

# UNOFFICIAL COPY

FEDERAL TAX LIEN AFFIDAVIT  
(please print or type)

State of Illinois) ss.  
County of Cook )

Michael A. Gibson being duly sworn, upon oath state that  
he is 27 year of age and

1. \_\_\_ has never been married
2. \_\_\_ the widow(er) of \_\_\_\_\_
3.  married to Penelope M. Gibson
4. \_\_\_ divorced from \_\_\_\_\_  
date of decree \_\_\_\_\_  
case \_\_\_\_\_  
county & state \_\_\_\_\_

Affiant further state that my social security number is 534-62-2873  
and that there are no United States Tax Liens against me.

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

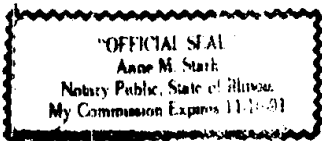
From (date)	To (date)	Street No.	City	State
1965	1983	RR 1 Parker Rd	Albena	Illinois
1983	1984	14910 S Cleveland	Toson	Illinois
1992	1983	15747 Independence	Cook Forest	Illinois
1984	present	17959 Oak Park	Timber Park	Illinois

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 City & State
1978	present	Sheet metal worker	Beverly Glass	1030 S Western Chicago

Affiant further states that affiant makes this affidavit for the purpose of inducing the Registrar of Titles, Cook County, Illinois to issue his Correns Certificate of title free and clear of possible United States Tax Liens.

Subscribed and sworn to me this 17th day of May 1987



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Property of Cook County Clerk's Office

# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY  
VARELY THOMPSON

3796869

WHEN RECORDED MAIL TO:  
HOME SAVINGS OF AMERICA  
PO BOX 7076  
PASADENA, CALIFORNIA 91109-7076

LOAN NO. 1976678-0  
ORIGINAL LOAN NO. 000606778

## MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 15th day of MAY, 1989 by and between

MICHAEL A. GIBSON AND CONSTANCE M. GIBSON, HUSBAND AND WIFE

(the "Borrower"),

and HOME SAVINGS OF AMERICA, F.A. (the "Lender"),

with reference to the following facts:

A. By that certain Mortgage and Assignment of Rents (the "Mortgage") dated December 31, 1985 by and between

MICHAEL A. GIBSON AND CONSTANCE M. GIBSON, HUSBAND AND WIFE

as Borrower, and Lender as Mortgagee, recorded on 12/27/85 as Document No. LR3466474, Page 100, Official Records of Cook County, Illinois, mortgage to Lender, that certain real property located in Cook County, Illinois, commonly known as 17959 SOUTH OAK PARK AVENUE, TINLEY PARK, IL. 60617

described in the Mortgage. The Mortgage secures, among other things, a promissory note dated December 31, 1985 in the original principal amount of \$ 40,000.00, made by MICHAEL A. GIBSON AND CONSTANCE M. GIBSON

to the order of Lender (the "Original Note").

B. By a second promissory note (the "Advance Note") of even date herewith made by Borrower to the order of Lender, Lender has loaned to Borrower the additional sum of \$ 22,000.00 (the "Additional Advance"). As a condition to the making of the Additional Advance, Lender has required that the Original Note and the Mortgage be modified to secure the Additional Advance and the obligations of Borrower set forth in the Advance Note by the Mortgage.

C. The total amount of indebtedness due under the Original Note, the Advance Note and the Mortgage as of the date hereof is \$ 59,196.97. At no time shall the indebtedness due under the mortgage exceed \$ 80,000.00.

The Original Note and the Mortgage are hereby modified and amended as follows:

1. The grant set forth in the Mortgage is made for the purpose of securing and shall secure by payment of the Original Note with interest thereon, according to its terms, the Advance Note, with interest thereon, according to its terms, and any further extensions, modifications and renewals of the Original Note and the Advance Note (a) payment by Borrower of all sums due and owing under, and performance of all obligations set forth in the Original Note and the Advance Note; (b) satisfaction and performance by Borrower of each and every obligation and agreement of Borrower set forth herein, in the Mortgage or secured by the Mortgage.

