

UNOFFICIAL COPY

CHICAGO TITLE INS  
CORP

CARD MOSELEY BRAUN  
REGISTER OF TITLES

90 JUL 24 PM 2:00

795950

DATE OF SEARCH:

11/20/94

DOCUMENT NO.

STATUTORY FEDERAL TAX LIEN SEARCH

PRESENT PARTIES IN INTEREST:

Alan R. Wilson  
Mary D. Wilson

RESULT OF SEARCH:

Mrs. Wilson, Chicago Home  
Wilson, Charles R + Mary A.  
9153 S. Maryland  
Box 89102 506 #155232 3/9/89  
Wilson, M. Diana  
701 Huntington Commons Unit #11, Mt Prospect  
Box 87221028 #2448.07 4/9/87

INTENDED GRANTEE OR ASSIGNEE:

RESULT OF SEARCH:

Property of Cook County Office

# UNOFFICIAL COPY

PROPERTY OF COOK COUNTY CLERK'S OFFICE

Property of Cook County Clerk's Office

07/09/2011

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

FEDERAL TAX LIEN AFFIDAVIT

STATE OF ILLINOIS

State of Illinois  
County of Cook

Alan R. Wilson being duly sworn, upon oath states that he

is 41 years of age and

- 1.  Has never been married.
- 2.  the widower of \_\_\_\_\_
- 3.  married to Mary Doris Wilson  
 said marriage having taken place on  
August 14, 1982
- 4.  divorced from \_\_\_\_\_  
 date of decree: \_\_\_\_\_  
 case: \_\_\_\_\_  
 county & state: \_\_\_\_\_

Property of Cook County Clerk's Office

Affiant further states that his social security number is 247-42-8232 and that there are no United States Tax Liens against him

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
7-89	Current	788 Concord	Barrington	Illinois
8-79	7-89	1302 Washington	Des Plaines	Illinois

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

FROM (DATE)	TO (DATE)	OCCUPATION	EMPLOYER	ADDRESS (COUNTY & STATE)
9/83	Current	Portfolio Manager	Stalner Diamond Asset Management	148 S. Dearborn, #420 Chicago, IL 60603
7/76	9/83		Harris Trust	111 W. Monroe Chicago, IL 60603

Affiant further states that affiant makes this affidavit for the purpose of inducing the Register of Titles, Cook County, Ill. to issue his Torrens Certificate of title free and clear of possible United States Tax Liens.

Notary Public  
My Comm. Expires 3/6/93

Alan R. Wilson

Subscribed and sworn to me this 5th day of July, 1989

[Signature]

# UNOFFICIAL COPY

3898981898981

## RESIDENTIAL CONSTRUCTION MORTGAGE

This Residential Construction Mortgage is made this 12th day of June, 1990, between the Mortgagor, Alan R. Wilson and Mary D. Wilson, his wife (herein "Borrower"), and the Mortgagee, Harris Trust And Savings Bank, an Illinois banking corporation whose address is 111 West Monroe Street, Chicago, Illinois 60690 (herein "Lender").

WHEREAS, Borrower and Lender have entered into a Residential Construction Loan Agreement (such agreement as the same may from time to time be amended, modified, supplemented or renewed is herein referred to as the "Loan Agreement") dated June 12, 1990, pursuant to which Borrower may from time to time borrow from Lender sums for the construction of a house on the hereinafter described property which shall not in the aggregate outstanding principal balance exceed \$325,000.00.

WHEREAS, Borrower has executed and delivered to Lender a Promissory Note ("Note") of even date herewith evidencing amounts outstanding under the Loan Agreement and providing for the payment of interest prior to maturity (whether by acceleration or otherwise) at the rate per annum determined by adding 1.250% to the highest Prime Rate published in the Money Rate Section of the Wall Street Journal ("Prime Rate") and payable after maturity (whether by acceleration or otherwise) at the rate per annum determined by adding 1.250% to the Prime Rate from time to time in effect. All interest is computed on the basis of a year of 365 days and actual days elapsed.

WHEREAS, all principal, interest and any other amounts due under the Note and Loan Agreement are due and payable on February 28, 1991.

TO SECURE to lender the repayment of the indebtedness evidenced by the Note, with interest thereon and the repayment of all obligations incurred pursuant to the Loan 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 Loan Agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the county of Cook, State of Illinois:

LOT EIGHT (8) IN GROVE ESTATES, IN THE NORTHEAST QUARTER (1/4) OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JULY 13, 1956 AS DOCUMENT NUMBER 1682472, IN COOK COUNTY, ILLINOIS.

which has the address of 221 Frances Lane, Barrington, IL  
(herein "Property Address") and Property Index Number of 02-05-202-006;

This instrument Prepared by:

Gray Christopher Daly  
111 West Monroe Street  
Chicago, IL 60610

AFFIDAVIT OF NO U.S. TAX LIEN ATTACHED

3898981

7266787 DA

NOT IDENTIFIED

TOGETHER with all the improvements now or hereafter erected on the property, all materials intended for construction, reconstruction, alteration and repairs of the improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within such improvements immediately upon the delivery thereof to the said real estate 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".

Borrower covenants that Borrower is lawfully seized of the estate hereby 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 said interest on the indebtedness evidenced by the Note, together with any fees and charges as provided in the Loan Agreements.

