

UNOFFICIAL COPY

FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois } ss.
County of Cook }

Thomas J. Leonard being duly sworn, upon oath states that he

is 74 years of age and

1. has never been married

2. the widow(er) of _____

3. married to Adèle M. Leonard

said marriage having taken place on

10/21/39

4. divorced from _____

date of decree _____

case _____

county & state _____

Affiant further states that his social security number is 353-07-1790 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 |
|-------------|----------------|--------------------------|----------------|-------------|
| <u>1967</u> | <u>Present</u> | <u>10043 S. Prospect</u> | <u>Chicago</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>1977</u> | <u>Present</u> | <u>Sales Rep.</u> | <u>Clemmensco + Assn.</u> | <u>P.O. Box #17 Westmont, 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 10 day of April, 1987

UNOFFICIAL COPY

TRUST DEED

TO SECURE REVOLVING LINE OF CREDIT

THIS INDENTURE, made April 17, 1987, between Thomas J. Leonard & Adele M. Leonard (married to each other) Not in Tenancy in Common, But in Joint Tenancy of- 10043 S. Prospect, Chgo, Ill. (the "Grantor") and BEVERLY BANK (the "Trustee")

Concurrently herewith Grantor has executed a Line of Credit Agreement to open a line of credit with Beverly Bank and has executed a Promissory Note made payable to BEVERLY BANK in the principal amount of \$ 38,000.00 to evidence the maximum loan under the Line of Credit Agreement which shall bear interest on the unpaid principal balance from time to time at a per annum rate as hereinafter described. The Note evidences a revolving credit and the lien of the Trust Deed secures payment of any existing indebtedness and future advances made pursuant to the Note to the same extent as if such future advances were made on the date hereof and regardless of whether or not any advance has been made as of the date of this Trust Deed or whether there is any outstanding indebtedness at the time of any future advances. Payments of all accrued interest on the then outstanding principal balance of the Note at 4 1/2% per cent above the index rate as hereafter defined, shall commence on the 21st day of May 1987 and continue on the 21st day of each month thereafter with a final payment of all principal and accrued interest due on April 17, 1992. The "Index Rate" of interest is a variable rate of interest and is defined in the Note as the announced prime rate of interest of Beverly Bank as determined on the first day of each month during the term hereof.

To secure the payment of the principal balance of and all interest due on the Promissory Note and performance of the agreements, terms and conditions of the Line of Credit Agreement, and for other good and valuable consideration, the Grantor does hereby grant, convey, mortgage, warrant and convey to the Trustee, its successors and assigns the following described real estate of Chicago, Cook County, Illinois: The West 100 feet of Lot Fifty Six (except the South 15 feet thereof)--(56) The South 9 feet of the West 100 feet of Lot Fifty Seven--(57) Block Three (3), in Washington Heights, according to the map thereof filed for record in the Recorder's Office of Cook County, Illinois, and situated in the West Half (1/2) of Section 8, Township 37 North, Range 14, East of the Third Principal Meridian.

TAX IDENTIFICATION NUMBER 25-08-306-080 AKA - 10043 S. Prospect, Chgo, Ill.

heraby releasing and waiving all rights under and by virtue of any homestead exemption laws, together with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof and all apparatus, equipment or articles now or hereafter located on the real estate and used to supply heat, gas, or conduction, water, light, power, refrigeration and ventilation, any of which are declared to be part of the real estate whether physically attached thereto or not (all of which property is hereafter referred to as the "Premises") to have and to hold the Premises in trust by the Trustee, its successors and assigns forever for the purposes and upon the uses and trusts set forth in this Trust Deed.

