

# UNOFFICIAL COPY FEDERAL TAX LIEN AFFIDAVIT 2

(PLEASE PRINT OR TYPE)

State of Illinois }  
County of Cook } ss.

JAMES E. COX being duly sworn, upon oath states that \_\_\_\_\_

is 56 years of age and

1.  has never been married
2.  the widow(er) of \_\_\_\_\_
3.  married to JUDITH A. COX

said marriage having taken place on

4/6/76

4.  divorced from KATHLEEN M. COX

date of decree 6/71

case \_\_\_\_\_

county & state COOK IL.

Affiant further states that \_\_\_\_\_ social security number is 200 26 8578 and that there are no United States Tax Liens against \_\_\_\_\_

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>8/1/71</u>	<u>PRESENT</u>	<u>245 PARK LANE</u>	<u>PAVATINE</u>	<u>IL.</u>

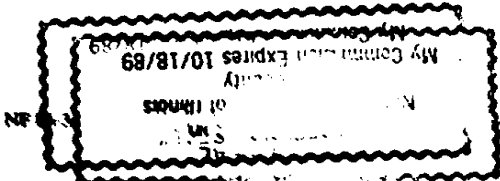
Affiant further states that during the last 10 years, affiant has had the following occupations and business addresses and none other:

FROM (DATE)	TO (DATE)	OCCUPATION	EMPLOYER	ADDRESS (STREET NO., CITY, STATE)
<u>6/1961</u>	<u>Present</u>	<u>Bus. Sys. Proj. MGR.</u>	<u>HONEYWELL</u>	<u>ARL. HTS. 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.

James E. Cox

Subscribed and sworn to me this 2 day of April, 1989



# UNOFFICIAL COPY

Property Of

### ITEM 1.

UNIT 102 as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 12th day of November, 18 71, as Document Number 277226

### ITEM 2.

An Undivided .3991% interest (except the Units delineated and described in said survey) in and to the following Described Premises:

LOT TWO (2) (except that part thereof lying South of a line drawn at right angles to the West line of said Lot 2 and passing through a point in the West line of Lot 2 that is 33.83 feet North of the Southwest corner of Lot 2, as measured along the West line of Lot 2) and also that part of LOT FIVE (5) described as follows: Beginning at the Northwest corner of said Lot 3; thence Southeast along the North line of Lot 3 for a distance of 106.62 feet to a corner in the North line of Lot 3; thence East along the North line of Lot 3 for a distance of 63.93 feet; thence Southwesterly along a line that forms an angle of 100 degrees 30 minutes 24 seconds to the right with a prolongation of the last described course for a distance of 136.25 feet to a corner in the Southerly line of Lot 3 that is 23.04 feet Southeast of a corner in the Southerly line of Lot 3 (as measured along the Southerly line of Lot 3); thence Northwesterly along the Southerly line of Lot 3 for a distance of 20.04 feet to a corner in the Southerly line of Lot 3; thence West along the South line of Lot 3 for a distance of 122 feet to a point in the West line of Lot 3; thence North along the West line of Lot 3 for a distance of 163.25 feet to the place of beginning, all in Willow Creek Apartment Addition, being a Resubdivision of part of Willow Creek, a Subdivision of part of Section 24, Township 42 North, Range 10, East of the Third Principal Meridian, Cook County, Illinois, according to the Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on December 25, 1970, as Document Number 2336631.

