

Subscribed and sworn to me this 24th day of June 1989

[Handwritten Signature]

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.

FROM (DATE)	TO (DATE)	OCCUPATION	EMPLOYER	ADDRESS - STREET NO., CITY, STATE
NOV, 1988	JUNE, 1989	REALTOR ASSOCIATE	HENDEY & ASSOC	14110 S. RIEBE CHICAGO, IL HIBLOTIN, IL
JUN, 1981	JUNE, 1989	PIPEFITTER	PIPE & STEEL LOCAL UNION # 21	4524 CASS 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)	STREET NO.	CITY	STATE
JULY, 1970	JUNE, 1989	14405 KANON LANE	CAN FOREST	IL

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

Affiant further states that HL5 are no United States Tax liens against HL5 and that there is no federal security number in 357-32-6354

county & state _____
date of decree _____

4. divorced from _____
said marriage having taken place on Dec 29 1962

3. married to JEANNE M. (BARN) GIBSON

2. (the widow(er) of) _____
1. has never been married

is _____ years of age and DANIEL Q GIBSON Doing duty sworn, upon oath states that HE

State of Illinois }
County of Cook }

FEDERAL TAX LIEN AFFIDAVIT (PLEASE PRINT OR TYPE)

81202594

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Property of Cook County Clerk's Office

HOME EQUITY LINE OF CREDIT
VARIABLE RATE OPEN-END MORTGAGE

THIS MORTGAGE is dated as of July 21, 1989, and is made between DANIEL C. CAMPBELL, SR. AND JEANNE M. CAMPBELL, HIS WIFE, AS JOINT TENANTS, ("Mortgagor") and THE FIRST NATIONAL BANK OF EVERGREEN PARK, ("Mortgagee").

RECITALS

This agreement provides for advances and readvances of credit up to the maximum amount of FORTY THOUSAND AND NO/100 Dollars, (\$ 40,000.00) as evidenced by a Home Equity Line of Credit Note ("Note") bearing the same date as this Mortgage made by Mortgagor and payable in accordance with the terms and conditions stated therein. The lien of this mortgage secures payment of any existing indebtedness and future advances made pursuant to the Note to the same extent as if such future advances were made on the date of the execution of this Mortgage without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made. The lien of this Mortgage shall not secure any extension of credit that would exceed the maximum amount of the note secured by this mortgage.

THEFORE, Mortgagor, in consideration of the indebtedness, and to secure its payment and of all other sums required by the terms of the Note or of this Mortgage to be paid by Mortgagor, and to secure the performance of the terms, covenants and conditions contained in this Mortgage or in the Note, and to secure the prompt payment of any sums due under any renewal, extension or modification of the Note or any substitute note, (which renewal, extension, modification, or substitution shall not impair in any manner the validity or priority of this Mortgage), does hereby grant, convey, warrant, sell, mortgage and assign to Mortgagee, its successors and assigns all of the real estate legally described as:

LOT 1, IN FIELD CREST 8TH ADDITION, A RESUBDIVISION OF LOTS 11 AND 12 (EXCEPT THAT PART OF SAID LOTS LYING SOUTHEASTERLY OF A LINE DRAWN PARALLEL WITH AND 75 FEET NORTHWESTERLY OF MEASURED AT RIGHT ANGLES THERETO, THE SOUTHEASTERN LINE OF SAID LOTS) IN ARTHUR T. MCINTOSH AND COMPANY'S SOUTHDOWN FARMS UNIT NUMBER 4, A SUBDIVISION IN THE SOUTHEAST 1/4, NORTH OF THE INDIAN BOUNDARY LINE AND IN THE NORTHEAST 1/4, SOUTH OF THE INDIAN BOUNDARY LINE, OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF SAID FIELD CREST 8TH ADDITION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JULY 19, 1969, AS DOCUMENT NUMBER 2462313, IN COOK COUNTY, ILLINOIS.

(Permanent Index No. 28-22-619-011) situated in Cook County, Illinois (which together with the following described property is sometimes herein referred to as the "premises"):

- A. All right, title and interest of Mortgagee, including an after-acquired title or reversion, in and to the beds of the ways, streets, avenues, and the alleys adjoining the premises.
- B. All tenements, hereditaments, easements, appurtenances, and privileges in any way now or later appertaining to the premises.
- C. All buildings and improvements of every kind now or later erected or placed on the premises and all materials intended for construction, reconstruction, alteration or repairs of the improvements. All materials shall be deemed to be a part of the premises. The premises shall include all machinery, equipment and fixtures owned by the Mortgagor used or useful in the operation of the real estate, and all renewals or replacements and substitutions of those items, whether or not the same are or shall be attached to the building or buildings in any manner, all the property owned by Mortgagor and placed on the premises or used in connection with the operation or maintenance of the premises shall so far as permitted by law, be deemed to form a part of the real estate and for the purpose of this Mortgage to be real estate, and covered by this Mortgage. As to any property which does not form a part of the real estate or does not constitute a "fixture" (as such term is defined in the Uniform Commercial Code), this Mortgage is hereby deemed to be a security agreement under the Uniform Commercial Code for the purpose of creating a security interest in such property which Mortgagor grants to the Mortgagee as Secured Party (as such term is defined in the Uniform Commercial Code).