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

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 attain a priority over this mortgage, and leasehold payments or ground rents, if any. Borrower shall, upon request of Lender, promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower 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 and shall deposit with the Lender such collateral security as Lender may request.

4. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured as provided in the Loan Agreement.

388981

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 this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this 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 by Lender 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 Loan Agreement, or change the amount of such payment. If under paragraph 18 hereof the Property is acquired by Lender, all right, 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 constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained 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, insolvency, code enforcement, or arrangements or proceeding involving a bankrupt or decedent, the 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 entry upon the Property to make repairs.

1000001

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 Note. 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, are 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.

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 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 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 payment due under the Loan Agreement or change the amount of such payment.

9. **Borrower Not Released.** Extension of the time for payment or modification of any other term of the Note, Loan Agreement or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify any term of the Note, Loan Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy under the Loan Agreement or hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of

1888881

Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

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, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. 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. 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.

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

15. Borrower's Copy. Borrower shall be furnished a conformed copy of this Mortgage at the time of execution or after recording hereof.

16. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold, transferred or conveyed by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances or (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

10000000



# UNOFFICIAL COPY

0 3 8 9 8 9 8 1

17. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, the Note or the Loan Agreement, including the covenants to pay when due any sums secured by this Mortgage or upon the occurrence of an event of default under the Loan Agreement, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and/or may terminate the availability of loans under the Loan Agreement and may 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. 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.

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

20. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property.

21. Waiver of Right of Redemption. To the extent permitted by applicable law, Borrower waives any and all rights of redemption from sale under any order or decree of foreclosure on behalf of Borrower and each and every person acquiring any interest in, or title to the Property subsequent to the date of this Mortgage and on behalf of all other persons to the extent permitted by applicable law.

22. Mortgage Constitutes Construction Mortgage. This Mortgage secures an obligation for the construction of improvements on the Property, constitutes a construction mortgage for the purpose of Article Nine of the

3886981

Uniform Commercial Code of Illinois and is entitled to all of the benefits afforded construction mortgages thereunder.

23. Compliance with Residential Construction Loan Agreement. Borrower will abide by and comply with and be governed and restricted by all of the terms, covenants, provisions, restrictions and agreements contained in the Loan Agreement, and in each and every supplement thereto or amendment thereof which may at any time or from time to time be executed and delivered by the parties thereto or their successors and assigns.

24. Provisions of Residential Construction Loan Agreement. The proceeds of the Note are to be disbursed by the Lender in accordance with the terms contained in the Loan Agreement, the provisions of which are incorporated herein by reference to the same extent as if fully set forth herein. Borrower covenants that any and all monetary disbursements made in accord with the Loan Agreement shall constitute adequate consideration to Borrower for the enforceability of this Mortgage and the Note, and that all advances and indebtedness arising and accruing under the Loan Agreement from time to time, whether or not the total amount thereof may exceed the face amount of the Note, shall be secured by this Mortgage. Upon default in any of the terms, provisions or covenants in the Loan Agreement contained, which default is not cured within the time permitted by this Loan Agreement, the Lender may (but need not): (i) declare the entire principal indebtedness and interest thereon due and payable and pursue all other remedies by this Mortgage conferred upon Lender or conferred upon Lender by law as in the case of default; or (ii) complete the construction of said improvements and enter into the necessary contracts therefor. All monies so expended shall be so much additional indebtedness secured by this Mortgage, and any monies expended in excess of the Note, shall be payable on demand with interest at the post maturity rate applicable under the Note. Lender may exercise either or both of the aforesaid remedies. The provisions, rights, powers and remedies contained in the Loan Agreement are in addition to, and not in substitution for, those contained herein.

188888

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Alan R. Wilson  
Alan R. Wilson Borrower  
Type or Print Name

Mary D. Wilson  
Mary D. Wilson Borrower  
Type or Print Name

UNOFFICIAL COPY

03898981

STATE OF ILLINOIS

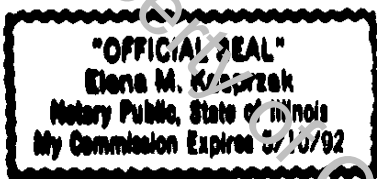
COUNTY OF

Cook

)  
)  
)  
88

I, Elena Kasprzak, a Notary Public in and for said county and state, do hereby certify that Alan R. Wilson, Mary D. Wilson, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as Their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 5<sup>th</sup> day of July, 1990.



(SEAL)

Elena M. Kasprzak  
Notary Public

My Commission Expires:

May 10, 1992

COOK County Clerk's Office

1868681

UNOFFICIAL COPY

Property of Cook County Clerk's Office

My Commission Expires  
Notary Public, State of Illinois  
Elena M. Kozlovskaya  
"OFFICIAL SEAL"

389981

3898981  
IN DUPLICATE  
Hoffert

3898981

Submitted by \_\_\_\_\_

Address \_\_\_\_\_

Promised by \_\_\_\_\_

Deliver Certificate to \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Deliver duplicate Trust

3898981

Address \_\_\_\_\_

Notary \_\_\_\_\_

City, State \_\_\_\_\_

CHICAGO TITLE INS  
P-16-939