

## UNOFFICIAL GGPY 8

## FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois } ss.

22	M. MILLER				being duly sworn, upon oath	h states that	<del></del>
is	years of age and	•	1.		has never been married		
			2.		the widow(er) of		
			з.	TXIX:	married to KRISTIN J.	MILLER	
					6-5-8		
	<i></i>			:	said marriage having taken	place on	
	0						<del></del> ,
	O.		4.		divorced from		
		) .			date of decree		
				,	case		···
		C'			county & state	·	
Maria Evallaria abada	atas UTC	ancial	Quite non	aber i	is 343-54-3857		and that there
	Tax Liens against						1
ire no United State:	r lax Liens against		,, ,,,,,		<b>4</b>		* .
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				- 11 - 4			
Affiant further states	s that during the la	ast 10 year	s, affiant he	35 F6	ided at the following addres	s and none othe	er:
				33 F6/	ded at the following addres		···
FROM (DATE)	TO (DATE)	2043/	TREET NO.	. IE	SITY .	STA	···
FROM (DATE) 9 - 88	TO (DATE)	2043/	TREET NO.	. IE	SITY .	STA	···
FROM (DATE)	TO (DATE)	2043/	TREET NO.	. IE	OLY. FLDS.	STA	···
9 - 88 5 - 78	FRESCRUT  9-88	20431	KEDTA ASH	.IE	PK. CAREST	577 	TE
FROM (DATE) 9 - 38 5 - 78  Affiant further states	FRESCRUT  9-88	20431	KEDTA ASH	.IE	SITY .	577 	TE
FROM (DATE) 9 - 88 5 - 78	FRESCRUT  9-88	20431	KEDTA ASH	.IE	PK. CAREST	577 	TE
FROM (DATE) 9 - 38 5 - 78  Affiant further states	FRESCRUT  9-88	2043/ 170 st 10 years	KEDTA ASH	.IE	PK. CAREST	577 	addresses and
FROM (DATE)  9 - 88  5 - 78  Affiant further states come other:	FRESCRUT  9 - 88  s that during the la	2043/ 170 sst 10 years	A SH  affiant had  cupation  - Employ	in the second	EMPLOYER  STAR DELIVERY SERVE	ADD EVS (SEE P.O. Box	addresses and  TREET NO.)  STATE  362 OUT FU
FROM (DATE)  9 - 38  5 - 78  Affigunt further states one other:	TO (DATE)  TO (DATE)	2043/ 170 sst 10 years	ASH s, affiant ho	in the second	CLY. FLDS, PL. C. PEST  and the following occupations  EMPLOYER	STATE OF LOS (S	addresses and  TREET NO.)  STATE  362 OUT FU

## **UNOFFICIAL COPY**

Marie Carlos Car

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## UNOFFICIAL & GQPY 8

LOT a the SOUTH 60 feet of the North 480 feet of Lot 13 The West half of the North and South vacated alley adjacent and contiquous to Lot 8 The East half of the North and South vacated alley adjacent and contiquous to the South 60 feet of the North 480 feet of Lot 13 The West Half of that part of vacated Sterling Avenue, adjacent and contiguous to the fouth 60 feet of the North 480 feet of Lot 13 In Block 3 in Olympia Fields Terrace, A Subdivision of that part of the West Quarter of the Southwest Quarter of Section 13, Township 35 North, Range 13, East of the Third Principal Neridian, Cook County, Illinois, lying Westerly of the right of way of the Illinois Central Pailroad Company.

