

# UNOFFICIAL COPY

03739073

## FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois  
County of Cook { ss.

Leroy B. Anderson  
is 51 years of age and

being duly sworn, upon oath states that \_\_\_\_\_

1.  has never been married2.  the widow(er) of \_\_\_\_\_3.  married to Dolores J. Anderson

said marriage having taken place on

5/4/63

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

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

case - \_\_\_\_\_

county &amp; state \_\_\_\_\_

Affiant further states that H.S. social security number is 347-28-5926 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 others:

FROM (DATE)	TO (DATE)	STREET NO.	CITY	STATE
1972	Present	1124 L EWIS	CHICAGO	ILL.

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	Present	Secretary	CITY CHICAGO	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.

Subscribed and sworn to me this \_\_\_\_\_



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1-4 FAMILY RIDER  
Assignment of Rents

801-2-00-1477-6

THIS 1-4 FAMILY RIDER is made this 10th day of September, 1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST FEDERAL SAVINGS OF HEGEWISCH, (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

11242 Irving Avenue, Chicago, Illinois, 60617.  
(Property Address)

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**B. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**C. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**D. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**E. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**F. ASSIGNMENT OF RENTS.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

**G. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

*X Long V Anderson* .....(Seal)  
.....  
*X Dolores J. Anderson* .....(Seal)  
.....  
*X Ronald J. Shore*  
*X Nancy M. Shore*

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(2)  
7174957-0  
JULY 4 2003

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NOTE IDENTIFIED

3739073

8-01-2-00-1477-6

[Space Above This Line For Recording Date]

## MORTGAGE (Fifteen Years)

THIS MORTGAGE ("Security Instrument") is given on ... September 10, ..... 1988.... The mortgagor is Larry V. Anderson and Dolores J. Anderson, His Wife, and Donald Shore and Nancy M. Shore, His Wife..... ("Borrower"). This Security Instrument is given to ..... FIRST FEDERAL SAVINGS OF HEGEWISCH....., which is organized and existing under the laws of ..... the United States of America....., and whose address is ..... 13220 Baltimore Avenue - Chicago, Illinois 60633..... ("Lender"). Borrower owes Lender the principal sum of Fifty Thousand Dollars and 00/00..... Dollars (U.S. \$...50,000.00.....). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on ..... October 2003..... This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in ..... Cook..... County, Illinois:

LOT FOUR HUNDRED SIXTY SEVEN (except the South Four (4) feet thereof) --(467)  
THE South Twenty Two (22) feet of LOT FOUR HUNDRED SIXTY EIGHT --(468)

In F.J. Lewis South Eastern Development, being a Subdivision in the West Half ( $\frac{1}{2}$ ) and in the Northeast Quarter ( $\frac{1}{4}$ ) of Section 17, and the Southeast Quarter ( $\frac{1}{4}$ ) of Section 18, all in Township 37 North, Range 15 East of the Third Principal Meridian.

PIN: 26-17-318-054

CLERK'S OFFICE

which has the address of ..... 11242 Ewing Avenue ..... (City) .....  
Illinois ..... 60617 ..... ("Property Address"); (Street)  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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FIRST FEDERAL SAVINGS OF HESSE-SCH, KUMBERLY HELL

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Notary Public  
(Seal)

3-21-89

### My Communion Experiences:

Lebera L Heroldacee, V Anderson & Colleagues, J. Anderson, His wife & Lebera L Heroldacee, do hereby certify that before me and (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed said instrument to be their voluntary act and deed and that they, execute said instrument for the purposes and uses herein set forth.

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY  
INSTRUMENT AND IN ANY RIDER(S) ATTACHED BY LENDER AND RECORDED WITH IT.