3800752

Subject to:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENT DATED JULY 20, 1971 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON NOVEMBER 12, 1971 AS DOCUMENT NUMBER LR2592935 FROM THE FIRST NATIONAL BANK OF LAKE FOREST, NATIONAL BANKING ASSOCIATION, AS TRUST UNDER, TRUST NUMBER 3461 AND TRUST NO 3377 TO CHICAGO TITLE AND TRUST COMPANY AS TRUST UNDER TRUST NUMBER 56936 OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED PROPERTY: THE EAST 30 FEET OF LOT 1 AND ALSO THE WEST 30 FEET OF THE EAST 60 FEET OF THE SOUTH 153 FEET OF THE NORTH 316 FEET OF SAID LOT 1, ALL IN WILLOW CREEK APARTMENT ADDITION BEING A RESUBDIVISION OF PART OF WILLOW CREEK, A SUBDIVISION OF PART OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 28, 1970 AS DOCUMENT NUMBER LR 2536651, IN COOK COUNTY, ILLINOIS

This instrument prepared by:  
Joseph R Liptak  
6700 W. North Av  
Chicago IL 60635

**UNOFFICIAL COPY**

**NOTE IDENTIFIED**

3800752

(Space Above This Line For Recording Data)

LOAN NO. 051811375  
DATE: JUNE 2, 1989

**MORTGAGE TO SECURE A REVOLVING LINE OF CREDIT**

NOTICE: THIS MORTGAGE MAY SECURE BORROWINGS MADE SUBSEQUENT TO A TRANSFER OF THE PROPERTY.

THIS MORTGAGE TO SECURE A REVOLVING LINE OF CREDIT LOAN (herein "Mortgage") is made by and among JAMES E COX AND JUDITH A COX, HIS WIFE and (strike if title is not held in an Illinois Land Trust) [ ] (the "Trustee"), not personally but as Trustee under a Trust Agreement dated \_\_\_\_\_ and known as Trust No. \_\_\_\_\_ (herein each of JAMES E COX, JUDITH A COX and the Trustee, if any, are individually and collectively and jointly and severally referred to as "Borrower") and ST. PAUL FEDERAL BANK FOR SAVINGS, whose address is 6700 W. North Avenue, Chicago, Illinois 60635 (herein "Lender").

In consideration of the indebtedness herein recited, Borrower, excepting any Trustee which is a constituent party in Borrower, hereby grants, bargains, sells, conveys, warrants and mortgages, and the Trustee, if any, hereby conveys, mortgages and quit claims, unto Lender and Lender's successors and assigns the following described property located in the CITY of PALATINE, County of COOK, State of Illinois:

SEE ATTACHED

P. I. N. #02-24-105-011-1002

which has the address of 245 PARK LANE #102, PALATINE IL 60067 (herein "Property Address");

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property and all easements, rights, appurtenances, after-acquired title or reversion in and to the beds of ways, streets, avenues and alleys adjoining the Property, and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights and water stock, insurance and condemnation proceeds, 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 hereinafter referred to as the "Property"; as to any property which does not constitute a fixture (as such term is defined in the Uniform Commercial Code) this Mortgage is hereby deemed to be, as well, a Security Agreement under the UCC for the purpose of creating a security interest in such property, which Borrower hereby grants to Lender as Secured Party (as such term is defined in UCC);

To Secure to Lender on condition of the repayment of the REVOLVING LINE OF CREDIT indebtedness evidenced by Borrower's Variable Interest Rate Promissory Note ("Note") of even date herewith, in the principal sum of U.S. \$ 34,000.00 (the "Maximum Credit"), or so much thereof as may be advanced and outstanding, with interest thereon, providing for monthly installments of principal and interest, with the principal balance of indebtedness, if not sooner paid or required to be paid, due and payable on 07/01/94; 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 contained herein and in the Note, provided that the maximum amount secured hereby shall be as set forth in paragraph 20 below.

Notwithstanding anything to the contrary herein, the Property shall include all of Borrower's right, title and interest in and to the real property described above, whether such right, title, and interest is acquired before or after execution of this Mortgage. Specifically, and without limitation of the foregoing, if this Mortgage is given with respect to a leasehold estate held by Borrower, and Borrower subsequently acquires a fee interest in the real property, the lien of this Mortgage shall attach to and include the fee interest acquired by Borrower.

