

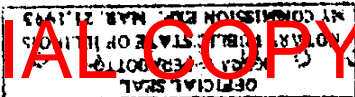
# UNOFFICIAL COPY

Property of Cook County Clerk's Office

06/09/89	Chicago, IL	\$1,645.26	Johnson, Michael 5105 W. Crystal Doc. #9261604
06/23/83	Summit, IL	\$610.22	Johnson, Michael H. & Montgomery Tank Lines Inc. 1750 Filtz Dr. 7745 W. 59th. St. Doc. 26655682
06/28/83	Chicago, IL	\$6,372.09	Johnson, Michael 501 W. 24th. Pl. Doc. 26658504
01/07/83	Chicago, IL	\$2,811.90	Doc. 26462202
10/26/83	Chicago, IL	\$11,778.64	Doc. 26837463
11/22/88	Chicago, IL	\$6,372.09	Doc. 26419022
03/04/83	Chicago, IL	\$11,778.64	Doc. 26525471
03/25/87	Chicago, IL	\$3,096.20	Johnson, Michael 14024 Greenbay Doc. 87156752
02/19/87	Arlington Hts, IL	\$1,002.05	Johnson, Michael J. 1808 E. Park Pl. Doc. 87097296
10/08/87	Chicago, IL	\$5,315.65	Johnson, Michael & Lorena J. 7752 S. East End Av. Doc. 87546902
02/11/88	Chicago, IL	\$8,804.46	Johnson, Michael H. 6404 S. Campbell Doc. 88062573

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Subscribed and sworn to me this 15 day of Sept, 1985

*Michael T. Johnson*  
*Notary Public*

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.

1978	PRESEEN	EAS. VEEN	ART JOHNSON & SONS	LYWOOD IL
FROM (DATE)	TO (DATE)	OCCUPATION	EMPLOYER	ADDRESS (STREET NO., CITY, STATE)

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

1979	1983	PM1 BOX 195	CHRYSTAL	IL
1983	1986	20638 SPARKLE	LYWOOD	IL
1986	1989	20635 FORENCE	LYWOOD	IL
FROM (DATE)	TO (DATE)	STREET NO.	CITY	STATE

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

Affiant further states that MI are no United States Tax Liens against MI social security number is 319-60 7571 and that there

country & state \_\_\_\_\_  
 case \_\_\_\_\_  
 date of decree \_\_\_\_\_

4.  divorced from \_\_\_\_\_  
 sold marriage having taken place on 6-27-86

3.  married to SHARON JOHNSON

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

is 24 years of age and MICHAEL T JOHNSON being duly sworn, upon oath states that

State of Illinois }  
 County of Cook }

(PLEASE PRINT OR TYPE)

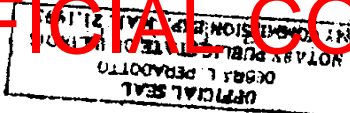
FEDERAL TAX LIEN AFFIDAVIT 7198282

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ENCLOSURE

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FORM 4004 441

Subscribed and sworn to me this 15 day of April 1989

William A. Johnson

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)
1979	1986	STUDENT	MUNSTER	MUNSTER, IN
1986	PRESNT	R.N.	MUNSTER	MUNSTER, IN

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

FROM (DATE)	TO (DATE)	STREET NO.	CITY	STATE
1979	1986	751 E 164 PL	SKILLMAN	IL
1986	PRESNT	20635 FORENCE	LYNWOOD	IL

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

Affiant further states that I am a citizen of the United States and that there are no United States Tax Liens against ME

social security number is 354-66-5346  
country & state  
case  
date of decree

4.  divorced from  
said marriage having taken place on 6-27-86

3.  married to MICHAEL T JOHNSON

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

is 25 years of age and  
SHARON A JOHNSON  
being duly sworn, upon oath states that SHE

State of Illinois } ss.  
County of Cook }

(PLEASE PRINT OR TYPE)

FEDERAL TAX LIEN AFFIDAVIT

719882

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Property of Cook County Clerk's Office

REGISTRATION OF A WILL

RETURN THIS DOCUMENT TO:  
FIRST FEDERAL SAVINGS OF HEALINGTON  
13220 BALLANTINE AVE  
CHICAGO, ILLINOIS 60633

(Seal) Borrower  
(Seal) Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider

3826083

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents shall terminate when the debt secured by the Security Instrument is paid in full.

