

DOCUMENT NO.

1469500

STATUTORY FEDERAL TAX LIEN SEARCH

PRESENT PARTIES IN INTEREST:

72-68-080

DATE OF SEARCH:

RESULT OF SEARCH:

Steele, Robert L. + Jacqueline
847 Marshall Bellwood, IL
\$442355 \$14,259.05 7-20-89

8-27-89

801238

INTENDED GRANTEES OR ASSIGNEES:

RESULT OF SEARCH:

PROPERTY TAXES
8-27-89 PM 2:09

SEARCHED
INDEXED
SERIALIZED
FILED
AUG 27 1989
C. T. HIGDON

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Customer # _____
Torrens _____ Filing Date AUG 27 1990
Ch. # 1469500 L.F. Date 9-2-89
Grantor ROBERT G. STEELE
S.S.# JA
Grantor _____
S.S.# _____
Grantee _____
S.S.# _____
Grantee _____
S.S.# _____
PIN.# 14-19-432-028 Tax # 175537
Fed Lien Search 811258 VF
Title Officer _____
Title Company _____
Trust Dept. _____ Survey Dept. _____
Approval _____ Approval _____
Refused _____

Type of Document	Number
<u>REL</u>	_____
<u>MCI</u>	_____
<u>ALL</u>	_____
_____	_____
_____	_____

Total No. Docs. 3
Logged _____ Microfilm _____
To Tax Dept. _____ Ret'd _____
Previewed _____ Date _____
Typed _____ Date _____
Revised _____ Date _____
New Ch. # _____ Date _____
Delivery _____ Date _____
Customer Signature _____

Property of
County Clerk's Office

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FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois } ss.
County of Cook }

Robert G. Steele being duly sworn, upon oath states that he

is 45 years of age and

1. has never been married

2. the widow(er) of

3. married to Mary Jo K Steele

said marriage having taken place on

7/18/87

4. divorced from

date of decree

case

county & state

Affiant further states that his social security number is 360-36-1411 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
1977	Present	3125 N. Racine	Chi	ILL.

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

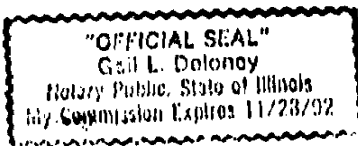
FROM (DATE)	TO (DATE)	OCCUPATION	EMPLOYER	ADDRESS (STREET NO.) CITY STATE
1987	Present	Attorney	SELF	3901 N. Lincoln Ave Chi
1983	1987	Law Student	117 - Kent	77 S. Wabash
1976	1983	REAL Estate Sales	Schaefer Realty	4147 N. Lincoln Ave

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 23rd day of August, 1990

Robert G. Steele

Gail L. Doloney



I/We, Robert G. Steele, being the title holder(s) to the property registered on Certificate Number _____, Volume _____, Page _____, in the Office of the Registrar of Titles, Cook County, Illinois, and being married to Mary Jo H Steele

STATE(s):

- (1) That the property herein is not homestead property.
- (2) (a) That the property herein is held and used, _____

A Investment
(insert general purposes; Industrial, Investment, Commercial)
and is (2)(b) _____
Vacant/developed with 2 Flat building

(3) That no proceeding is now pending or contemplated by affiant, nor does affiant know or believe that any proceeding is contemplated by the spouse of same under the Dissolution of Marriage Act, Ill. Rev. Stat., Ch. 40, §101, et seq.

(4) That neither affiant(s) nor the spouse(s) of same is/are residing on said premises.

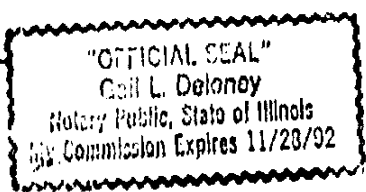
This affidavit is made to induce the Registrar of Titles to accept a certain deed of conveyance effecting said property without the signature(s) of the spouse(s); Said affiant(s) agree(s) to save harmless the Registrar of Titles from any loss, claim, damage and expenses related hereto sustained by acceptance of the said deed and waiving any objection as to homestead rights.

Robert G. Steele

Subscribed and sworn to before me this 24th day of August A.D. 19 90.

(SEAL)

Gail L. Deloney
Notary Public



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NOTE IDENTIFIED

This instrument was prepared by: WILLIAM J. ASSELBORN, JR. 3907336 CHICAGO, IL 60620 (Address)

MORTGAGE

THE TERMS OF THIS LOAN CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.

