

STATUTORY FEDERAL TAX LIEN SEARCHPRESENT PARTIES IN INTEREST:DATE OF SEARCH:

9-5-90

802587

9-5-9007

30 SEP -5 PM 12:22

COOK COUNTY CLERK'S OFFICE

RESULT OF SEARCH

Marcia, A.
 1107 N. Regester
 No. 52310101 725117 6-9-87
 Marcia, M. Marcia
 1107 N. Regester
 No. 52310101 735820 10-12-88

INTENDED GRANTEEES OR ASSIGNEES:RESULT OF SEARCH:IDENTIFIED
No.
 Registrar of Torrens Titles
 CAROL MOSELEY BRAUN
 Bowsky

UNOFFICIAL COPY

Customer # Berta
To: Mami Filing Date 9-5-90
Ct. # 1478548 L.F. Date 12-17-86
Grantor Alfonso Garcia
S.S.# 234-46-0255
Grantor Margarita Garcia
S.S.# 327-46-0207
Grantee _____
S.S.# _____
Grantee _____
S.S.# _____
PIN # 16-28-218-007 Tax # 77118-86
Fed Lien Search SL255702
Title Officer Helma Boulay
Title Company _____
Trust Dept. _____ Survey Dept. _____
Approval _____ Approval _____
Refused _____
Type of Document _____ Number _____
mtg _____

Total No. Docs. 1
Logged _____ Microfilm _____
To Tax Dept. _____ Ret'd _____
Previewer _____ Date _____
Typist _____ Date _____
Revisor _____ Date _____
New Ct. # _____ Date _____
Delivery _____ Date _____
Customer Signature _____

#2544

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9 0 0 7 0 0 4 2 7

FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois } ss.
County of Cook }

Margarita Garcia being duly sworn, upon oath states that she

is 44 years of age and

1. ☐ has never been married

2. ☐ the widow(er) of _____

3. ☒ married to Alfonso

said marriage having taken place on

3/7/63

4. ☐ divorced from _____

date of decree _____

case _____

county & state _____

Affiant further states that her social security number is 327-46-0207 and that there are no United States Tax Liens against her

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

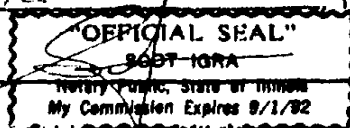
FROM (DATE)	TO (DATE)	STREET NO.	CITY	STATE
1986	Present	4833 W. 24th St.	Cicero	Il.
1980	1986	1913 S. 48th Ct.	Cicero	Il.

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
1988	Present	Machine Operator	Humphreys Inc.	2009 W. Hastings

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 21ST day of APRIL 1990



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FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois } ss.
County of Cook }

Alfonso Garcia

being duly sworn, upon oath states that he

is 51 years of age and

1. ☐ has never been married

2. ☐ the widow(er) of

3. ☒ married to Margarita

said marriage having taken place on

3/7/63

4. ☐ divorced from

date of decree

case

county & state

Affiant further states that his social security number is 324-46-0055 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:

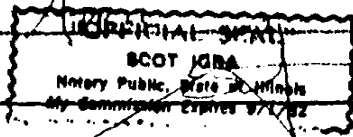
FROM (DATE)	TO (DATE)	STREET NO.	CITY	STATE
1986	Present	4833 W. 24th St.	Cicero	IL
1980	1986	1913 S. 48th Ct.	"	"

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)
1970	Present	Machine Operator	Industrial Coatings Group	2141 S. Jefferson Chicago, IL.

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 01 day of



UNOFFICIAL COPY

MORTGAGE ILLINOIS

3 1 1 2 7

3909427

THIS INDENTURE, made this 21 day of April, 1990, between
Alfonso Garcia & Margarita Garcia, (married to each
other) (Joint Tenants)

4833 W. 24th St. Cicero Ill.
 (NO AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and
SMITH-ROTHCHILD FINANCIAL CO.

221 NORTH LASALLE STREET, SUITE 1300 CHICAGO, ILLINOIS 60601
 (NO AND STREET) (CITY) (STATE)

Above Space For Recorder's Use Only

herein referred to as "Mortgagee," witnesseth

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the Retail Installment Contract dated
April 21, 1990, in the Amount Financed of Thirteen Thousand & 00/100

\$ 13,000 DOLLARS, payable to the order of and delivered to the Mortgagee, in and by which contract the Mortgagors promise
 to pay the said Amount Financed together with a Finance Charge on the principal balance of the Amount Financed in accordance with the terms of the Retail
 Installment Contract from time to time unpaid in 119 monthly installments of \$ 225.77 each beginning
30 days after completion, 1990 and a final installment of \$ 225.77, 1990, together with
 interest after maturity at the Annual Percentage Rate stated in the contract, and all of said indebtedness is made payable at such place as the holders of the
 contract may, from time to time, in writing, appoint, and in the absence of such appointment, then at the office of the holder at
Smith Rothchild Financial Co., 221 N. LaSalle

