **KAREN CHAMBERLAIN**, a notary public, in and for the county and State
aforesaid. Do Hereby Certify That **HOWARD F. WHITE**
and **SHIRLEY R. WHITE**, AS JOINT TENANTS, his wife, personally known to me to be the same
person whose name S **THEY** 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 14TH day FEBRUARY, A.D. 19 87

KAREN CHAMBERLAIN
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires March 19, 1989

Karen Chamberlain

Notary Public

Doc. No. _____, Filed for Record in the Recorder's Office of

County, Illinois, on the _____ day of _____, A.D. 19 _____

at o'clock _____ m., and duly recorded in Book _____ of _____ Page _____

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RECORDED IN THE PUBLIC RECORDS OF JACKSON COUNTY MISSOURI
FEB 19 1987

Handwritten signature/initials