

DOCUMENT NO.

954942

STATUTORY FEDERAL TAX LIEN SEARCH

PRESENT PARTIES IN INTEREST:

John Wesley McGowan  
Kareale McGowan

DATE OF SEARCH:

789158

RESULT OF SEARCH:

MC Gowan, John H. & Barbara J. 6-12-90  
5038 W. Van Buren Ches. Ct.  
Doc. 90228397 \$2,192.09 5-17-90  
MC Gowan, John & Luvenia  
12039 S. Union Ave. Ches.  
Doc. 27418063 \$5,855.10 1-25-85  
None

INTENDED GRANTEEES OR ASSIGNEES:

96 JUN 12 PM 4:33

CAROL MOSELEY BRAUN  
REGISTER OF TITLES

IDENTIFIED  
No.  
Register of Torts & Titles  
CAROL MOSELEY BRAUN  
Walker

RESULT OF SEARCH:

NOTARY PUBLIC, STATE OF ILLINOIS  
KERRY E. ABATE  
"OFFICIAL SEAL"  
MY COMMISSION EXPIRES 7/6/92

Subscribed and sworn to me this 22nd day of May, 1990  
John W. McGowan  
Kerry E. Abate

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) |
|-------------|-----------|--------------------------|---------------------|-----------------------------------|
| 1959        | 1990      | ELECTRONIC M.R. MECHANIC | CHICAGO POST OFFICE | 433 VAN BURN ST CHICAGO IL 60607  |

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

| FROM (DATE) | TO (DATE) | STREET NO.       | CITY    | STATE    |
|-------------|-----------|------------------|---------|----------|
| 1964        | 1990      | 8840 CALUMET AVE | CHICAGO | ILLINOIS |

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

Affiant further states that his social security number is 361-24-7070 and that there are no United States Tax Liens against him

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

4.  divorced from \_\_\_\_\_  
and marriage having taken place on JAN 16-53

3.  married to Barbara McGowan

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

is 65 years of age and John W. McGowan being duly sworn, upon oath states that he

State of Illinois } ss.  
County of Cook }

3889240

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE WITNESSETH, That John Wesley McGowan and Paralee McGowan, Married to each other

(hereinafter called the Grantor), of 8840 Calumet Avenue Chicago, IL 60619

for and in consideration of the sum of Twelve Thousand Eighty One and 60/100 Dollars

in hand paid, CONVEY AND WARRANT to First National Bank of Illinois

of 3256 Ridge Road Lansing, IL 60438

Above Space For Recorder's Use Only

as Trustee, and to his successors in trust hereinafter named, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook and State of Illinois, to-wit: LOT SEVENTEEN (Except the North Three (3) feet thereof)----(17). The North Nine (9) feet of LOT EIGHTEEN----(18) In Block Three (3), in W. K. Gore's Subdivision of the South East Quarter (1/4) of the North East Quarter (1/4) of the North West Quarter (1/4) of Section 3, Town 37 North, Range 14, East of the Third Principal Meridian.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number(s): 25-03-112-060  
Address(es) of premises: 8840 Calumet Avenue, Chicago, IL 60619

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor is justly indebted upon First principal promissory note bearing even date herewith, payable to order of First National Bank of Illinois, Lansing, Illinois, in 60 consecutive payments in the amount of Two Hundred One and 36/100 Dollars (\$201.36) payable on the 24th day of June, 1990 and on the 24th day of every month thereafter until the entire balance has been paid in full.

3889240

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same do become due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior incumbrances, or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or be charge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and the money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 10 1/2 per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements of the Grantor, the Grantor shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon, from time of such breach at 10 1/2 per cent per annum, shall be recoverable by foreclosure in court, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof-- including reasonable attorney's fees, outlays for documentary evidence, a photographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree-- shall be paid by the Grantor; and the like expenses and disbursements occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of same, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is John Wesley McGowan and Paralee McGowan, Married to each other of Cook County of the grantee, or of his resignation, refusal or failure to act, then

IN THE EVENT of the death or removal from and First National Bank of Illinois of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to the laws of the State of Illinois regarding notes and mortgages.

Witness the hand and seal of the Grantor this 25th day of April, 1990

Please print or type name(s) below signature(s)

John Wesley McGowan (SEAL)  
John Wesley McGowan  
Paralee McGowan (SEAL)  
Paralee McGowan

This instrument was prepared by Irma L. Deichen, First National Bank of Illinois (NAME AND ADDRESS) 3256 Ridge Road, Lansing, IL 60438

NOTE IDENTIFIED  
AFFIDAVIT OF NO U.S. TAX LIEN ATTACHED.

COOK COUNTY SECOND MORTGAGE

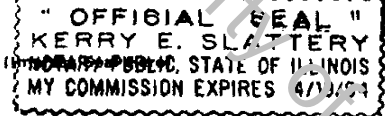
# UNOFFICIAL COPY

STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Kerry E. Slattery, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Wesley McGowan and Paralee McGowan, Married to each other

personally known to me to be the same person ~~s~~ whose names ~~s~~ are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 25th day of April, 1990.



Kerry E. Slattery  
Notary Public

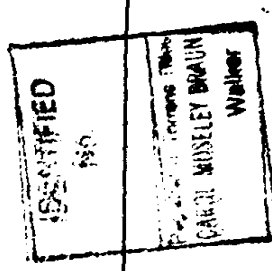
Commission Expires 4/19/94

Cook County Clerk's Office

INSTRUMENT NO. 3888240  
SECOND MORTGAGE  
**Trust Deed**  
3888240

TO 3888240

1990 JUN 12 PM 4:35  
CAROL NOBELY BRAUN  
REGISTRAR OF TITLES



FNBI  
3256 Ridge Rd  
Cansing, IL 60438  
GEORGE E. COLE  
LEGAL FORMS