TO HAVE AND TO HOLD THE PREMISES BY THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, FOREVER, FOR THE PURPOSES AND USES STATED, FREE FROM ALL RIGHTS AND BENEFITS UNDER THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS, WHICH RIGHTS AND BENEFITS MORTGAGOR DOES EXPRESSLY RELEASE AND WAIVE.

ATTACHMENT OF NO C.A. TAX LIEN ATTACHED, note identified, 2/1/84 (UP)

3811585

1049032

DUPLICATE

3814585

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Submitted by _____

Address _____

Prepared _____

Deliver certif. to _____

Address _____

Essex Duplicate Trust

Deeds _____

Address _____

Notice _____

3814585 I.T.L.

SECURITY TITLE CO. OF ILLINOIS
150 WEST MADISON
CHICAGO, ILLINOIS 60603
BOX 92

51202594

Property of Cook County Clerk's Office

UNOFFICIAL COPY

and sales, including a person's fee and payment, shall be subject to the responsibility of liens or claims against the premises and expenses of upkeep and repair made in order to place the same in a condition to be sold.

- 8. Every maker or other person liable on the Note shall remain primarily bound (jointly and severally, if more than one) until the Note is fully paid, notwithstanding any sale or transfer of the mortgaged property. This instrument shall inure to the benefit of and bind the respective heirs, successors and assigns of the parties. Whenever used, the singular number shall include the plural, and the plural the singular and the use of any gender shall be applicable to all genders. The word Mortgagee shall include all persons claiming under or through Mortgagee and all persons liable for the payment of the indebtedness or any part thereof, whether or not such person shall have executed the Note of this Mortgage.
- 9. No remedy or right of Mortgagee shall be exclusive, but shall be in addition to every other right or remedy conferred now or hereafter arising by law. Each and every right, power and remedy may be exercised or enforced concurrently. No delay in any exercise of any of the Mortgagee's rights shall preclude the subsequent exercise of that right and no waiver by Mortgagee of any default of Mortgagor shall operate as a waiver of subsequent defaults. Time is of the essence in this Mortgage. 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 this 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. This Mortgage shall be governed by the laws of the State of Illinois.
- 10. Except for any notice required under applicable law to be given in another manner: (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.
- 11. If Mortgagor transfers, conveys, or assigns or attempts to transfer, convey or assign title to all or any portion of the beneficial interest of any trust which may hold title to the premises (including a collateral assignment thereof) whether by operation of law, voluntarily or otherwise, or if Mortgagor contracts to do any such act, Mortgagee, at its option, may accelerate the maturity of the Note causing the full principal balance and accrued interest to be immediately due and payable without notice to Mortgagor. Any waiver by Mortgagee of the provisions of this paragraph shall not be deemed to be a waiver of the right of Mortgagee to insist upon strict compliance with the provisions of the paragraph in the future.
- 12. The terms of the Note of the same date as this Mortgage and all renewals, extensions and modifications are hereby incorporated by reference into this Mortgage. Mortgagor has executed this Mortgage the day and year first above written.

Daniel C. Campbell, Sr.
Mortgagor DANIEL C. CAMPBELL, SR.

Jeanne M. Campbell
Mortgagor JEANNE M. CAMPBELL

Mortgagor

Mortgagor

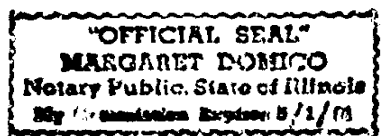
3814585

STATE OF ILLINOIS: SS.
COUNTY OF COOK

The undersigned, a Notary Public in and for the County of COOK and the State of Illinois, does hereby certify

that Daniel C. Campbell, Sr. and Jeanne M. Campbell HIS WIFE
(are) personally known to me to be the same person(s) whose name(s) (are) subscribed to the foregoing instrument, and that they (REPRESENTATIVE) appeared before me this day in person and acknowledged that they (REPRESENTATIVE) signed, sealed and delivered the said instrument as their (REPRESENTATIVE) free voluntary act, for the use and purposes stated in the Mortgage INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF HOMESTEAD.

Given under my hand and official seal this 21st day of July, 19 89.



Margaret Domino
Notary Public

This Document prepared by: Susan N. Gallagher
Assistant Vice President
(Please Return To) First National Bank of Evergreen Park
Box 223 Orland Facility
3101 W. 95th Street
Evergreen Park, IL 60642
Address of Property: 16425 Laura Lane Oak Forest, IL

In the event of loss of title of the mortgage, the mortgagor shall pay all costs and attorney's fees which may be incurred by the mortgagee or in connection with any proceeding to which the mortgagee is a party by reason of the mortgage. Mort-

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COVENANTS

3814585