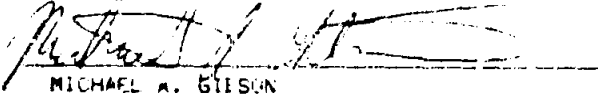
2. A default under the Mortgage, as herein modified and amended shall occur in any of the following events: (a) Borrower shall fail to pay when due any amount due under the Original Note or the Advance Note or otherwise fails to perform any obligation or agreement of Borrower set forth or incorporated in the Original Note or the Advance Note; or (b) Borrower shall fail to perform any obligation or agreement of Borrower set forth or incorporated in or secured by the Mortgage, as modified and amended by this Modification.

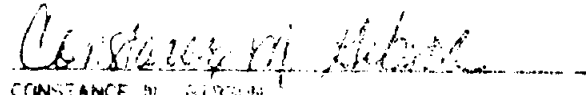
3. A default under the Original Note or Mortgage shall be and constitute a default under the Advance Note; a default under the Advance Note shall be and constitute a default under the Original Note.

4. Except as modified and amended by this Modification, in the Original Note, this Mortgage, and all instruments, documents, or agreements secured by, or incorporated in the Mortgage, are confirmed and ratified. None of the rights of Lender under the Original Note or the Mortgage are or shall be deemed to be prejudiced by reason of this Modification. Except as provided in this Modification, this Modification shall not affect the lien and charge of the Mortgage upon the property covered thereby.

EXECUTED the year and date first above written.

BORROWER

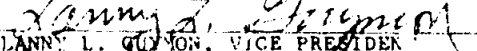
  
MICHAEL A. GIBSON

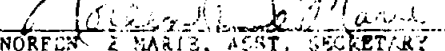
  
CONSTANCE M. GIBSON

LENDER:

HOME SAVINGS OF AMERICA, F.A.

PTN: 28-31-400-011-0006

By   
LANNY L. GIBSON, VICE PRESIDENT

ATTEST BY:   
NORFEN Z. HARRIS, ASST. SECRETARY

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

LEGAL NOTICE MORTGAGE

# UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY OF COOK

} SS.

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that  
**RICHARD A. GIBSON AND CONSTANCE H. GIBSON, HUSBAND AND WIFE**

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

15th day of May, 1989



My commission expires:

*Nancy Thompson*  
Notary Public

STATE OF ILLINOIS  
COUNTY OF COOK

} SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that

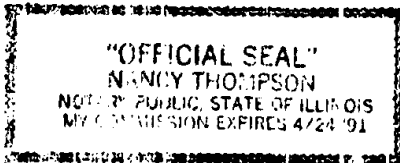
certify that **LANNY C. GUYMON**  
personally known to me to be the **VICE PRESIDENT**

of **HOME SAVINGS OF AMERICA, F.A.**, and

**NGREEN DE MARIE** personally known to me to be the **ASST. SECRETARY**  
of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before  
me this day in person and severally acknowledged that as such **VICE PRESIDENT** and **ASST. SECRETARY**  
they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto pursuant to the authority given  
by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act of said corporation for the uses and  
purposes therein set forth.

Given under my hand and official seal, this

15th day of May, 1989



My commission expires:

*Nancy Thompson*  
Notary Public

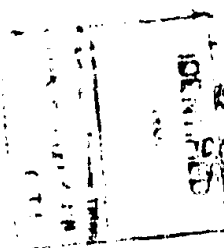
**THIS ADDENDUM IS ATTACHED HERETO AND MADE A PART HEREOF.**

**477 P.M.**

1. Butler's Subdivision of the North 33 1/2 feet of the West 450 feet of Southeast Quarter (1) falling  
in a Tract of Land Described as follows: Beginning at a point on the West Line of the Southeast  
Quarter (1) of Section 31, Township 36 North, Range 13, East of the Third Principal Meridian, 11.05  
feet South of the Northwest Corner of said Southeast Quarter (1) said point being also 2009 feet  
South of the Northeast Corner of the East half (5) of Section 31, thence Easterly to the Northeast  
Quarter (4) of the Southeast Quarter (4) thence South along a line at right angles to the North line  
of the Southeast Quarter (4) 21 feet thence Easterly along a line to the Northeast corner of said  
Southeast quarter (4), thence South along the East line of said Southeast quarter (4) to the Southeast  
corner thereof, thence West along the South line of the North half (1) of said Southeast Quarter (4)  
to the Southwest Corner thereof, thence North along the West Line of said Southeast Quarter (4) to

the point of beginning

617-62-26



7/17/89  
DUPLICATE