

UNOFFICIAL COPY

FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois }
County of Cook }

MARGARET E. MARTIN being duly sworn, upon oath states that SHE
is 61 years of age and

1. has never been married
2. the widow(er) of _____
3. married to Richard E. Martin
said marriage having taken place on 10-8-49
4. divorced from _____
date of decree _____
case _____
county & state _____

Affiant further states that HER social security number is 326-20-0991 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
<u>12-70</u>	<u>Present</u>	<u>2527-142nd St</u>	<u>L.A. MOORE</u>	<u>ILLINOIS</u>

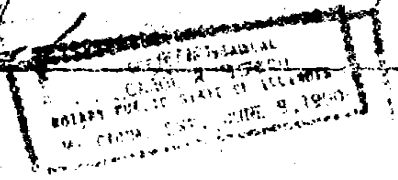
Affiant further states that during the last 10 years, affiant has had the following occupation and business addresses and none other:

FROM (DATE)	TO (DATE)	OCCUPATION	EMPLOYER	ADDRESS (STREET NO.) STATE
<u>3-76</u>	<u>Present</u>	<u>TELLER</u>	<u>FT. WATL BANK OF ILLINOIS</u>	<u>5736 W. 111th CHICAGO IL</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 13th day of January, 19 89

Margaret E. Martin
Carol R. [Signature]



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PROPERTY OF COOK COUNTY CLERK'S OFFICE

Property of Cook County Clerk's Office

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FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois } ss.
County of Cook }

Richard E. Martin

being duly sworn, upon oath states that HE

is 62 years of age and

1. has never been married
2. the widower of _____
3. married to MARGARET E. MARTIN
(NEE ROBINSON)
said marriage having taken place on
10-8-49
4. divorced from _____
date of decree _____
case _____
county & state _____

Affiant further states that HIS social security number is 338-22-5017 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
12-70	PRESENT	2527-192nd ST	LAUREL	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)
4-80	PRESENT	MACHINIST	OAK FOREST UNIV.	159TH & KEAN OAK FOREST 21
2-78	4-80	MACHINIST	M.S.D. Greater Chicago	57th & Lake, 21

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.

Richard E. Martin

Subscribed and sworn to me this

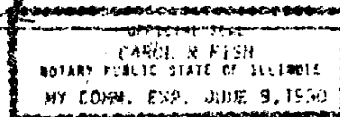
13th

day of

January

1989

Carol R. Fish



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State of Illinois
County of Cook

Property of Cook County Clerk's Office

UNOFFICIAL COPY 3768338

This instrument was prepared by: & Mail to:
Irma L. Deichen, First National Bank of Illinois

(Name)
3256 Ridge Road, Lansing, IL 60438
(Address)

MORTGAGE

THIS MORTGAGE is made this 13th day of January 19 89, between the Mortgagor Richard E. Martin and Margaret E. Martin, Married to each other

(herein "Borrower"), and the Mortgagee, First National Bank of Illinois, a National Banking Association, a corporation organized and existing

under the laws of the United States of America whose address is 3256 Ridge Road, Lansing, IL 60438
(herein "Lender")

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Thousand & 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 13, 1989 (herein "note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on January 13, 1994

The note has an initial interest rate of 12.00%. The interest rate is determined for each monthly billing period by applying a daily periodic rate to each day's ending loan balance. The daily periodic rate may vary from month to month; it is set at the beginning of each monthly billing period and remains constant during that monthly billing period. The daily periodic rate is 1/365th of the ANNUAL PERCENTAGE RATE applicable to that monthly billing period (carried to five decimal places). The ANNUAL PERCENTAGE RATE will be determined by adding 1 1/2% to the PRIME RATE on loans in excess of \$5,000.00 and 1 1/2% to the PRIME RATE on loans up to and including \$50,000.00. The PRIME RATE is reported in the Money Rate section of The Wall Street Journal on the business day immediately preceding the start of such billing period. In the event that The Wall Street Journal stops reporting the PRIME RATE, or if the PRIME RATE is not available on the relevant day, then the Bank will select a comparable index as a substitute for the PRIME RATE and notify you of the change. The ANNUAL PERCENTAGE RATE will increase if there is any increase in the PRIME RATE, and that will increase the monthly payment. The ANNUAL PERCENTAGE RATE will decrease if the PRIME RATE decreases, and that will reduce your monthly payment. The daily loan balance shall be computed by taking the principal balance of Loans at the beginning of each day, adding any Loans posted to the Account that day, and subtracting any principal payments posted to the Account as of that day. The interest charge begins to accrue on the date that a Loan is posted to the Account.

