

UNOFFICIAL COPY

FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois } ss.
County of Cook }

Charles E. Evans

being duly sworn, upon oath states that HE

is 54 years of age and

1. has never been married

2. the widow(er) of _____

3. married to KAREN

said marriage having taken place on
SEPT. 14 1963

4. divorced from _____

Date of decree _____

case _____

county & state _____

Affiant further states that HIS social security number is 260-98-4585 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
FEB 28 1968	PRESENT	3524 N OAKLEY	CHICAGO	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	BUSINESS (CITY, STATE)
1965	PRESENT	TOOL & DIE DESIGNER	NARIS MFG CORP	ST. N. HEARD- NILES, ILL.

Affiant further states that affiant makes this affidavit for the purpose of inducing the Engineer of Taxes, Cook County, Ill. to issue his Torrens Certificate of title free and clear of possible United States Tax Liens.

Charles E. Evans

Subscribed and sworn to me this 18th day of May 1967

Rosley Young

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FEDERAL TAX LIEN AFFIDAVIT

STATE OF ILLINOIS

County of Cook

City of Chicago

Is the return filed?

Yes

Property of Cook County Clerk's Office

23201-10-11-11

PROPERTY	ASSESSOR'S PARCEL IDENTIFICATION NUMBER (APN)	PROPERTY VALUE	LIEN AMOUNT	DATE OF LIEN
1234 N. LAKE ST. CHICAGO, ILL. 60610	17080000000000000000	100,000.00	50,000.00	01/01/2011
5678 S. MICHIGAN ST. CHICAGO, ILL. 60605	17080000000000000000	200,000.00	100,000.00	01/01/2011
9101 W. FULLERTON ST. CHICAGO, ILL. 60643	17080000000000000000	150,000.00	75,000.00	01/01/2011

Affiant further states that to the best of his knowledge and belief, the information furnished herein is true and correct.

John W. ...

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112222 (M-7-83)

Borrower shall promptly discharge any lien which has priority over this Security Instrument other than the prior mortgage described above, unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien by or defende against enforcement of the lien in, legal proceedings which in the Lender'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 satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

COVENANTS. Borrower and Lender covenant and agree as follows:
1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Agreement.
2. **Application of Payments.** All payments received by Lender shall be applied to the annual fee, then to principal and unpaid interest, then to principal, and then to accrued and unpaid interest.
3. **Changes of Lender.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. The Borrower shall make these payments directly, and promptly furnish to Lender receipts evidencing the payments.

dated 5/18/57, and recorded as document number LR 3633181

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. There is a prior mortgage from Borrower to Lincoln National Bank

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 real covenants and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Illinois 50518 ("Property Address")
which has the address of 3524 N. Oakley Ave., Chicago

Permanent Tax Number: 14-19-301-030

Section 19, Township 40 North, Range 14, East of the Third Principal Meridian, except the Southwest 1/4 of the Northeast 1/4 thereof, the Southeast 1/4 thereof, in Cook County, Illinois.

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

The Security Instrument is given to the First National Bank of Chicago, which is a national banking association, and whose address is One First National Plaza, Chicago, Illinois 60670 ("Lender"). Borrower owes Lender the maximum principal sum of Sixty Thousand and 00/100 Dollars (U.S. \$60,000.00), or the aggregate unpaid amount of all loans made by Lender pursuant to that certain Equity Credit Line Agreement ("Agreement") of even date herewith which is evidenced by the Agreement executed by Borrower dated the same date as this Security Instrument which Agreement provides for monthly interest payments, with the full debt, if not paid earlier, due and payable on demand after seven years from the date of this mortgage. The Lender will provide the Borrower with a final payment notice at least 90 days before the final payment must be made. The Agreement provides that loans may be made from time to time (but in no event later than 20 years from the date hereof) not to exceed the above stated maximum amount outstanding at any one time. All future loans will have the same priority as the original loan. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Agreement, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Agreement. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

THIS INSTRUMENT ("Security Instrument") is given on May 15, 1957, by and between the undersigned, the Borrowers, Mrs. L. Evans and Karen J. Evans, his wife.

First National Bank of Chicago, which is a national banking association, and whose address is One First National Plaza, Chicago, Illinois 60670 ("Lender").

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Mortgage

110-075783-1

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First National Bank of Chicago

4. Hazard Insurance. Borrower shall keep the premises now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts 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.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premium, and renewal notices, in the event of loss. Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged. If the restoration or repair is economically feasible and Lender's security is not lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or does not at the time the insurance proceeds are offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

If under paragraph 1, the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from a damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. Preservation and Maintenance of Property. Lender shall not destroy, damage or substantially change the Property or allow the Property to deteriorate or commit waste. If Borrower acquires fee title to the Property, or leasehold, or interest in the Property, and if Borrower agrees to merge the title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

6. Protection of Lender's Rights in the Property. 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, and may for whatever is necessary to protect the value of the Property and Lender's rights in the Property, take any action which may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying any sums attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 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 Agreement rate and shall be payable with interest, upon notice from Lender to Borrower requesting payment.

7. Inspections. 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 on a specifying reasonable cause for the inspection.