THIS MORTGAGE is made this 23RD day of AUGUST 19 90 between the Mortgagor, ROBERT G. STEELE, MARRIED TO MARY JO H. STEELE (herein "Borrower"), and the Mortgagee,

ASHLAND STATE BANK, AN ILLINOIS CORPORATION, a corporation organized and existing under the laws of THE STATE OF ILLINOIS whose address is 9443 SOUTH ASHLAND AVENUE, CHICAGO, ILLINOIS 60620 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 50,000.00 which indebtedness is evidenced by Borrower's note dated AUGUST 23, 1990, and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on AUGUST 23, 1995

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, 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 herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK State of Illinois:

LOT 29 IN BLOCK 2 IN THE SUBDIVISION OF BLOCK 49 IN OGDEN'S SUBDIVISION OF PART OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS PROPERTY IS NOT HOMESTEAD PROPERTY

14-19-432-028

which has the address of 1948 WEST BELMONT CHICAGO Illinois 60657 (herein "Property Address"); (Street) (City) (Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which 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 for the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

ILLINOIS—SECOND MORTGAGE—1/80—FNMA/PHLMC UNIFORM INSTRUMENT

Form 3814

NOT HOMESTEAD AFFOR ATTACHED

THIS THE LENDER AFFOR ATTACHED

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UNOFFICIAL COPY

CHICAGO TITLE INS.
66

72-66-030

143700
2
IN DUPLICATE

3907336

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3907336

3907336

Submit to
Address
Priority
Date
Lender
A
A
Name

RECORDING OFFICE
COUNTY OF COOK
JUL 27 1992

ASHLAND STATE BANK
9443 SOUTH ASHLAND AVENUE
CHICAGO, ILLINOIS 60620

OFFICIAL SEAL
COUNTY OF COOK
ILLINOIS
EXPIRES 11/28/92

My Commission expires:

Given under my hand and official seal, this 23rd day of August, 1990.

personally known to me to be the same person(s) whose name(s) appeared before me this day in person, and acknowledged that (s) subscribed to the foregoing instrument, free voluntary act, for the uses and purposes therein set forth.

ROBERT G. STEELE, MARRIED TO MARY JO H. STEELE
a Notary Public in and for said county and state, do hereby certify that

THE UNDERSIGNED

STATE OF ILLINOIS, COOK County ss:

(Sign Original Only)

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower
ROBERT G. STEELE MARRIED TO MARY JO H. STEELE **

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

20. Release. Upon payment of all sums secured by this Mortgage, 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 of homestead exemption in the Property.

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10. **Borrower Not Released; No Forbearance by Lender Not a Waiver.** The liability of the Borrower for payment or modification of amortization of the sums secured by 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 amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** 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. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **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 delivering it or 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 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.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, 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 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. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver.** 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, Lender shall be entitled to have a receiver appointed by a court 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 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. The receiver shall be liable to

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest... 2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay... 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under... 4. Prior Mortgages and Deeds of Trust. Borrower shall perform all of Borrower's obligations... 5. Hazard Insurance. Borrower shall keep the improvement now existing or hereafter erected on the Property... 6. Preservation and Maintenance of Property. Lender shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property... 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage... 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property... 9. 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...

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... 10. Assignment of Lender's Interest. Lender may assign its interest in this Mortgage... 11. Entire Agreement. This Mortgage, together with the documents referred to herein, constitute the entire agreement between the parties... 12. Governing Law. This Mortgage shall be governed by the laws of the State of California... 13. Notices. All notices shall be in writing and shall be given to the Borrower at the address set forth in this Mortgage... 14. Waiver. The Borrower hereby waives any and all defenses, claims, and counterclaims that it may have against the Lender... 15. Severability. If any provision of this Mortgage is held to be unenforceable, the remainder of this Mortgage shall remain in full force and effect... 16. Counterparts. This Mortgage may be executed in counterparts, each of which shall be deemed to be an original copy of this Mortgage, and all of which together shall be deemed to constitute one and the same agreement... 17. Electronic Delivery. The Lender may deliver this Mortgage and any documents referred to herein to the Borrower in electronic form... 18. Assignment of Borrower's Interest. Borrower may assign its interest in this Mortgage to any third party... 19. Successors. The covenants and obligations of the Borrower under this Mortgage shall bind its heirs, assigns, and successors... 20. Acknowledgment. The Borrower acknowledges that it has read this Mortgage and understands its contents and agrees to be bound by its terms and conditions... 21. Signature. This Mortgage shall be signed by the Borrower and the Lender... 22. Date. This Mortgage is made this ___ day of ___, 20__.