Borrower covenants that Borrower is the lawful owner of the estate in land hereby conveyed and has the right to grant, convey and mortgage the Property, and that the Property is unencumbered except for encumbrances of record. Borrower (excepting any Trustee which is a constituent party in Borrower) warrants and Borrower covenants that it will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower covenants

3800752

12/10/89  
AFFIDAVIT OF NO U.S. TAX LIEN ATTACHED





**9. 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. In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, 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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment due under the Note or change the amount of such payment.

**10. Borrower Not Released.** Extension of the time for payment or modification of any other term of the Note or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, 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 any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

**11. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy under the Note or hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

**12. Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

**13. Successors and Assigns Bound; Joint and Several Liability; Captions.** 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 19 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

**14. 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 to the Property or by mailing such notice by ordinary 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 registered or certified mail, return receipt requested, 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 on the date it is delivered to the Property's address or the date such notice is deposited in the U.S. Mail system with the proper postage and addressed to Borrower. Any notice to Lender shall not be deemed to have been given until it has been received by Lender.

**15. Actual Knowledge.** For purposes of this Mortgage and the Note, Lender will not be deemed to have received actual knowledge of information required to be conveyed to Lender in writing by Borrower until the date of actual receipt of such information at the address specified above (or such other address specified by Lender to Borrower). Such date shall be conclusively determined by reference to the return receipt in possession of Borrower. If such return receipt is not available, such date shall be conclusively determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent. With regard to other events or information not provided by Borrower under this Mortgage or the Note, Lender will be deemed to have actual knowledge of such event or information as of the date Lender receives a written notice of such event or information from a source Lender reasonably believes to be reliable, including but not limited to, a court or other governmental agency, institutional lender, or title company. The actual date of receipt shall be determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent.

**16. Governing Law, Severability.** This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

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

**18. Events of Default; Remedies (Including Freezing the Line).**

a. Events of Default. Set forth below is a list of events which will constitute Events of Default. Such events are: (1) Borrower's failure to pay when due any amounts due under the Note; (2) the outstanding balance due under the Note exceeds the Principal; (3) Lender receives actual knowledge that Borrower's omitted material information on Borrower's credit application or made any false or misleading statement on Borrower's credit application; (4) the death of Borrower or any maker or guarantor of the Note; (5) Borrower files for bankruptcy, or bankruptcy proceedings are instituted against Borrower and not dismissed within sixty (60) calendar days, under any provision of any state or federal bankruptcy law in effect at the time of filing; (6) Borrower makes an assignment for the benefit of Borrower's creditors, becomes insolvent or becomes unable to meet Borrower's obligations generally as they become due; (7) Borrower further encumbers the Property or suffers a lien, claim of lien or encumbrance against the Property, except such liens or encumbrances which are subordinate to this Mortgage; (8) Borrower is in default or an action is filed alleging a default under any credit instrument or mortgage evidencing or securing an obligation of Borrower with priority in right of payment over the line of credit described in the Note; or whose lien has or appears to have any priority over the lien created by this Mortgage; or whose lien is or appears to be secured by the Property or on which this Mortgage is a lien; or any of Borrower's other creditors attempts to (or actually does) seize or obtain a writ of attachment against the Property; (9) Borrower fails to keep any other covenant contained in this Mortgage and the Note not otherwise specified in this Section.

b. Remedies (Including Freezing the Line). Lender may, at its sole option, upon the occurrence of an Event of Default, freeze or terminate the line, and, require Borrower to make immediate full repayment of the unpaid principal balance of the line together with accrued but unpaid interest and other charges. "Freezing" the line means refusal to make any further advances against the line. If Lender fails to make such payment upon demand, Lender may institute foreclosure proceedings or pursue any other remedy or remedies given to Lender by law or under this Mortgage and the Note. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to, reasonable attorneys' fees, and costs of documenting evidence, abstracts and title report. As additional specific protection, notwithstanding any other term of this Mortgage, Lender, without declaring or asserting an Event of Default or invoking any of its remedies pertaining to Events of Default, may immediately and without notice, freeze the line, upon the occurrence of any event enumerated herein. Freezing the line will not preclude Lender from subsequently exercising any right or remedy set forth herein or in the Note.