8. Condemnation. The proceeds of any award or claim for damages, costs or consequential, in connection with any condemnation or other taking of any part of the Property or its 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 form 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 Lender or its successors in interest, are authorized to collect and apply the proceeds, at its option, 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.

9. 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 operate 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 refusal or failure to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any forbearance by Lender in exercising any right or remedy that is available to or provided the exercise of any right or remedy.

10. 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 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Agreement and convey the Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of (b) is not personally obligated to pay the sums

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19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following: (a) Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 12 and 16, unless applicable law provides otherwise); or (b) Lender's good faith belief that the prospect of payment or performance is impaired. The notice shall specify: (a) the date specified in the notice by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the Security Instrument. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured, or the reason for the default that the prospect of payment or performance is impaired is not cured, on or before the date specified in the notice, Lender at its option may require immediate payment for all or part of the sums secured by the Security Instrument without further demand and may foreclose on the Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in the legal proceedings pursuant to the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of this evidence.

ADDITIONAL COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Prior Mortgage. Borrower shall not be in default of any provision of any prior mortgage in case of acceleration under paragraphs 12 or 16. If no acceleration has occurred, however, this right to reinstate shall not apply in the fully effective as if no acceleration had occurred. Upon reinstatement by Borrower, the Security Instrument and the obligations secured thereby shall remain unchanged; and (e) not use the provision more frequently than once every five years. Upon reinstatement, Borrower's obligation to pay the sums secured by this Security Instrument shall continue until the date of the Security Instrument. Lender may, at its option, take any action as follows: (a) pay all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; (b) take any action as follows: (i) pay all expenses incurred in enforcing this Security Instrument and the Agreement had an acceleration occurred; (ii) pay all sums which are due under this Security Instrument and the Agreement; (iii) pay the Lender all sums which are due under this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which are due under this Security Instrument and the Agreement prior to the entry of a judgment of foreclosure of this Security Instrument; and (b) pays Lender all sums which are due under this Security Instrument and the Agreement prior to the entry of a judgment of foreclosure of this Security Instrument. If Borrower meets certain conditions, Borrower shall have the right to reinstate this Security Instrument without further notice or demand on Borrower.

17. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to reinstate this Security Instrument without further notice or demand on Borrower. Lender may, at its option, take any action as follows: (a) pay all expenses incurred in enforcing this Security Instrument and the Agreement had an acceleration occurred; (ii) pay the Lender all sums which are due under this Security Instrument and the Agreement; (iii) pay the Lender all sums which are due under this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which are due under this Security Instrument and the Agreement prior to the entry of a judgment of foreclosure of this Security Instrument; and (b) pays Lender all sums which are due under this Security Instrument and the Agreement prior to the entry of a judgment of foreclosure of this Security Instrument. If Borrower meets certain conditions, Borrower shall have the right to reinstate this Security Instrument without further notice or demand on Borrower.

16. Transfer of the Property or a Beneficial Interest in Borrower's Due on Sale. 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 acceleration is prohibited by federal law as of the date of this Security Instrument.

15. Borrower's Copy. Each Borrower shall be given one conformed copy of the Agreement and of this Security Instrument.

14. Governing Law. This Security Instrument shall be governed by federal law and the law of the State of Illinois. In the event that any provision of this Security Instrument or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Agreement are deemed to be severable.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it to the address set forth in the Security Instrument, or 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 has designated 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.

12. Liquidation. Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement 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 19.

11. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum 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: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) 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 Agreement 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 Agreement.

10. Assignment. Lender may assign or otherwise dispose of its interest in this Security Instrument and the Agreement, and any other sums or benefits payable to or for the benefit of the Borrower, without the Borrower's consent, provided that the assignment or other disposition does not materially increase the risk to the Borrower of loss of the property or the value of the property.

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UNOFFICIAL COPY

DUPLICATE

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3/21/97
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PRIME ESTATE INDEX GROUP
1120 Ridge Avenue
Evanston, IL 60201

Order #

34557

RECEIVED
CAROL HOUSTON
BBS JAN 21 11 41 AM '97
NOTARY PUBLIC

Given under my hand and official seal, this 18th day of May 1989
My Commission expires: 11/20/90
Notary Public
George Young

STATE OF ILLINOIS
County: Cook
I, *THE UNDERSIGNED*
a Notary Public in and for said county and state, do hereby certify that *Charles J. Evans and Karen J. Evans, his 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 purpose therein set forth.

This Document Prepared By: *WALTER RHODES*
Lofty Credit Center
The First National Bank of Chicago
Suite 0492
(Chicago, IL 60670)

Below This Line For Acknowledgment
Borrower: *Charles J. Evans*
Borrower: *Karen J. Evans*

21. Lender in Possession. Upon acceleration under paragraph 30 or abandonment of the property and at any time prior to the expiration of any period of rehypothecation following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the property including those past due. Any 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, receiver's fees, premiums on receiver's bond, and reasonable attorney's fees, and then to the sums secured by this Security Instrument. Lender shall release the Security Instrument upon payment of all sums secured by the Security Instrument, Lender shall release the Security Instrument without charge to Borrower.
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
23. Riders to the Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
BY SIGNING BELOW Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

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