

UNOFFICIAL COPY

FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois }
County of Cook }

Arthur E. Brown being duly sworn, upon oath states that he

is 37 years of age and

1. has never been married
2. the widow(er) of _____

3. married to DIANA BROWN

said marriage having taken place on
1975

4. divorced from _____

date of decree _____

case _____

county & state _____

Affiant further states that _____ social security number is 338 42-6027 and that there are no United States Tax Liens against _____.

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>1986</u>	<u>1988</u>	<u>130 LONG</u>	<u>CHICAGO</u>	<u>ILL</u>
<u>1976</u>	<u>1986</u>	<u>126 LONG</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>1979</u>	<u>1988</u>	<u>Security Guard</u>	<u>Chicago TRANS Industry</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 1 day of Sept, 1988

Arthur E. Brown
Arthur E. Brown

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FORM 4004 (11)

Subscribed and sworn to me this 1 day of Sept 1988
Arthur Brown

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.

FROM (DATE)	1978	TO (DATE)	1988	EMPLOYER	J. Clerk	ADDRESS (CITY AND STATE)	Hammers
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Affiant further states that during the last 10 years, affiant has had the following occupation and business addresses and none other:

FROM (DATE)	1978	TO (DATE)	1985	STREET NO.	132 1/2 W. Chicago	CITY	Ill.
FROM (DATE)	1978	TO (DATE)	1986	STREET NO.	126 W. Chicago	CITY	Ill.

Affiant further states that during the last 10 years, affiant has resided at the following address and none other:

Affiant further states that Arthur Brown is the sole party number is 328-46-0875 and that there are no United States Tax Liens against Arthur Brown

_____ date of decree
 _____ case
 _____ county & state

4. divorced from _____

3. married to Arthur Brown 1975
 sold marriage having taken place on _____

2. the widow(er) of _____

1. has never been married _____ years of age and

being duly sworn, upon each states that Arthur Brown

State of Illinois }
 County of Cook } ss.

FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

~~0 5 7 5 4 1 0 0~~

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3736759

FHA Case No.

131:5481103-703 / 203B
LOAN #00048916 (0093)

State of Illinois

Mortgage

This Indenture, made this 1ST day of SEPTEMBER, 19 88, between

ARTHUR E. BROWN
DIANA BROWN, HUSBAND AND WIFE

, Mortgagor, and

WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION

a corporation organized and existing under the laws of THE STATE OF COLORADO, Mortgagee.

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of

FIFTY EIGHT THOUSAND SIX HUNDRED FORTY SEVEN AND 00/100

Dollars (\$ 58,647.00) payable with interest at the rate of ELEVEN per centum (11.000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 14707 EAST SECOND AVENUE

AURORA, CO 80011

, or at such

other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of

FIVE HUNDRED FIFTY EIGHT AND 51/100

Dollars (\$ 558.51), on the first

day of OCTOBER, 19 88, and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of

SEPTEMBER, 2018.

Now, Therefore, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents Mortgage and Warrant unto the Mortgagee, its successors or assigns, the following described Real Estate situated, lying and being in the county of

COOK and the State of Illinois to wit:

THE NORTH 17 FEET OF LOT THIRTY-EIGHT (38) AND LOT THIRTY-NINE (EXCEPT THE NORTH 10 FEET THEREOF) (39) IN BLOCK ONE (1) IN EDWARD T. MCGAN'S WEST CHICAGO AVENUE ADDITION IN THE SOUTHEAST QUARTER (1/4) OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 16-03-427-008

ALSO KNOWN AS:
835 NORTH TRIPP
CHICAGO, ILLINOIS 60651

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

This form is used in connection with mortgages insured under the one- to four family programs of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (j)) in accordance with the regulations for those programs.

MA0473-DM 8:87

Page 1 of 4

HUB-92116M.1 (8-88 Edition)

Previous edition may be used until supplies are exhausted

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That He Will Keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made heretofore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereon shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee in event of loss Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made

And as Additional Security for the payment of the indebtedness aforesaid the Mortgagee does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described

under said note graph as a credit against the amount of principal then remaining unpaid the funds accumulated under subsection (a) of the preceding paragraph at the time the property is otherwise acquired, the balance then remaining in the hands of the Mortgagee shall apply at the time of the commencement of such proceedings or at the time the Mortgagee acquires the property otherwise after default, the Mortgagee shall acquire the proceeds of the premises covered hereby, or if the Mortgagee be a default under any of the provisions of this mortgage resulting in a foreclosure of the mortgage (a) of the preceding paragraph. If there shall be any amount of such indebtedness, credit to the account of the Mortgagee or any balance remaining in the funds accumulated under the provisions of such indebtedness, credit to the account of the Mortgagee shall be sufficient to pay ground rents, taxes, and assessments, or not be sufficient to pay ground rents, taxes, and assessments, or for the proper preservation thereof, and any monies so paid or expended shall become so much additional indebtedness, to be paid by the Mortgagee, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagee

It the total of the payments made by the Mortgagee under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or if the loan is current, at the option of the Mortgagee, shall be credited on subsequent payments to be made by the Mortgagee, or returned to the Mortgagee. If, however, the monthly payments made by the Mortgagee under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or for the proper preservation thereof, and any monies so paid or expended shall become so much additional indebtedness, to be paid by the Mortgagee, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagee

(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagee each month in a single payment to be applied by the Mortgagee to the following items in the order set forth: (i) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums; (ii) interest on the note secured hereby; (iii) amortization of the principal of the said note, and (iv) late charges

