

# UNOFFICIAL COPY

## FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois } ss.  
County of Cook }

JAMES W. PATTERSON being duly sworn, upon oath states that HE

is 64 years of age and

- 1.  has never been married
- 2.  the widow(er) of \_\_\_\_\_

3.  married to MARY H. PATTERSON

said marriage having taken place on 1/11/53

4.  divorced from \_\_\_\_\_

date of decree \_\_\_\_\_

case \_\_\_\_\_

county & state \_\_\_\_\_

Affiant further states that HIS social security number is 349-16-1819 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
1964	PRESENT	8740 S. KENWOOD	CHICAGO	ILL 60619

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)
1977	4/30/87	TICKET AGENT	C.T.A.	CHICAGO, 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.

*x James W. Patterson*

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 1987

*Charles F. Olson*  
My commission expires 8/12/88

34-55212

This Indenture, WITNESSETH, That the Grantor *JAMES W. PATTERSON & MARY H. PATTERSON, his wife*

of the CITY of CHICAGO County of COOK and State of ILLINOIS  
for and in consideration of the sum of FIFTEEN THOUSAND EIGHT HUNDRED EIGHTY THREE & 54/100 Dollars  
in hand paid, CONVEY AND WARRANT to DENNIS S. KANARA, Trustee  
of the City of Chicago County of Cook and State of Illinois  
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, gas and plumbing apparatus and fixtures, and every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated in the CITY of CHICAGO County of COOK and State of Illinois, to-wit:

LOT 25 IN BLOCK 7 IN E. B. SHOGREN AND COMPANY'S SECOND ADDITION TO AVALON PARK, BEING A RESUBDIVISION OF LOTS 170-174 INCLUSIVE IN BLOCK 7 OF PICKLES PARK, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 14, EAST 11TH STREET, CHICAGO, ILLINOIS, OCCASIONALLY KNOWN AS 8240 S. KENWOOD - CHICAGO, ILL.

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 *JAMES W. PATTERSON, MARY H. PATTERSON, his wife*  
justly indebted upon one retail installment contract bearing even date herewith, providing for 84 installments of principal and interest in the amount of \$ 1731.33 each until paid in full, payable to

A ACTION BUILDERS  
ASSIGNED TO LAKEVIEW BANK

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, in and in accordance with the terms and conditions of the notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June 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 as to the 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 grantor 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 first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be held and remain with the said 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; (7) in the event of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the holder of the said indebtedness may procure such insurance, or pay such taxes or assessments, or discharge or purchase any 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 seven per cent, per annum, shall be so much additional indebtedness secured hereby; (8) in the event of a breach of any of the above said 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 seven per cent, per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all said indebtedness had then matured by express terms; (9) It is Agreed by the grantor that all expenses and disbursements of the holder of the first mortgage in connection with the foreclosure of said indebtedness, including reasonable solicitor fees, outlays for documentary evidence, stamp paper charges, cost of proceeding, or completing abstract showing the whole title of said premises, including foreclosure decree, shall be paid by the grantor, and the like expenses and disbursements, as aforesaid, by any suit or proceeding wherein the grantor or any holder of any lien on 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 first paid 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 a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor fees, have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, waives all right to the possession of said premises, including such foreclosure proceedings, and agrees that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed may, at once, and without notice to the said grantor, or to any party claiming under said grantor, appoint a receiver to take possession of said premises with power to collect the rents, issues and profits of the said premises.

In the event of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then Thomas F. Bussey 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 above said covenants and agreements are performed the grantor or his successor in trust, shall release and premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 15th day of September A. D. 19 87  
*James W. Patterson* (SEAL)  
*Mary Patterson* (SEAL)

0017553 Pm.1  
Follow Register GF 938148 R  
for date of 1st winter Emg

3693021

UNOFFICIAL COPY

Bar No. 144

# Trust Book

3693021

3693021

DENNIS S. KANARA, Trustee

*James & Mary Patterson  
100 West Madison  
Chicago, IL 60601*

THIS INSTRUMENT WAS PREPARED BY:

*James & Mary Patterson  
100 West Madison  
Chicago, IL 60601*

938148  
DUPLICATE

3693021

Address

Proprietary

Deliver to

Address

3693021

Deliver to

Address

3693021

COMMUNITY TRUST CO. OF ILLINOIS  
100 WEST MADISON  
CHICAGO, ILLINOIS 60601  
BOX 97

Property of Cook County Clerk's Office

A 17553

A0017553

I, **OLIVIA F. O'HARA JR**  
 a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
**JAMES W. PATTERSON & MARY H. PATTERSON, HIS WIFE**  
 personally known to me to be the same person whose name  
 subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument  
 in full, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  
 Witness my hand and Notarial Seal, this **12th** day of **April**, 19**88**.

*Olivia F. O'Hara Jr.*  
 Notary Public  
 my commission expires 8/12/88