

UNOFFICIAL COPY

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FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois }
County of Cook } ss.

THOMAS W. RAINEY

being duly sworn, upon oath states that he

is 29 years of age and

1. has never been married

2. the widow(er) of _____

3. married to BRENDA D. RAINEY

• said marriage having taken place on

6-4-77

4. divorced from _____

date of decree _____

case _____

county & state _____

Affiant further states that his social security number is 353-52-7877 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:

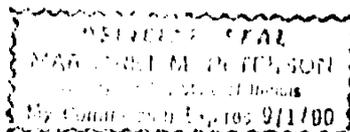
FROM (DATE)	TO (DATE)	STREET NO.	CITY	STATE
1987	Present	204 Mayfield,	Streamwood	Illinois
1983	1987	906 Ridge Sq.,	Elk Grove Village,	Illinois
1981	1983	Algonquin Rd.,	Rolling Meadows,	Illinois
1978	1981	7324 W. Devon	Chicago	Illinois.

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

FROM (DATE)	TO (DATE)	OCCUPATION	EMPLOYER	ADDRESS (STREET NO.) CITY STATE
1987	Present	Owner	T & B Heating	204 Mayfield, Streamwood,
1975	1987	Laborer	Cascade Heating	Chicago, 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 6th day of April, 1988



This Indenture, WITNESSETH, That the Grantor THOMAS W. RAINEY AND BREND A D. RAINEY, HIS WIFE

of the VILLAGE of STREAMWOOD County of COOK and State of ILLINOIS for and in consideration of the sum of FIVE THOUSAND AND NO/100 Dollars in hand paid, CONVEY AND WARRANT to ROBERT E. NOWICKI, 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 VILLAGE of STREAMWOOD County of COOK and State of Illinois, to-wit:

That part of LOT SIXTEEN HUNDRED THIRTY THREE (1633) in Woodland Heights Unit Four, (hereinafter described), falling within Section 23, Township 41 North, Range 9, East of the Third Principal Meridian, in Woodland Heights Unit Four, being a Subdivision in Sections 23 and 24, Township 41 North, Range 9, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on July 14, 1960 as Document Number 1031799,

PROP. ADDRESS: 204 Mayfield, Streamwood, Illinois P.I.N. 06-23-216-037

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 Grantors THOMAS W. RAINEY AND BREND A D. RAINEY, his wife, justly indebted upon their one principal promissory note bearing even date herewith, payable to NORTHWEST NATIONAL BANK OF CHICAGO,

payable in 24 successive monthly installments each of \$237.75 due on the note commencing on the 10th day of May 19 88 and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

This Grantors covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said 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 waste on 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 first, to the Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be out 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.

In the Event of failure 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 grantors agree to repay immediately without demand, and the same with interest at the rate from the date of payment at seven per cent, 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 accrued 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 of said indebtedness had then matured by express terms. If it is assumed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitor fees, outlays for documentary evidence, stenographer's charges, cost of procuring 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 incurred 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 annulled, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, his said grantor, his heirs, executors, administrators and assigns of said grantor waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree 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 or charge 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 Ronald Wood 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 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.

Witness the hand and seal of the grantor this 6th day of APRIL A. D. 19 88

Thomas W. Rainey (SEAL)

Brenda D. Rainey (SEAL)

(SEAL)

(SEAL)

NOTE IDENTIFIED

AFFIDAVIT OF NO U.S. TAX LIEN ATTACHED

3703005

1434250
IN DUPLICATE

RECORDED IN 1988 MAR 26 ON 30 TRACER
Box No. 246

Trust Deed

THOMAS W. RAINEX AND
BRENDA D. RAINEX, HIS WIFE
TO
ROBERT E. NOWICKI, Trustee

THIS INSTRUMENT WAS PREPARED BY:

DENNIS TONGE

NORTHWEST NATIONAL BANK OF CHICAGO
3085 MILWAUKEE AVE. CHICAGO IL 60641

Subscribed 3/27/88

Address

Deliver

Deed

Add: 783005

Del

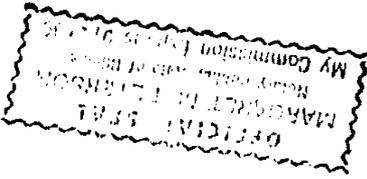
Deed

Address

Notified

Stack

Property of Cook County Clerk's Office



Witness under my hand and Notarial Seal, this 19th day of April A. D. 1988

Margaret E. Johnson
Notary Public

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that THOMAS W. RAINEX AND BRENDA D. RAINEX, HIS WIFE, personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the Y signed, sealed and delivered the said instrument to me, the above and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

State of Illinois }
County of Cook }