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FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois }
County of Cook }

Edward R. Smith Jr being duly sworn, upon oath states that HE

is 41 years of age and

1. has never been married

2. the widow(er) of _____

3. married to Teresa M. Smith

said marriage having taken place on _____

4. divorced from _____

date of divorce _____

case _____

county & state _____

Affiant further states that NY social security number is 322-40-5942 and that there are no United States Tax Liens against NY

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
SEPT 78	SEPT 86	603 S. WILSON HIGHLAND	CHICAGO	IL
SEPT 86	TO PRESENT	1000 S. KENILWORTH	CHICAGO	IL

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)
APRIL 24, 1988	PRESENT	Act Director	Carters Co	2746 N. CLYBURN 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 30th day of March 1988

SPECIAL SEAL
FREDERICK W. WELSH
CLERK OF THE COUNTY OF COOK
OFFICE OF THE CLERK OF COOK COUNTY
100 N. LAUREL ST. CHICAGO, ILL. 60602

Edward R. Smith Jr
Teresa M. Smith

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Property of Cook County Clerk's Office

[Faint, illegible text from a document, possibly a court order or legal notice, is visible in the background.]

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ACCOUNT NO. _____

PRIME EQUITY LINE RIDER

THIS PRIME EQUITY LINE RIDER (the "Rider") is made this 30th day of MARCH, 1989 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 by the undersigned (the "Borrower") to secure the Home Equity Plan Credit Agreement and Disclosure Statement executed by the Borrower of the same date (said Agreement is referenced in the Security Instrument and this Rider as "Credit Agreement") to Corporate American Federal Credit Union (the "Lender") and covering the property described in the Security Instrument and located at: 1000 S. Kenilworth Road, Oak Park, Illinois 60504
(Property Address)

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree to the following additional terms and conditions:

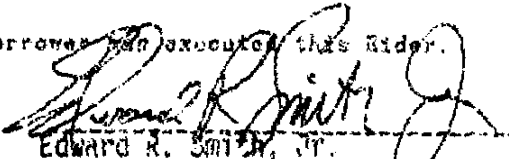
ADJUSTABLE RATE LOAN. The Security Instrument secures a Note or Credit Agreement which provides for change in the interest rate, as more particularly described in said Note or Credit Agreement.

REMEDIES UPON BORROWER'S BREACH. In addition to the remedies provided on Borrower's breach of any covenant or agreement of the Borrower on the Security Instrument, including any covenant to pay when due any sum under the Note secured by the Security Instrument if any of the following events occur:

(a) if Borrower fails to make the minimum payments within 10 days of the due date or fails to comply with the other terms and conditions of the Credit Agreement of the Security Instrument; (b) if Borrower should die or become insolvent; (c) if a petition should be filed or other proceedings should be started by or against "Borrowers" under the Federal Bankruptcy Code or any state insolvency statute; (d) if a receiver is appointed or a writ or order of attachment, levy or garnishment is issued against Borrower or its property, assets or income; (e) if Borrower permits any other lien holder to gain or appear to gain priority over Lender, except whatever first mortgage of deed of trusts is outstanding on the property at the time of recording of Lender's Mortgage to secure the Credit Agreement; (f) if Lender considers any debts due to Borrower's Account unsafe or if Lender believes, in good faith, that the collateral has deteriorated or the chance of Borrower paying or performing all of its obligations for its Account have been impaired; or (g) if the secured note for any prior mortgage, deed or lien on the real Property is in default upon Borrower's Breach, Lender, at Lender's option, may declare default.

Upon Borrower's default, Lender, at Lender's option may declare all the sums by the Security Instrument to be immediately due and payable without demand or notice, will terminate any obligation Lender has to make further advances under the Credit Agreement and may invoke the remedies provided in the Security Agreement.

IN WITNESS WHEREOF, Borrower has executed this Rider.


Edward R. Smith, Jr.


Jo Anne M. Smith

3331000

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~~1270833~~

Georgette Johnson
970 Oaklawn Drive
Channahon IL 61016

Property of Cook County Clerk's Office

00784040

WHEN RECORDED, MAIL TO

COMMUNITY AMERICA
FEDERAL OF EDIT UNION
1700 Oaklawn Ave.
Elmhurst, IL 60126
Phone: 815-831-7501

3784649

SPACE ABOVE THIS LINE FOR RECORDING USE

MORTGAGE

THIS MORTGAGE CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND A VARIABLE RATE OF INTEREST.

THIS MORTGAGE is made this 30th day of March, 1989

between the Mortgagor, Edward P. Smith, Jr. and Anna M. Smith, married to each other in joint

tenancy (herein "Borrower")

and the Lender, Community America Federal Credit Union

a corporation organized and existing under the laws of Illinois

whose address is 1700 Oaklawn Avenue, Elmhurst, Illinois 60126

(herein "Lender").