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor to the date when such ground rents, premiums, taxes and assessments will become due, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagee will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

That principal is reserved to pay the debt, in whole or in part, on any installment due date

And the said Mortgagee further covenants and agrees as follows:

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or lien upon or against the premises described herein or any part thereof or the improvement situated thereon, so long as the Mortgagee shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument, or of any lien or mechanics' lien or material man's lien to attach to said premises, to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situated, upon the Mortgagee on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

And Said Mortgagee covenants and agrees

To Have and to Hold the above described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois, which said rights and benefits to said Mortgagee does hereby expressly release and waive

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FHA CASE# 131-481103-703 - 203B
LOAN #00048916 (0093)

FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 1ST day of SEPTEMBER 19 88, amends the
Mortgage/Deed of Trust of even date by and between

ARTHUR E. BROWN
DIANA BROWN, HUSBAND AND WIFE

, hereafter referred to as Mortgagor/Grantor, and

WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION

, hereafter referred to as Mortgagee or Holder of the Note, as follows:

The mortgagee or holder of the note shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by the mortgage/deed of trust to be immediately due and payable if all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law)

by the mortgagor/grantor, pursuant to a contract of sale executed not later than 12 months after the

date on which the mortgage/deed of trust is endorsed for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF,

ARTHUR E. BROWN
DIANA BROWN, HUSBAND AND WIFE

HAVE set THEIR hands(s) and seal(s) the day and year first aforesaid.

Arthur E. Brown [Seal]
ARTHUR E. BROWN

Diana Brown [Seal]
DIANA BROWN

_____ [Seal]

_____ [Seal]

Signed, sealed and delivered
in the presence of

Arthur E. Brown

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tion of the property

insurance, and other losses necessary for the protection and preservation of the property... And in the Event that the whole or said debt is declared to be due...

In the Event of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof...

for insurance under the National Housing Act is due to the Mortgagee... date of this mortgage, declining to insure said note and this mortgage...

SIXTY

from the date hereof (within statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development) filed subsequent to the...

SIXTY

The Mortgagee further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within...

that if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagee to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, without duty or cost.

promptly by Mortgagee, and each insurance company concerned hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged...

SEE ATTACHED ASSUMPTION RIDER

The Covenanta Herein Contained shall bind, and the benefits and advantages that hereinafter shall be provided hereunder, shall be binding upon the heirs, successors, assigns, executors, administrators, successors, and assigns of the parties hereto, and the mortgagee, and the mortgagee's heirs, successors, assigns, executors, administrators, successors, and assigns of the parties hereto.

It is Expressly Agreed that no action shall be brought for payment of the debt hereby secured hereunder by the Mortgagee to any successor in interest of the Mortgagee or shall operate to release, in any manner, the original liability of the Mortgagee.

And there shall be included in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree, (1) All the costs of such suit or sale, advertising, sale, and conveyance, including attorney's, solicitor's, and notary's fees, outlays for documentary evidence and cost of said abstract and examination of title, (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on each advance at the rate set forth in the note secured hereby, from the time each advance was made, (3) all the accrued interest remaining unpaid on the indebtedness hereby secured, and (4) all the unpaid principal money remaining unpaid. The proceeds of the proceeds of the sale shall then be paid to the Mortgagee.

And there shall be included in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree, (1) All the costs of such suit or sale, advertising, sale, and conveyance, including attorney's, solicitor's, and notary's fees, outlays for documentary evidence and cost of said abstract and examination of title, (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on each advance at the rate set forth in the note secured hereby, from the time each advance was made, (3) all the accrued interest remaining unpaid on the indebtedness hereby secured, and (4) all the unpaid principal money remaining unpaid. The proceeds of the proceeds of the sale shall then be paid to the Mortgagee.

And in Case of Foreclosure of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographer's fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure, and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorney or solicitor of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

And in Case of Foreclosure of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographer's fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure, and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorney or solicitor of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

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Witness the hand and seal of the Mortgagor, the day and year first written.

Arthur E. Brown

(Seal)

Diana Brown

(Seal)

ARTHUR E. BROWN

DIANA BROWN

(Seal)

(Seal)

State of Illinois

County of Cook

I, **THE UNDERSIGNED**, a notary public, in and for the county and State aforesaid, Do Hereby Certify That **ARTHUR E. BROWN AND DIANA BROWN, HIS WIFE**

and **ARE** his wife, personally known to me to be the same person whose name **THEY** 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 Notarial Seal this **1st** day of **SEPTEMBER**, A.D. 19 **88**

Arthur E. Brown
COMM EXP 3-19-89

Notary Public

Doc. No.

Filed for Record in the Recorder's Office of

County, Illinois, on the

day of

A.D. 19

at

o'clock

m., and duly recorded in Book

of

page

IN DUPLICATE

3736759

SEP -2 1988

PREPARED BY AND RETURN TO
WESTAMERICA MORTGAGE COMPANY
17 WEST 635 BUTTERFIELD ROAD, SUITE 140
OAKBROOK TERRACE, IL 60181

3736759

Submitted by
3736759

Promised

Deliver cert. to

Address

Deliver certificate to

Deed to

Address

Notaried

Page 15

ATTORNEYS' TITLE
GUARANTY FUND INC.
29 S. LASALLE 5th FLOOR
CHICAGO, IL 60603

MARTIN P. YRAWICZ
3 N. AVONDALE
CHICAGO, IL 60631 HUD-92116M.1