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum in accordance with the terms, provisions and limitations of this mortgage, and
 the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, do by these presents CONVEY AND WARRANT
 unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein,
 situate, lying and being in the Town of Cicero, COUNTY OF
Cook AND STATE OF ILLINOIS, to wit:

Lot 11 (except the East 10 feet thereof) & Lot 12 (except the W. 13½ feet thereof)
 in Block 3 in Householder's Addition to Morton Park, being a subdivision of the N. ½
 of the SE ¼ of the NE ¼ of Section 28, Township 39 North, Range 13, East of the
 Third Principal Meridian, In Cook County, Illinois.

T.B.

3909427

PERMANENT REAL ESTATE INDEX NUMBER: 16-28-218-007

ADDRESS OF PREMISES: 4833 W. 24th St. Cicero, Ill.

PREPARED BY:

Nancy Otero
 2907 W. Belmont
 Chicago, Ill. 60618

which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so
 long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and
 all apparatus, equipment or articles now or hereafter therein and thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether
 single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor
 coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or
 not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be
 considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses
 herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the
 Mortgagors do hereby expressly release and waive.

The name of a record owner is Alfonso Garcia & Margarita Garcia, (married to each other) (Joint Tenants)

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are
 incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand and seal of the Mortgagors the day and year first above written

Alfonso Garcia (Seal) Margarita Garcia (Seal)

PLEASE
 PRINT OR
 TYPE NAME(S)
 BELOW
 SIGNATURE(S)

(Seal)

(Seal)

State of Illinois, County of Cook, ss.

I, the undersigned, a Notary Public in and for said County

in the State aforesaid, DO HEREBY CERTIFY that

IMPRESS
 SEAL
 HERE

Alfonso Garcia & Margarita Garcia, (married to each other) (Joint Tenants)
 personally known to me to be the same person as whose name 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 21ST day of APRIL

Commission expires 19

"OFFICIAL SEAL"

SCOTT 1984

996

Notary Public, State of Illinois

My Commission Expires 9/1/92 Notary Public

NOTE IDENTIFIED

AFFIDAVIT OF NO U.S. TAX LIEN ATTACHED

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ADDITIONAL CONVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON REVERSE SIDE OF THIS MORTGAGE INCORPORATED THEREIN BY REFERENCE

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, including plumbing and mechanical, and other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof and upon request supply satisfactory evidence of the discharge of such lien or charge to the holder of the contract; (4) complete within a reasonable time any building or buildings now or at any time in process of construction upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) defend title to said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Mortgagee or to holders of the contract duplicate receipts therefor. To prevent default hereunder, Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now and hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the contract, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies including additional and renewal policies to holder of the contract and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Mortgagee or the holder of the contract may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture, affecting said premises or contest any tax or assessment. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee or the holders of the contract to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice. Inaction of Mortgagee or holders of the contract shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

5. The Mortgagee or the holder of the contract hereby secured making any payment hereby authorized relating to taxes and 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 or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, when due according to the terms hereof. At the option of the holder of the contract, and without notice to the Mortgagors, all unpaid indebtedness secured by the Mortgage shall, notwithstanding anything in the contract or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment on the contract, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof there shall be allowed and included as additional indebtedness (a) the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee or holder of the contract for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee or holder of the contract may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall be so much additional indebtedness secured hereby and immediately due and payable, when paid or incurred by Mortgagee or holder of the contract in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, defendant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority. First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the contract; third, all other indebtedness, if any, remaining unpaid on the contract; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this mortgage the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder 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 times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of (1) The indebtedness secured hereby, or by any decree foreclosing this Mortgage or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the contract hereby secured.

11. Mortgagee or the holder of the contract shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. If Mortgagors shall sell, assign or transfer any right, title or interest in said premises, or any portion thereof, without the written consent of the holder of the contract secured hereby, holder shall have the right, at holder's option, to declare all unpaid indebtedness secured by this mortgage to be immediately due and payable, anything in said contract or this mortgage to the contrary notwithstanding.

ASSIGNMENT

FOR VALUABLE CONSIDERATION, Mortgagee hereby sells, assigns and transfers the within mortgage to _____

Date _____ Mortgagee _____

By _____

DELIVERY INSTRUCTIONS

NAME

STREET

CITY

INSTRUCTIONS

SMITH KATHARINE
221 N. 13TH ST. APT 1301
ARLINGTON, VA 22201
WILL TO SIGN AND DELIVER
BY MAIL OR OTHERWISE

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

This Instrument Was Prepared By

(Name)

(Address)