**19. Transfer of 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 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. This 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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

**20. Revolving Line of Credit Loan.** This Mortgage is given to secure a revolving credit loan evidenced by the Note. This Mortgage shall secure not only presently existing indebtedness under the Note but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby.

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interest in the Property.

8. 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 related to Lender's interest in the Property.

9. Lender shall be payable upon notice from Lender to Borrower requesting payment principal under the Agreement. Nothing contained in this paragraph 9 shall require Lender to incur any expense or take any action hereunder.

Any amounts disbursed by Lender pursuant to this paragraph 9, with interest thereon, 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 from Lender to Borrower on or before the date of payment. Lender shall be entitled to enforce the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 9 shall require Lender to incur any expense or take any action hereunder.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including enforcement, or any proceeding brought by or on behalf of a prior mortgagee, eminent domain, insolvency, code of laws, or any other action or proceeding involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, 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 related to Lender's interest in the Property.

6. Preservation and Maintenance of Property. Lender shall keep the Property in good repair and shall not commit waste or permit waste or deterioration of the Property and shall comply with the provisions of any lease of the Property. If this Mortgage is on a leasehold, the declaration or covenants creating a planned unit development, or governing the condominium or planned unit development, shall be incorporated into and shall amend the covenants and agreements of this Mortgage as if the rider were a part hereof.

5. Insurance. Lender and Borrower shall keep the Property in good repair and shall not commit waste or permit waste or deterioration of the Property and shall comply with the provisions of any lease of the Property. If this Mortgage is on a leasehold, the declaration or covenants creating a planned unit development, or governing the condominium or planned unit development, shall be incorporated into and shall amend the covenants and agreements of this Mortgage as if the rider were a part hereof.

4. Changes; Taxes. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may be levied or assessed against the Property, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and this Mortgage shall be applied by Lender first in payment of any advance made by Lender pursuant to this Mortgage, then to interest, fees and charges payable pursuant to the Note, then to the principal amount outstanding under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, or the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, Borrower shall pay to Lender on the day monthly payments due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth (1/12) of the sum of the following: (a) yearly taxes and assessments which may be levied or assessed against the Property, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property; (b) yearly hazard insurance premiums; and (c) yearly hazard insurance premiums; and (d) yearly hazard insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest on the indebtedness evidenced by the Note together with any fees and charges as provided in the Note.

8. Hazard Insurance. Borrower shall keep the Property in good repair and shall not commit waste or permit waste or deterioration of the Property and shall comply with the provisions of any lease of the Property. If this Mortgage is on a leasehold, the declaration or covenants creating a planned unit development, or governing the condominium or planned unit development, shall be incorporated into and shall amend the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including enforcement, or any proceeding brought by or on behalf of a prior mortgagee, eminent domain, insolvency, code of laws, or any other action or proceeding involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, 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 related to Lender's interest in the Property.

6. Preservation and Maintenance of Property. Lender shall keep the Property in good repair and shall not commit waste or permit waste or deterioration of the Property and shall comply with the provisions of any lease of the Property. If this Mortgage is on a leasehold, the declaration or covenants creating a planned unit development, or governing the condominium or planned unit development, shall be incorporated into and shall amend the covenants and agreements of this Mortgage as if the rider were a part hereof.

5. Insurance. Lender and Borrower shall keep the Property in good repair and shall not commit waste or permit waste or deterioration of the Property and shall comply with the provisions of any lease of the Property. If this Mortgage is on a leasehold, the declaration or covenants creating a planned unit development, or governing the condominium or planned unit development, shall be incorporated into and shall amend the covenants and agreements of this Mortgage as if the rider were a part hereof.

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