APPROVAL OF NO US YAY DEN ATTACHED. EMY PAGE AD

1. The Grantor agrees to: (1) promptly repair, test or rebuild any buildings or improve now or hereafter on the Premises which may be damaged or be destroyed; (2) keep said Premises in good condition and repair, without cost, and free from mechanical or other liens or claims which are not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien of charge on the Premises as set forth in the lien hereof; (4) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof; (5) refrain from making material alterations to said Premises except as required by law or municipal ordinance; (6) pay before any penalty attaches all general taxes, and pay special taxes, applicable assessments, water charges, sewer service charges, and other charges against the Premises when due; and upon written request, to furnish to Trustee or to holder of the Note duplicate receipts therefor; (7) pay in full under protest in the manner provided by statute any tax or assessment which Grantor may desire to contest; and (8) keep all buildings and improvements now or hereafter situated on said Premises insured against loss or damage by fire or other casualty under policies at minimum the full replacement cost in an amount sufficient to pay in full all indebtedness secured hereby, and all prior liens all in compliance satisfactory to the holder of the Note, under insurance policies payable in case of loss or damage to a mortgagee which has a prior lien of any and then to Trustee for the benefit of the holder of the Note such rights to be evidenced by the standard mortgage clause to be attached to each policy.

2. At the option of the holder of the Note and without further notice to Grantor, all or part indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become due and payable (a) after the date on which any payment of principal or interest is due and is unpaid or (b) if any of the default occurs in the performance or observance of any term, agreement or condition contained in the Note, in this Trust Deed or in the Line of Credit Agreement or in any other instrument which at any time evidences or secures the indebtedness secured hereby, or (c) upon the death of any party to the Note, Line of Credit Agreement or this Trust Deed, whether maker, endorser, guarantor, surety or accommodation party, or (d) if any party liable on the Note, whether as maker, endorser, guarantor, surety or accommodation party shall make an assignment for the benefit of creditors, or if a receiver of any such party's property shall be appointed, or if a petition in bankruptcy or other similar proceeding under any law for relief of debtors shall be filed by or against any such party and if filed against the party shall not be released within sixty (60) days, or (e) if any statement, application or agreement made or furnished to Beverly Bank now or from time to time by Grantor is false or in effect a material misstatement.

3. The Trustee or the holder of the Note may, but need not, make any payment or performance to be paid or performed by Grantor and may, but need not, make full or partial payments of principal or interest in prior circumstances, if any, and purchase, discharge, extinguish, or satisfy any tax lien or other prior lien or claim thereon, or foreclose from any tax sale or forfeiture affecting the Premises or consent to any tax or assessment upon the failure of Grantor to do so. Advances and for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Trustee or the holder of the Note to protect the Premises and the lien hereof, shall be additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate per annum set forth in the Note. Inaction of Trustee or holder of the Note shall never be considered as a waiver of any right relating to the enforcement of any of the provisions of this paragraph. It is hereby agreed that upon foreclosure, whether or not there is a deficiency upon the sale of the Premises, the holder of the certificate of sale shall be entitled to any insurance proceeds disbursed in connection with the Premises. The Trustee or the holder of the Note hereby authorized making any payment hereby authorized to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or bills or claim thereon.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the holder of the Note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and added as additional indebtedness in the deficiency sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holder of the Note for reasonable attorneys' fees, Trustee's fees, appraiser's fees, or fees for documentary and expert witness, stenographic charges, publication costs and other costs which may be estimated as to items to be expended after entry of the decree of the foreclosure sale. The holder of the certificate of sale shall be entitled to any insurance proceeds disbursed in connection with the Premises. The Trustee or the holder of the Note may, but need not, make any payment hereby authorized to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or bills or claim thereon.

5. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any surplus to Grantor, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the Court in which such bill is filed may appoint a receiver of said Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons if any liable for the payment of the indebtedness secured hereby, and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Grantor, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or convenient for such care for the protection, possession, control, management and operation of the Premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree for foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

7. The Trust Deed is given to secure all of Grantor's obligations under both the heretofore described Note and also Line of Credit Agreement executed by Grantor contemporaneously herewith. All the terms of said Note and Line of Credit Agreement are hereby incorporated by reference herein.

8. The proceeds of any award or claim for damages, if any, or consequential in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Trustee or the holder of the Note, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Trust Deed. Grantor agrees to execute such further documents as may be required by the condemnation authority to effectuate this paragraph. Trustee is hereby irrevocably authorized to apply or release such moneys received or make settlement for such moneys in the same manner and with the same effect as provided in this Trust Deed for disposition or settlement of proceeds of hazard insurance. No settlement for condemnation damages shall be made without Trustee's and the Holder's of the Note consenting to same.