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "least" shall mean "sublease" if the Security Instrument is on a leasehold.

D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

20534 Bersley Ave, Lynwood, Illinois 60411  
(Property Address)

THIS 1-4 FAMILY RIDER is made this 15th day of September 1999 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 given by the undersigned (the "Borrower") to secure Borrower's Note to (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

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Property of Cook County Clerk's Office

3826083



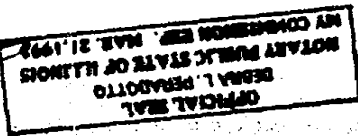
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This instrument was prepared by... 3270 Baltimore Ave, Chicago, Ill 60655

3-21-89

My Commission Expires:



Notary Public

(GRAT)

Witness my hand and official seal this 15th day of September, 1989.

I, Debra L. Perodotto, a Notary Public in and for said county and state, do hereby certify that... executed said instrument for the purposes and uses therein set forth.

COUNTY OF Cook STATE OF Illinois

1774422  
DUPLICATE

3826083  
FIRST FEDERAL SAVINGS OF ILLINOIS  
13220 BALTIMORE AVENUE  
CHICAGO, ILLINOIS 60655  
RETURN THIS DOCUMENT TO:  
CAROL MOSELEY BRANN  
CHICAGO, ILLINOIS 60655  
04:03 PM 9/15/89

Address: 3826083  
Submitter: [Signature]  
Promisor: [Signature]  
Deliver to: [Signature]  
Acquire: [Signature]  
Notified: [Signature]  
CTI

[Space Below the Line for Acknowledgment]

[Signature] Borrower (Seal)  
[Signature] Borrower (Seal)

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.

- Other(s) [specify]
  - Graduated Payment Rider
  - Adjustable Rate Rider
  - Condominium Rider
  - Family Rider 1-4
  - Planned Unit Development Rider
23. Rider to this 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. [Check applicable box(es)]
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs.
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower, and then to the sums secured by this Security Instrument. Borrower shall pay all costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption 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 bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, 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 sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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RETURN THIS DOCUMENT TO:

FIRST FEDERAL SAVINGS OF HEGEWISCH  
13220 BALTIMORE AVENUE  
CHICAGO, ILLINOIS 60633

NOTE IDENTIFIED

NOTE IDENTIFIED

(Space Above This Line For Recording Data)

8-05-0-000015-5

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 15, 1989. The mortgagor is MICHAEL T. JOHNSON AND SHARON A. JOHNSON, HIS WIFE ("Borrower"). This Security Instrument is given to FIRST FEDERAL SAVINGS OF HEGEWISCH, which is organized and existing under the laws of Illinois, and whose address is 13220 Baltimore Avenue, Chicago, Illinois 60633 ("Lender"). Borrower owes Lender the principal sum of Ninety Thousand and 00/100 Dollars (U.S. \$ 90,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 2019. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

Lot Sixty (60) in Sandridge Subdivision Unit 4, being a Subdivision of part of the South East Quarter (1/4) of Section 13, Township 35 North, Range 14, East of the Third Principal Meridian according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on January 9, 1979 as Document 3070057.....

PTN: 32 13 401 078 0000

3826083

which has the address of 20634 Bensley Avenue Lynwood,  
[Street] [City]  
Illinois 60411 ("Property Address");  
[Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully seised 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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

71-98-282 Unit 0  
(142)

AFFIDAVIT OF NO U.S. TAX LIEN ATTACHED

Cook County Clerk's Office





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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. Inspection.** 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 specifying reasonable cause for the inspection.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for 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 event 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 condemnor 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.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**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 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 refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. 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 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note 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 17.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it 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 designates 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.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the 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 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 exercise is prohibited by federal law as of the date of this Security Instrument.

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

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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