PIN: # 31-13-302-032 & 008

CKA: 20431 Kedzie Avenue, Olympia Fields, Illinois 60461

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THE INDENTURE, made DCTOBER 5	between THOMAS "MO" MILLER "AND" KRISTING "	MILITER MAN TO SEE
	of 20431 KEDZ IE AVENUE OLYMPIA E	IELDS, 11, 60461
(the "Grantor") and BEVERLY BANK-MATTESON (the "Trustee").	र राज्यक सम्बद्धात । ता विकास सामान्य का कृतिक स्वतान का सामान्य का सामान्य कर । सामान्य सिक्स प्रकास सामान्य सामान्य सामान्य के सामान्य सामान्य सामान्य सामान्य सामान्य सामान्य स्वतान स्वतान	amani soli pragoni meto sodi.
Concurrently horowith Grantes has everyted a Line of Credit Agreemy	eng get to rengin end in the en rasend comen in hend one busines agent ent to open a line of credit with Beverly Bank-Matteson and has executed a	Promissory Note made payable
to BEVERLY BANK MATTESON in the principal amount of \$	22,50000	to evidence the maximum
loan under the Line of Credit Agreement which shall bear interest on the u a revolving credit and the Itan of the Trust Deed secures payment of any	inpaid principal balance from time to time at a per annum rate as hereinafte existing indebtedness and future advances made pursuant to the Note to it	r.described. The Note evidences he same extent as it such future is such putting indebtedness.
at the time of any future advances. Payments of all accrued interest on t	the then outstanding principal balance of the Note, at	SOOVE THE INDEX TELE
as hereafter defined, shall commence on the 2nd day of Nethereafter with a final payment of all principal and accrued interest due. The "Index Rate" of interest is a variable rate of interest and is defined in	OVERDED Settlement of \$11989 Section 7 and continue on the 2	MCI to day of each month
The "Index Rate" of interest is a variable rate of interest and is defined in	n the Note as the announced prime rate of interest of Herris Trust and Say	ings Bank as determined on the
day of each month during the term hereof. In the ev	east Marrie Trust and Savings Bank discontinues announcing of establishing	a ortime rate of interest the index
Rate shall thereafter be the Bank Prime Loan Rate on the 12th	day,of each month during the term hereof as set forth in Federal R	eserve statistical H.15 published
by the Federal Reserve Board.	A CONTRACT OF THE PROPERTY OF	all a topolit tract that the terms
<b>"要</b> 是一种,我们们还可以从来来的数据中,我们就就把他们的时候,那么你的时候,我们可以把一起的时候,我就说他们的说,可以不知道的话,		t conditions of the Line of Cradit
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Agreement, and for other good and valuable consideration, the Grantor OLYMPIA FIELDS	does hereby grant, remise, mortgage, warrant and convey to the Trustee County of COOK	. Its successors and assigns the
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- or in this Trust-Deed to the contrary, become due and payable (i) after the date on which any payment of principal or interest is due and is unpaid or (ii) it any other detailed occurs in the performance or observance of any term, agreement or condition contained in the Note, in the Note, in the Line of Credit Agreement, or its any other instrument which at any time evidences or secures the indebtedness secured hereby; or (iii) upon the Next of any party to the Note, Line of Credit Agreement or this Trust Deed, whether maker, endorser, guaranter, surely or accommodation party; or (iv) if any party liable on the Not. We either as maker, endorser, guaranter, surely or accommodation party shall make an assignment for the benefit of creditors, or if a receiver of any such party's property shall be prointed, or if a petition in bankruptcy or other similar proceeding under any law-for relief of debtors shall be filled by or against any such party and if filled against the party shall not be released within sixty (50) days; or (v) if any statement, application or agreement made or furnished to Beverly Bank-Matteson now or from time to time by Grantor is false or to or or in a material respect.
- 3. The Trustee or the holder of the Note may, but need not, make any payment or perform any act to e paid or performed by Grantor and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, comproint or c settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or consent to any tax or assessment upon the failure c. C antor to do so. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therawith, including attorneys' less, and any other moneys advanced by Trustee or the holder of the Note to protect the Premises and the lien hereof, shall be additional indebtedness secured hereby and shall become immediately due and 'aybli without notice and with interest thereon at the rate per annum set forth in the Note, inaction of Trustee or holder of the Note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph. It is hereby agreed that upon foreclosure, whether or not there is a deficiency upon the sale of the Premises, the derivative of the Note hereby secured making an phyment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or little or claim thereof.