WHEREAS, Borrower is indebted to Lender as described in this paragraph;
TO SECURE to Lender:

(1) The repayment of all indebtedness due and to become due under the terms and conditions of the LOANLINDER® Home Equity Plan Credit Agreement and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Mortgage, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"); Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid, and rescued from time to time. Borrower and Lender contemplate a series of advances to be secured by this Mortgage. The total outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which will vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed Forty seven thousand dollars and 00/100ths (\$47,000.00). That sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Line of Credit Limit. The entire indebtedness under the Credit Agreement, if not sooner paid, is due and payable weekly years from the date of this Mortgage.

(2) The payments of all other sums advanced in accordance herewith to protect the security of this Mortgage, with finance charges thereon at a variable rate as described in the Credit Agreement.

(3) The performance of the covenants and agreements of Borrower herein contained;

BORROWER does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook State of Illinois:

LOT 1 (EXCEPT THE SOUTH 20 FEET THEREOF) IN BLOCK 4 IN DRAV'S ADDITION TO OAK PARK, A SUBDIVISION OF LOTS 6, 6, AND 7, IN THE SUBDIVISION OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 1/2 OF THE SOUTHWEST 1/4), IN COOK COUNTY, ILLINOIS.

THE L.O.: 15-18-314-001

which has the address of 1000 S. Kenilworth Road

Oak Park Illinois 60308 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixtures, all of which 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 hereinafter referred to as the "Property."

1770233

FOR EMULATION

3704648
3704618

09 APR -5 PM 2:17

CAPOL MOSELEY BRAUN
REGISTRAR OF TITLES

This document was prepared by Joseph M. Prusa.

(Space below this line reserved for Lender and Borrower)

Given under the Great Seal and Official Seal of the State of Illinois
My Commission Expires Oct. 2, 1981

30th day of March

Edmund H. Smith, Jr.

I the undersigned Edward H. Smith, Jr. and Jo Anne M. Smith, residing to each other in joint tenancy, personally known to me to be the same person(s) whose name(s) appeared above on this day in person, and acknowledged the said instrument as their free voluntary act, in the presence and presence of the witnesses and the undersigned.

STATE OF ILLINOIS

County of Cook

JO ANNE M. SMITH

Edmund H. Smith, Jr.

EDMUND H. SMITH, JR.

IN WITNESS WHEREOF, Borrower has executed this Mortgage

Mortgage to give notice of any mortgage, deed of trust or other instrument with a lien which has priority over this mortgage to give notice to Lender, at Lender's option, for the purpose of any deficiency of any debt on the mortgage instrument and of any sale or other foreclosure action.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER MORTGAGE AND MORTGAGES OR DEEDS OF TRUST

22. A mortgagor, hereinafter referred to as "Borrower," is hereby notified that in the event of default in the mortgage, including the covenant to pay when due and any other covenants in the mortgage, the lender may, at its option, exercise any or all of the remedies provided in the mortgage, including the right to foreclose on the property, to sell the property, to appoint a receiver, to take any other action permitted by law, and to sue for the amount of the debt, with interest, costs, and expenses. The lender shall have the right to exercise any or all of the remedies provided in the mortgage, including the right to foreclose on the property, to sell the property, to appoint a receiver, to take any other action permitted by law, and to sue for the amount of the debt, with interest, costs, and expenses. The lender shall have the right to exercise any or all of the remedies provided in the mortgage, including the right to foreclose on the property, to sell the property, to appoint a receiver, to take any other action permitted by law, and to sue for the amount of the debt, with interest, costs, and expenses.

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Credit Agreement, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not constitute a breach of Borrower's obligations under any covenant or agreement under this Mortgage. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

5. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor relating to Lender's interest in the Property.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage deed of trust or other security agreement with a lien which has priority over this Mortgage.

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 Mortgage granted by Lender to any successor in interest of Borrower shall not constitute, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any document made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Credit Agreement, (a) is co-signing this Mortgage as to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable under the Credit Agreement or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or amendments with regard to the terms of this Mortgage or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Credit Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorney's fees" include all fees to the extent not prohibited by applicable law or limited herein.

14. **Prior Mortgage or Deed of Trust Modification; Future Advance.** Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Mortgage by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

15. **Borrower's Copy.** Borrower shall be furnished a copy of the Credit Agreement and a conformed copy of this Mortgage at the time of execution or after recordation hereof.

16. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

17. **Waiver of Homestead Exemption.** To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Mortgage.

18. **Waiver of Statutes of Limitation.** Borrower hereby waives, to the full extent permitted by law, statutes of limitation as a defense to any demand or obligation secured by this Mortgage.

19. **Merger.** There shall be no merger of the interest or estate created by this Mortgage, with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

20. **Notice of Transfer of the Property; Advances after Transfer.** Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

All amounts advanced under the Credit Agreement, up to the Maximum Principal Balance, are secured by this Mortgage, whether advanced before or after sale or transfer of the Property, except any amounts which may be advanced by Lender more than five days after notice to Lender, given in accordance with paragraph 12 hereof, that such sale or transfer has occurred. Even if Borrower intends to sell the Property, Borrower will continue to be obligated under the Credit Agreement and this Mortgage unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

22. **Transfer of the Property.** Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, exercise any remedies permitted by paragraph 22 hereof.

