

FEDERAL TAX LIEN AFFIDAVIT
 UNOFFICIAL COPY 3 2

State of Illinois }
 County of Cook }

CHARLES R SMITH being duly sworn, upon oath states that he

is 40 years of age and

1. has never been married

2. the widow(er) of _____

3. married to PAMELA J. SMITH

said marriage having taken place on
JANUARY 23, 1971

4. divorced from _____

date of decree _____

case _____

county & state _____

Affiant further states that HIS social security number is 329-38-1999 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
JAN. 1973	PRESENT	366 S. SCHUM	LANSING	ILLINOIS

Affiant further states that during the last 10 years, affiant has had the following occupations and business addresses and none other:

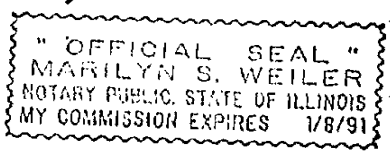
FROM (DATE)	TO (DATE)	OCCUPATION	EMPLOYER	ADDRESS (STREET NO.) CITY STATE
JUNE 1969	PRESENT	MANAGER-ENGINEER	US STEEL	1 N. BROADWAY GREEN INDIANA

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.

SIGNATURE

Subscribed and sworn to me this THIRD day of SEPTEMBER, 1987

Marilyn S. Weiler



UNOFFICIAL COPY

Property of Cook County Clerk's Office

Form with multiple sections, including a table with columns for 'STATE' and 'COUNTY'. The form contains faint, mostly illegible text and lines for data entry.

FEDERAL TAX LIEN AFFIDAVIT
 UNOFFICIAL COPY

PLEASE PRINT OR TYPE 8 3 0 2 7 1 3 2

State of Illinois }
 County of Cook } ss.

PAMELA SMITH being duly sworn, upon oath states that she

is 37 years of age and

1. has never been married

2. the widow(er) of _____

3. married to Charles R. Smith

said marriage having taken place on January 23, 1971

4. divorced from _____

date of decree _____

case _____

county & state _____

Affiant further states that her social security number is 323-44-4804 and that there are no United States Tax Liens against her.

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
Jan. 1973		3365 So. Schultz	LAUSING	ILLINOIS

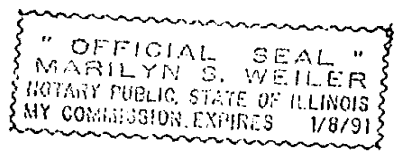
Affiant further states that during the last 10 years, affiant has had the following occupations and business addresses and none other:

FROM (DATE)	TO (DATE)	OCCUPATION	EMPLOYER	ADDRESS (STREET NO.) CITY STATE
June 1983	Present	Teacher	School DIST 158	5721 Ridge Road LAUSING, IL
1977	1983	Housewife		3365 S SCHULTZ LAUSING, 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.

Subscribed and sworn to me this third day of September, 1987

PAMELA J. SMITH
Marilyn S. Weiler



UNOFFICIAL COPY

Property of Cook County Clerk's Office

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TRUST DEED
SECOND MORTGAGE (ILLINOIS)

0 3 2 1 3 2

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

3657132

THIS INDENTURE WITNESSETH, That CHARLES R. SMITH and PAMELA J. SMITH, his wife

(hereinafter called the Grantor), of

3365 S. Schultz Drive, Lansing, Illinois 60438

(No. and Street)

(City)

(State)

for and in consideration of the sum of FORTY SEVEN THOUSAND AND NO/100-----(\$47,000.00)----- Dollars

in hand paid, CONVEY AND WARRANT to

Bank of Lansing, Trustee

of 3115 Ridge Road, Lansing, Illinois

(No. and Street)

(City)

(State)

as Trustee, and to his successors in trust hereinafter named, 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 County of Cook and State of Illinois, to-wit:

Above Space For Recorder's Use Only

In Schultz Park being a Subdivision in the South Half (1/2) of the Southwest Quarter (1/4) of Section 32, Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof filed for record in the Recorder's Office of Cook County, Illinois, June 1, 1927, as Document Number 9670668.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number (s): 30-32-327-006-0000

7JOM

Address(es) of premises: 3365 S. Schultz Drive - Lansing, IL 60438

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted upon one principal promissory note bearing even date herewith, payable

to the order of Bank of Lansing Trustee, in the Total Amount of FORTY SEVEN THOUSAND AND 00/100-----(\$47,000.00)----- DOLLARS, Payable on the 11th day of August, 1988 with interest due quarterly commencing on November 11, 1987, at a rate of 10.50%

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon 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 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 to be 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 to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the first Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, 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 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 agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 10.50 percent 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 earned 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 10.50 percent 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, outlays 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 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 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 any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to 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 CHARLES R. SMITH AND PAMELA J. SMITH, his wife

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

Timothy J. Evans 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 of 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.

This trust deed is subject to

Witness the hand and seal of the Grantor this 17th day of August, 1987.

Charles R. Smith (SEAL)
Charles R. Smith

Please print or type name(s) below signature(s)

Pamela J. Smith (SEAL)
Pamela J. Smith

This instrument was prepared by Cathy L. Gouwens, Bank of Lansing, 3115 Ridge Road, Lansing, IL 60438 (NAME AND ADDRESS)

NOTE IDENTIFIED

AFFIDAVIT OF NO U.S. TAX LIEN ATTACHED.

3657132

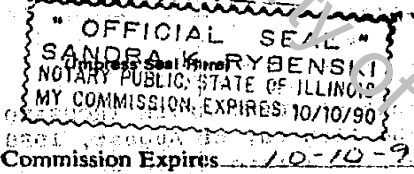
UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CHARLES R. SMITH AND PAMELA J. SMITH, his wife

personally known to me to be the same persons whose names 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 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 official seal this 17th day of August, 19 87



Sandra K. Rybenski
Notary Public

COOK COUNTY CLERK'S OFFICE

IN DUPLICATE

BOX No
SECOND MORTGAGE
Trust Deed
3657132
3657132

TO
HARRY BUSBY JOURNAL
REGISTER OF TITLES
100 OCT 9 AM 11:00
ADDRESS
COUNTY

MAIL TO:
BANK OF LANSING
3115 RIDGE ROAD
LANSING, IL 60438

GEORGE E. COLE
LEGAL FORMS