  A When the Indebtedness hereby secured shall become due whether by acceleration or otherwise.
- A. When the Indebtedness hereby secured shall become due whether by acceleration or otherwise, the holder of the intermediate or Trustee shall have the right to foreclose the lian hereof, in any suit to foreclose the lien hereof, there shall become due whether by acceleration or otherwise, the holder of the intermediate in the right to foreclose the lian hereof, in any suit to foreclose the lien hereof, there shall become due whether by acceleration or otherwise, the holder of the fire to proceed the holder of the Note in the Note in the Note in the searches and examines with respect to title as Trustee or the holder of the Note in th
- or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

  5. The proceeds of any foreclosure agts of the Premises shall be distributed and applied in the following order of priority: First, on account of the last and expenses incident to the foreclosure proceedings, including all suppliers as are mentioned in the preceding paragraph hereof; second, all other items which under the press constitute secured indebtedness additional to that evidenced by the flote, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Grantor, its legal representatives or assigns and interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Grantor, its legal representatives or assigns and interest remaining unpaid on the Note; fourth, any overplus to Grantor, its legal representatives or interesting the principal and interest remaining unpaid on the Note; fourth, any overplus be made either before or all Premises. Such appointment may be made either before or all Premises or whether the same shall be then occupied as a homostead or not and the Trustee herefunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Grantor, its successors or assigns, except for the intervention of such receiver, would be entitled to collect associated period. The Court from time to them any authorize the receiver to apply the net income in his hands in payment in whole of in part of: (1) the indebtedness secured hereby, or by any decree for foreclosing this Trust Deed, or any large and deficiency.

  7. The Trust Deed is obserted a first payment in whole or in part of: (1) the indebtedness
- 7. The Trust Deed is given to secure all of Grantor's obligations under both the heretolore described Note and also Line of Credit Agreement executed by Grantor contemporaneously herewith. All the terms of said Note and Line of Credit Agreement are hereby incorporated by retermine the terms of said Note and Line of Credit Agreement are hereby incorporated by retermine the terms of said Note and Line of Credit Agreement are hereby incorporated by retermine the terms of said Note and Line of Credit Agreement are hereby incorporated by retermine the terms of said Note and Line of Credit Agreement are hereby incorporated by retermine the terms of said Note and Line of Credit Agreement are hereby incorporated by retermine the terms of said Note and Line of Credit Agreement are hereby incorporated by retermine the terms of said Note and Line of Credit Agreement are hereby incorporated by retermine the terms of said Note and Line of Credit Agreement are hereby incorporated by retermine the terms of said Note and Line of Credit Agreement are hereby incorporated by retermine the terms of said Note and Line of Credit Agreement are hereby incorporated by retermine the terms of said Note and Line of Credit Agreement are hereby incorporated by retermine the termine the t
- 8. The proceeds of any award or claim for damages/direct or consequential; in connection with any condemnation or other taking of the Premises; or part thereof; or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Trustee or the Holder of the Note, subject to the terms of any mortgage, deed or trust or other security agreement with a filen which has priority over this Trust Deed. Grantor agrees to execute such further documents as may be required by the condemnation authority to effectuals this paragraph. Trustee is hereby trevocably, authorized to apply or release such moneys received or make settlement for such moneys in the same manner and with the same effect as provided in this Trust Deed for disposition or settlement of proceeds of hazard insurance. No settlement for condemnation damages shall be made without Trustee's and the Holder's of tho Note consenting to same.
- 9, Extension of the time for payment, acceptance by Trustee or the Holder of the Note of payments other than according to the terms of the Note, modification in payment terms of the sums secured by this Trust Deed granted by Trustee to any successor in interest of Grantor, or the waiver or failure to exercise any right granted herein shall not operate to release, in any manner, the liability of the original Grantor, Grantor's successors in interest, or any guarantor or surely thereof. Trustee or the Holder of the Note shall not be ideemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by said party. Any such waiver shall not be construed as continuing or as a waiver as to any other event. The procurement of insurance or the payment of taxes, other liens or charges by Trustee or Holder of the Note shall not be a waiver of Trustee's right as otherwise provided in this Trust Deed or accelerate the maturity of the indebtedness secured by this Trust Deed in the event of Grantor's default under this Trust Deed.
- 10. The covenants and agreements herein contained shall bind, and the rights hereuder shall linure to, the respective successors, heirs, legatees, devisees and assigns of Trustee and Grantor. All covenants and agreements of Grantor (or Grantor's successors, heirs, legalees, devisees and assigns) shall be joint and several. Any Grantor who co-signs this Trust Deed, but does not execute the Note, (a) is co-signing this Trust Deed only to encumber that Grantor's interest in the Premises under the lien and terms of this Trust Deed

