

DOCUMENT NO.

STATUTORY FEDERAL TAX LIEN SEARCH

PRESENT PARTIES IN INTEREST:

Thomas G. LEARNED
Patricia D. 11
19199-018

DATE OF SEARCH:

767301

RESULT OF SEARCH:

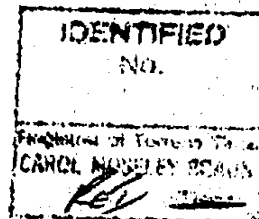
Learned, Thomas & Joanna
9115 S. Bell Apt. 20
Doc. 89442333 # 76-449-61 09-20-89
NONE

1-22-90

CAROL HOSLEY BEAN
COUNTY CLERK
JAN 22 AM 11:00
COUNTY RECORDER

INTENDED GRANTEES OR ASSIGNEES:

RESULT OF SEARCH:



88-71-5

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois } ss.
County of Cook }

Thomas G. Leonard

being duly sworn, upon oath states that He

is 52 years of age and1. ☐ has never been married2. ☐ the widow(er) of _____3. ☒ married to Priscilla D. Leonard

said marriage having taken place on

Oct 11, 19884. ☐ divorced from _____

date of decree _____

case _____

county & state _____

Affiant further states that Thomas G. Leonard social security number is 148-38-9123 and that there are no United States Tax Liens against Thomas G. Leonard

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
11/79	8/1/88	2447 WILSON ST	EVANSTON	IL 60201
8/1/88	12/1/89	209 WILSON ST 11-301	EVANSTON	IL 60201

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
6/73	12/88	REG. SMITH TECH	PERKINS REG CORP	3 GARRISON ST CHICAGO

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.

Subscribed and sworn to me this 6 day of DECEMBER, 1989

UNOFFICIAL COPY

RECEIVED AT JUDGE

CLERK OF COURT

County of Cook
City of Chicago

Property of Cook County Clerk's Office

UNOFFICIAL COPY

HARRIS BANK WILMETTE, N.A.
HOME LINE CREDIT MORTGAGE

3855181

This Home Line Credit Mortgage is made this 1st day of December, 1989, between the Mortgagor, Thomas G. Leonard and Patricia D. Leonard, Married to each other

(herein "Borrower"), and the Mortgagee, Harris Bank Wilmette, National Association whose address is 1701 Sheridan Road, Wilmette, Illinois 60091 (herein "Lender").

WHEREAS, Borrower and Lender have entered into a Harris Bank Wilmette, N.A. Home Line Credit Agreement and Disclosure Statement (the "Agreement") dated December 1, 1989, pursuant to which Borrower may from time to time until December 1, 1996 borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 25,000.00

(the "Maximum Credit") plus interest. Interest on the sums borrowed pursuant to the Agreement is payable at the rate and at the times provided for in the Agreement. After December 1, 1996 (the "Expiration Date") (i) all sums outstanding under the Agreement may be declared due and payable or (ii) all sums outstanding under the Agreement and all sums borrowed after such date, together with interest thereon, may be due and payable on demand. In any event, all amounts borrowed under the Agreement plus interest thereon must be repaid by December 1, 1996 (the "Final Maturity Date").

TO SECURE to Lender the repayment of the indebtedness incurred pursuant to the Agreement, with interest thereon, 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 Agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property located in County of Cook, State of Illinois:

Item 1. Unit 304 as described in a survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 31st day of July, 1987 as Document Number 2338221; and

Item 2. An Undivided 8.43 Interest (except the Unit delineated and described in said survey) in and to the following described premises: Lot Thirteen (13) in Block Eighteen (18), in North Evanston, a Subdivision of Lots 11 to 18 and the West 4.3 acres of Lot 17, in George Smith's Subdivision of the South part of Archang's Quilmette Reserve and also of Lots 1 and 3 and that part of Lot 2 lying between Chicago and Milwaukee Railroad and the West line of Lot 3 produced to the North line of Section 12, Township 41 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

RECORDED

Permanent Index Number 10-12-103-026-1008

which has the address of 2009 Harrison St. Unit #304 Evanston, IL 60201 (herein "Property Address")

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, water rights, and water stock, 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 leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

RT 1-330

RE TITLE SERVICES

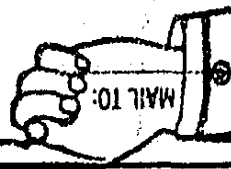
NOTE IDENTIFIED

3855181

UNOFFICIAL COPY

1700 Sherman Road
Winnetka, Illinois 60091

3055181
3055181



Submitted by

My Commission Expires: 6/23/90
James F. Swenson
Notary Public for Illinois
Winnetka, Illinois 60091

Deed to

Address

Notified by

REAL ESTATE INDEX GROUP
1820 Ridge Avenue
Evanston, IL 60201

Order #

1990 JAN 22
CAROL ANN BRADY
REGISTRAR OF TITLES

Given under my hand and notary seal, this day of

1990 JAN 22

did also and there acknowledged that he, as executor, of the corporate seal of said national banking association, as Trustee, for the uses and purposes therein set forth, and the said

they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth, and the said

persons whose names are subscribed to the foregoing instrument as such

and

certify that

of said national banking association, personally known to me to be the same

of

a Notary Public in and for said county and state, do hereby

STATE OF ILLINOIS

COUNTY OF

ATTEST:

By:

Not personally, but as Trustee under Trust No.

and its corporate seal to be hereunto affixed and attested by its

Trustee and/or said, has caused these presents to be signed by its

IN WITNESS WHEREOF,

held personally liable upon or in consequence of any of the covenants of this document, either expressly or implied.

by, but only as Trustee and that no personal liability is assumed by or shall be asserted or enforced against the Bank because of, or on account

instituted/referred to as the Bank, as Trustee, and accepted upon the express understanding that the Bank enters into the same not personal

This document is made by

Notary Public

James F. Swenson

My Commission Expires 6/23/90

IF BORROWER IS A TRUST

19 81

signed and delivered the said instrument as

personally known to me to be the same person(s) whose name(s)

a Notary Public in and for

Cook

STATE OF ILLINOIS

COUNTY OF

ATTEST:

By:

Not personally, but as Trustee under Trust No.

and its corporate seal to be hereunto affixed and attested by its

Trustee and/or said, has caused these presents to be signed by its

IN WITNESS WHEREOF, Borrower has executed this Mortgage

IF BORROWER IS AN INDIVIDUAL(S)

Borrower covenants that Borrower is lawfully seized of the estate therein conveyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages, declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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 indebtedness incurred pursuant to the Agreement, together with any loss and charges as provided in the Agreement.

2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof shall be applied by Lender first in payment of interest on the Mortgage, then to interest, fees and charges payable pursuant to the Agreement, then to the principal amount outstanding under the Agreement.

3. **Charges, Liens.** Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attach to the Mortgage, and shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the mortgage which may attach to the mortgage policy insuring Lender's interest in the Property, provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, theft, lightning, windstorm, hail, flood, earthquake, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require, provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by the Mortgage and any other mortgage on the Property.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in a timely manner.

All insurance policies and coverages shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Upon the request of Lender, Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, provided such restoration or repair is economically feasible and the security of the Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of the Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by the Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the 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 payments due under the Agreement, or change the amount of such payments. If under paragraph 17 hereof the Property is acquired by Lender, all rights, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and shall comply with all rules, regulations and restrictions of the condominium or planned unit development. If a condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and shall comply with all rules, regulations and restrictions of the condominium or planned unit development. If a condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and shall comply with all rules, regulations and restrictions of the condominium or planned unit development.

6. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements established in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, any proceeding brought by or on behalf of a prior mortgagee, eminent domain, involuntary, code enforcement, or arrangements involving a bankrupt or decedent, Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and only upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6, 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 upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. **Inspection.** 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.

8. **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, and 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.

9. **Condition of Property.** If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnation 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 the 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 Agreement or change the amount of such payment.

10. **Force Majeure.** Any indebtedness by Lender under the Agreement shall be deemed to be a debt of the Borrower, and the maturity of the indebtedness or the payment of taxes or other charges shall not be a defense to the maturity of the indebtedness or the payment of taxes or other charges by Lender under the Agreement.

11. 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.

12. 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. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Agreement; a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Mortgage; b) is not personally obligated to pay the sums secured by this Mortgage; 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 Mortgage or the Agreement without that Borrower's consent. 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.

13. Loan Charges. If the loan secured by this Mortgage 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 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.

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 mailing such notice by certified 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 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 or Lender when given in the manner designated herein.

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

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

17. Termination and Acceleration. Lender at its option may terminate the availability of loans under the Agreement, declare all amounts owed by Borrower to Lender under the Agreement to be immediately due and payable, and enforce its rights under this Mortgage if: a) Borrower fails to make any payment due under the Agreement secured by this Mortgage; b) Borrower acts or fails to act in a way that adversely affects any of the Lender's security for the indebtedness secured by this Mortgage, or any right of the Lender in the Property or other security for the indebtedness secured by this Mortgage; or c) any application or statement furnished by Borrower to the Lender is found to be materially false. The Lender's security shall be presumed to be adversely affected if: a) all or any part of the Property or an interest therein is sold, transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person), encumbered, or conveyed by Borrower without Lender's prior written consent, excluding the creation of a lien or encumbrance subordinate to this Mortgage; b) Borrower fails to comply with any covenant or agreement in this Mortgage or the Agreement. If it becomes necessary to foreclose this Mortgage by judicial proceeding, Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to reasonable attorneys' fees, and costs of documentary evidence abstracts and title reports.

18. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan, unless and until pursuant to the Agreement such loan is converted to an installment loan, and shall secure not only presently existing indebtedness under the Agreement 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, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Lender may make under this Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed one hundred fifty percent of the Maximum Credit, plus interest thereon and any disbursements which the Lender is authorized to make under this Mortgage or the Agreement (e.g. for payment of taxes, special assessments or insurance on the Property) and interest on such disbursements (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof 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. All 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 Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage and termination of the Agreement, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Waiver of Homestead. Borrower hereby waives all right to homestead exemption in the Property.

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