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FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois } ss.
County of Cook }

Bernie S. Johnson being duly sworn, upon oath states that he
is 63 years of age and

1. has never been married

2. the widow(er) of _____

3. married to Lorraine Johnson

said marriage having taken place on

Cathleen Wiss - 8-7-1948

4. divorced from _____

date of decree _____

case _____

county & state _____

Affiant further states that His social security number is 398-14-1676 and that there
are no United States Tax Liens against H.I.J.

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
1964	8-24-87	503 Hillside Dr	Stevenson	ILL 60110-7

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
1985	Aug 1987	Production MANAGER	RILEY'S Convenience store	Morton Grove ILL

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 29th day of August, 1987

Nancy A. Knudson

Nancy A. Knudson, Notary Public
Cook County, State of Illinois
My Commission Expires Feb. 3, 1990

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TAX

MORTGAGE NUMBER

155826

1

TORRENS

MORTGAGE

August 29, 1987

3648444

503 Hillside Dr.
Property Address

Streamwood

IL

60107

Zip Code

Benjamin S. Johnson and Virginia M. Johnson Husband and Wife
Borrower(s)

Borrower(s) address if different from Property address

Travelers Mortgage Services, Inc. 1S 660 Midwest Rd. Suite 200
Lender

Lender address

Oakbrook Terrace, IL 60181

PRINCIPAL BALANCE
(the amount you borrowed)

U.S. \$

17,934.25

PAYMENT AMOUNTS AND TIMES
(your monthly payments)First Payment
U.S. \$Other Payments
U.S. \$First Payment
DateFinal Payment
Date

385.91

385.91

10/03/87

9/03/92

NOTE IDENTIFIED
BY ATTORNEY
PRIVATE OR PRO
SECURED BY
DEED OF TRUST

THIS MORTGAGE is made today between the Borrower, of the name and address shown above (herein "Borrower"), and the Lender shown above, a corporation organized and existing under the laws of New Jersey with an address shown above (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the amount of the Principal Balance shown above, which indebtedness is evidenced by Borrower's note dated the same date as this Mortgage and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on the Final Payment date shown above.

TO SECURE to Lender the payment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property which has the address shown above (herein "Property Address"):

1756 Woodland Heights Unit 3, Streamwood, IL 60107

Property Tax Index Number: 06-23-206-012-7-8-1
AKI 503 Hillside Dr. Streamwood, IL

Lot 1256 in Woodland Heights Unit 3, being a Subdivision in Section 23, Township 41 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded July 14, 1960 as Document Number 1931799, in Cook County, Illinois.

THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

Nancy Knudson

Travelers Mortgage Services, Inc. Terrace Oaks One, 1S660 Midwest Road, Oakbrook Terrace, Illinois 60181.

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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667 SEP -2 1978 33
HAPPY BIRTHDAY TO YOU!!

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STATE OF ILLINOIS
Cook County

I, Bernard Martin S. Johnson, Notary Public in and for said County and State, do
personally know to me to be the same person(s) whose name(s) Are
appended before me this day in person, and acknowledge that The Y. signed and delivered the said instrument
free voluntarily, for the uses and purposes thereintended for which.
Given under my hand and official seal, this 29th day of August 19
Notary Public
Nancy A. Knudsen

My Commission expires:
March 3, 1990
Cook County, State of Illinois
One Terraces Oaks Building
Suite 200
1 S. 660 Midway Road
Oakbrook Terrace, IL 60181

(Space Below This Line Reserved For Lawyer and Recorder)

IN WITNESS WHEREOF, Borrower, has executed this Mortgage.

Borrower and Lender request that holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to Lender, at Lender's address set forth on page one of this Mortgage, or any Borrower under the Superior Encumbrance and of any sale or other foreclosure action.

MORTGAGES OR DEEDS OF TRUST
AND FORECLOSURE UNDER SUPERIOR
REQUEST FOR NOTICE OF DEFAULT

20. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this Mortgage without charge to Borrower.

21. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property.

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10. Borrower Not Released; Forbearance By Lender. No Waiver or Non-enforcement of the time for payment or modification or amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or to Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

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vided that Lessee under shall give Borrower notice prior to any such inspection specifying reasonable times upon and inspections of the property; provided further, that Lessee's failure to do so within the time specified by Borrower shall not affect the validity of any inspection made.