and Holder of the Note and any other Granton and to release homestesd rights, if any, (b) hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the twithout releasing that Grantor or modifying this Trust Deed as to that Grantor's interest in the Premises. or the Note, without that Grantor 11. Trustee has no duty to examine the title, location, existence or condition of the Premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power. herein given unless expressly obligated by the terms hereot, not be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given. 12. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the Note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. 13. Trustee or the holders of the Note shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose. 14. Trustee may resign by instrument in writing filed in the Office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed, in case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the Premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder. 15. The Note secured heroby is not assumable and is immediately due and payable in full upon transfer of little or any interest in the premises given as security for the Note referenced above, or transfer or assignment of the Beneficial Interest of the Land Trust executing this Trust Deed. In addition, if the premises is sold under Articles of Agreement for Deed by the present title holder or any beneficiary of a title holding Trust, all sums due and owing hereunder shall become immediately due and payable. 18. Any provision of this Trust Deed which is unenforceable or is invalid or contrary to the law of illinois or the inclusion of which would affect the validity, legality or enforcement of this Trust Deed, shall be of no effect, and in such case all the remaining terms and provisions of this Trust Deed shall subsist and be fully effective the same as though no such invalid portion had ever been included herein. N/A 17. If this Trust Deed is executed by a Trust, executes this Trust Oeed as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by Trustee and the Holder of the Note herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note personally to pay said Note or any interest that may accrue the root, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any; being expressly waived, and that an root ery on this Trust Deed and the Note secured hereby shall be solely against and out of the Promises hereby conveyed by enforcement of the provisions hereof and of said Note, he this waiver shall in no way affect the personal liability of any co-maker, co-signer, andorser or guaranter of said Note.

N. WITNESS WHEREDE Granton as a secured this Trust Deed and the Note secured hereby and in the personal liability of any co-maker, co-signer, andorser or guaranter of said Note. IN WITNESS WHEREOF, Grantor's has/have executed this Trust Deed. Individuals MILLÉR Individual Granto THOMAS M MILLER KRISTIN Date: Individual Granto Individual Grantor not personally but as Trustee aforesaid ATTEST: STATE OF ILLINOIS COUNTY OF WILL

THOWS M. MILLER AND KRISTIN J.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MILLER. 17. U.S.

In the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MILLER. 17. U.S.

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In the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MILLER, 18. U.S.

In the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MILLER, 18. U.S. COUNTY OF W111 in person, and acknowledged that he signed, GIVEN under my hand and official seal, this SIH \_ day of October Notary Bublic My Commission Valerie Harrell Motory Public, State of Illinois My Commission Expires Jan. 6; 1991 STATE OF ILLINOIS 38 COUNTY OF I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Secretary of said corporation, personally known to me to be the same persons whose names are superfibed to the foregoing instrument as such.

Tresident and sporedary, especially personal before me this day in person and acknowledged that they slighted, sealed and delivered the said instrument as their own tree and voluntary acts and as their early orbitately act of said corporation, and affix the said corporate seal of said corporation, did affix the said corporate seal of said corporation, and affix the said corporate seal of said corporation to said instrument as the free and voluntary act, and as the free President of My Commission expires: 22