9. Extension of the time for payment, acceptance by Trustee or the holder of the Note of payments other than according to the terms of the Note, modification in payment terms of the sums secured by this Trust Deed granted by Trustee to any successor in interest of Grantor, or the waiver or failure to exercise any right granted hereon shall not operate to release, in any manner, the liability of the original Grantor. Grantor's successors in interest or any guarantor or surety thereof, Trustee or the holder of the Note shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by said party. Any such waiver shall apply only to the extent specifically set forth in the writing. A waiver as to one event shall not be construed as continuing or as a waiver as to any other event. The procurement of insurance or the payment of taxes, other liens or charges by Trustee or holder of the Note shall not be a waiver of Trustee's right as otherwise provided in this Trust Deed or accelerate the maturity of the indebtedness secured by this Trust Deed in the event of Grantor's default under this Trust Deed.

10. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors, heirs, legal heirs, devisees and assigns of Trustee and Grantor. All covenants and agreements of Grantor (or Grantor's successors, heirs, legal heirs, devisees and assigns) shall be joint and several. Any Grantor who co-signs this Trust Deed, but does not execute the Note, (a) is co-signing this Trust Deed only to accumbent that Grantor's interest in the Premises under the lien and terms of this Trust Deed and to

3609626

release homestead rights, if any, (b) is not personally liable on the Note or under this Trust Deed, and (c) agrees that trustee and holder of the Note and any other Grantor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Trust Deed or the Note without that Grantor's consent and without releasing that Grantor or modifying this Trust Deed or the Note in any way.

UNOFFICIAL COPY

11. Trustee has no duty to examine the title, location, existence or condition of the Premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

12. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the Note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry.

13. Trustee or the holders of the Note shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose. 14. Trustee may resign by instrument in writing filed in the Office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the Premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. The Note secured hereby is not reasonable and is immediately due and payable in full upon transfer of title or any interest in the premises given as security for the Note as referenced above, or transfer or assignment of the Beneficial Interest of the Land Trust executing this Trust Deed. In addition, if the premises is sold under Article of Agreement for Deed by the present title holder or any beneficiary of a title holding Trust, all sums due and owing hereunder shall become immediately due and payable.

16. Any provision of this Trust Deed which is unenforceable or is invalid or contrary to the law of Illinois or the inclusion of which would affect the validity, legality or enforcement of this Trust Deed, shall be of no effect, and in such case all the remaining terms and provisions of this Trust Deed shall subsist and be fully effective the same as though no such invalid portion had ever been included herein.

17. If this Trust Deed is executed by a Trust, it shall be executed by the Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by Trustee and the Holder of the Note herein and by every person who or hereafter claiming any right or security hereunder that nothing contained herein or in the Note

secured by this Trust Deed shall be construed as creating any liability on the part of the Trustee or the Holder of the Note or any interest that may accrue thereon or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability if any being expressly waived, and that any recovery on this Trust Deed and the Note secured hereby shall be solely against and out of the Premises hereby conveyed by enforcement of the provisions hereof and of said Note, and that this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note.

IN WITNESS WHEREOF, Grantor(s) has/have executed this Trust Deed

Beverly Bank

Beverly Bank

Individuals

Individual Grantor

Individual Grantor

Date

Date

Individual Grantor

Individual Grantor

Date

Date

Trust

not personally but as Trustee aforesaid

ATTEST:

By: Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

Thomas J. Leonard & Adele M. Leonard his wife

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his 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 official seal, this 17th day of April 1987

Heather J. Robinson
Notary Public

My Commission Expires

March 31 1990

STATE OF ILLINOIS)
COUNTY OF) SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that

President of and Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such President and Secretary respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth, and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 17th day of April 1987

Notified Address
D-110
1357 W. 103RD ST.
CHICAGO, ILL. 60643

BOX 90

3609626

3609626

This instrument was prepared by and please mail to:
James P. Michalek, 1357 W. 103rd St., Chicago
(Name and Address)

3609626

BEVERLY BANK
1357 W. 103RD ST.
CHICAGO, ILL. 60643

Widener

Recorder from ILLIANA FINANCIAL, INC.