Noting the difficulties such anomalies can cause to the model's results, Lechner et al. (1999) argue that the model's predictions are not necessarily useful for policy purposes.

Any amounts disbursed by Lender pursuant to this Paragraph 7, with interests therein, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, which may include, but not be limited to, prepayment, payment in installments, or otherwise, the principal amount of any such additional indebtedness shall be due and payable on the date of maturity of the Note.

Model law such insurance in effect until such time as the requirements for such insurance terminates in accordance with
Borrower's and Lender's written agreement or applicable law.

7. Protection of Lenders' Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interests in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appropriate sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interests. If Lender recovers money judgment against Borrower, Lender shall pay the premiums required to insure the loan secured by this Mortgage.

covenants creating or governing the condominium or planned unit development, che by-laws and regulations of the con-

6. **Guarantor and Mortgagor's Liabilities:** Creditors shall be entitled to sue either of them or both of them for the sum secured by this Mortgage.

This notice is mailed by Lennder to collect and apply the insurance proceeds at Lennder's option either to reduce or to repay all or part of the Prop-
erty Damage Insurance Policy.

If the Project is abandoned by Borrower, or if Borrower fails to respond to Lien notices within 30 days from the date project or loss is not made completely by Borrower.

Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreements with a lien which has priority over this Mortgage.

The insurance carrier providing the insurance shall be chosen by Leander; provided, however, that no such carrier shall be chosen unless it has been recommended by the City Manager.

Insured aggregate losses by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender requires.

and leasehold payments or ground rents, if any.

including Borrower's covenants to make payments when due, Borrower shall pay or cause to be paid all taxes, assessments and other charges and impositions affecting his property over which may attach, and all other charges, fees and expenses of attorney and otherwise incurred by him in connection with this mortgage, including his attorney's fees and expenses, and all costs and expenses of collection, including reasonable attorney's fees and expenses, and all costs and expenses of defense in any action or proceeding to foreclose this mortgage or to collect any amount due hereunder, and all costs and expenses of any kind or nature incurred by him in connection with the preparation, execution, delivery, recording, registration, or filing of this mortgage or any instrument or documents relating thereto.

motorpower under paragraph 2 hereof, when to enter or leave the port of the United States, and then to the principles of time rates.

3. Application of Payments: Unless applicable law provides otherwise, all payments received by Lender first in payment of amounts payable to Lender by the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by the Note and paragraphs 1 and 2 hereof.

Lender shall apply, no later than, immediately prior to the sale of its Property by Lender, any funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

Upon payment in full of all sums received by this Mortgagee, Lender shall promptly refund to Borrower any funds held by Lender. If under Paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender,

due. Borrower shall, or, to Lender any amounts necessary to make up the deficiency in one or more payments as Lender may require.

either promptly or afraid to borrower or creditee to pay taxes, assessments, insurance premiums and ground rents as they fall

the due dates of taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said

Funds are pledged as additional security for the sums received by this mortgagee.

Borrower 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

any agreement at the time of execution of this Mortgage shall be governed by the laws of the State of New York and the parties hereto hereby consent to the jurisdiction of the Courts of the State of New York in any action or proceeding relating to this instrument.

and applying the Funds, analyzing said account or verifying said compounding and assessments and bills, unless less than one hundred and fifty days after the date of the statement, may sue thereon for any amount due him.

"**11. Remedies** - **(a)** A party aggrieved by a final or state agency finding under this section may file a complaint in the circuit court of the county where the violation occurred or in the circuit court of the county where the party resides.

of funds to lend to the extent that portfolio manager makes such payments to the holder or a prior mortgagee or lessor of trust if such holder is an institutional lender.

Basis of assessments and mortgagelinks, as well as reasonable estimates thereon, Borrower shall not be obligated to make such payments

units development assessments, if any) which may affect premium rates for hazard insurance, plus one-twelfth of yearly premium in any, plus one-twelfth of yearly premium in case of any accident, plus one-twelfth of yearly premium in any, plus one-twelfth of yearly premium in case of any accident.

Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full.

2. Funds for Taxes and Liabilities. Subject to applicable law or a written waiver by Lender, Borrower shall pay to depositaries evidenced by this Note and late charges as provided in the Note.

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