To Secure to Lender (a) the repayment of the indebtedness evidenced by the note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower or Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby Mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

LOT ONE HUNDRED THIRTY THREE----- (133) In Oakwood Estates Unit No. 7, The South Half (1/2) of the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 6, and the West 14 feet of the South Half (1/2) of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section 6, all in Township 35 North, Range 15 East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on September 3, 1968, as Document Number 2408173.

Permanent Real Estate Index No. 33-06-411-007-0000

which has the address of 2827 192nd St. Lansing
(Street) (City)
IL 60438 (herein "Property Address");
(State and Zip Code)

TOGETHER with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

NOTE IDENTIFIER

2 AFFIDAVIT OF NO U.S. TAX LIEN ATTACHED

3768338

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20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security to the performance of the Promises, provided that Borrower shall, prior to execution of this instrument, have the right to collect and receive such rents as they become due and payable.

Upon execution under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption, judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and sell the Property and the rents of the Property including those past due. All sums collected by Lender or the receiver shall be applied first to payment of the sums due to Lender of the Property and collection of sums, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable expenses for taking and conveying the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those sums received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to maturity of this Mortgage, may make further advances to the extent that no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith, shall exceed the amount of this Mortgage, except the unpaid amount of the Note. Loans in excess of the amount of maximum credit set forth in the First Paragraph hereof shall be secured by the Mortgage on year residences.

22. Revolving Credit. The Note secured by this Mortgage is evidence of a "revolving credit" as defined in Illinois Real Estate Law, Chapter 120, Paragraph 4-1.1. The lien of this Mortgage secures the payment of any existing indebtedness and any future advances made pursuant to the Note or the accumulation of such future advances were made on the date of the execution of this Mortgage without regard to whether or not there is any indebtedness outstanding at any time on advances made pursuant to this Mortgage, executed and without regard to whether or not there is any indebtedness outstanding at any time on advances made pursuant to this Mortgage, in addition to any other debt or obligation secured hereby, this Mortgage shall secure unpaid balances of future advances made after the filing of this Mortgage with the Recorder of Deeds of Cook County, Illinois.

23. Minimum Amount. Borrower and Lender agree with Lender that at no time shall the sum of the indebtedness secured hereby, together with any available funds present to the "revolving credit" created by Note, be less than \$5,000.00. However, it is expressly agreed that no indebtedness need be outstanding under the Note at any time provided that funds available pursuant to the aforesaid "revolving credit" exceed \$5,000.00.

24. Maturity. Borrower and Lender agree that the term of this loan is 5 years in which time all sums outstanding under the Note shall be due and payable as provided herein and is so agreed that the maturity or term of the "revolving credit" amount pursuant to the Note be extended or increased beyond twenty (20) years from the date hereof.

25. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recording, if any.

26. Waiver of Homestead. Borrower hereby waives all right of homestead in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Richard E. Martin
Borrower RICHARD E. MARTIN
Margaret E. Martin
Borrower MARGARET E. MARTIN

State of Illinois, Cook County, Illinois

I, Carol B. Fish, Notary Public in and for said county and state, do hereby certify that

Richard E. Martin and Margaret E. Martin, Married to each other

personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 13th day of JANUARY, 1988.
My commission expires:

Carol B. Fish
Notary Public

(Sign below this line reserved for Lender and recorder)

11073033768338
IN DUPLICATE

3768338

COOK COUNTY RECORDER
3768338

Submitted by _____
Address _____
Premises _____
Delivered _____
Address _____
Notified _____
3768338

Aurora National Bank
of Illinois
3256 Ridgely Road
Hanover, Ill 60139