<p>19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) that failure to cure the default or before the notice is given to Borrower, by which time default must be cured; (d) that failure to cure the default or before the date specified in the notice may result in acceleration of the sum(s) secured by this Security Instrument; (e) the right to accelerate after being given notice of the default; and (f) that failure to pay the amount due to Lender on or before the date specified in the notice shall be deemed to be an acceleration of the debt.</p>	<p>20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicial appointment of receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of such property including those rents collected by Lender or 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, reasonable attorney fees and costs of title evidence.</p>
<p>21. Waiver of Homestead. Borrower shall pay any recording costs.</p>	
<p>22. Waiver of Right of Homestead. If one or more riders are executed by Borrower and recorded together with this Security instrument, it is agreed that the rider shall be incorporated into and shall amend and supplement this instrument in accordance with the conventions and agreements of each such rider as if the rider(s) were a part of this Security instrument.</p>	
<p>23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security instrument, the conventions and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument in accordance with the conventions and agreements of each such rider as if the rider(s) were a part of this Security instrument.</p>	
<p>24. Family Rider. <input checked="" type="checkbox"/> Contdominium Rider <input type="checkbox"/> Planned Unit Development Rider <input type="checkbox"/> Graduated Pay ment Rider <input type="checkbox"/> Adjustable Rate Rider <input type="checkbox"/> Other(s) [Specify]</p>	

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not or create to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. 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 Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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Any amounts disbursed by Lender under this paragraph, or otherwise due to Lender, shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Protection of Lennder's Rights in the Property; Mortgagee Lienware. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's expenses may include paying attorney fees and costs of preparing and recording documents, appraising reasonable attorney fees and costs of preparing and recording documents, and other expenses paid by a lien which has priority over this Security interest. Lender's expenses may include paying attorney fees and costs of preparing and recording documents, and other expenses paid by a lien which has priority over this Security interest.

Instrumental immateriality prior to the acquisition.  
6. Preexisting and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or sublease initially charge the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessor shall not merge unless Lender agrees to the merger.  
Re-title shall not merge unless Lender agrees to the merging.

Unless Lennder and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lennder, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lennder to the extent of the sums secured by this Security.

Applied to the sums secured by this Security Instrument, whether or not then due, within ten days after notice is given to the holder of this instrument, who may sue the producer to recover the amount so paid to him.

all receipts of paid premiums and general notices give prompt notice to the insurance carrier and Lender may make proof of loss if not made promptly by Borrower.

This insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld.

notices giving advance warning of the nature of the hazard or the location of the hazard, both to owners, shippers, carriers, and receivers, and to the public.

Reich the Lien by, or defers a final settlement until the Lien is, legal proceedings which in the Lennder's opinion operate to prevent the enforcement of the Lien or forfeiture of any part of the Property; or (c) secures from the holder of the Lien an agreement the substantially the same as set forth in this Security Instrument. If Lennder does not make payment of the principal amount of the Lien or any interest thereon, or if Lennder fails to pay any other sum required to be paid under this Security Instrument, Lennder may give Borrower a power of sale over this Security Instrument, and Lennder may exercise such power at any time after the date of the filing of the Notice of Default and before the date of the sale, and the proceeds of the sale shall be applied first to the payment of all expenses of the sale, including attorney's fees, and then to the payment of the principal amount of the Lien and any interest thereon, and any remaining balance shall be paid to Lennder.

to be paid under this Paragraph, or under payment of Borrower shall promptly furnish to Lender an account of payments made by them on time directly to the Person, and makes these payments directly, Borrower shall promptly furnish to Lender evidence of discharging the payment.

Note: third, to amounts payable under Paragraph 2; fourth, to interest due; and last, to principal due.

Any Funds held by Lennder, if Under paragraph 19 the Property is sold or acquired by Lennder, Lennder shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lennder, any Funds held by Lennder at the time of application shall be applied to this sum security in trust.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower amounts necessary to make up the deficiency in one or more payments received by Lender.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to maturity exceed the amounts required to pay the accrued interest, the excess shall be, unless otherwise provided in the Note, paid by the Borrower to the Lender.

Lender may not hold any charge for holding and applying the Funds, analyzing the account or verifying the records, unless Lender may not interest in Lender is such as misappropriation, damage, loss or waste of property.

leaseshold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "elevator items". Lender may estimate the Funds due on the basis of current data and reasonable estimates of future elevator items.

1. Payments of principal and interest, trapping payments and late charges.  
the principal of and interest on the debt evidenced by the Note and late charges.

2. Funds for Taxes and Expenses. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) early taxes and assessments which may attain priority over this Security Instrument; (b) yearly