

UNOFFICIAL COPY

Subscribed and sworn to me this 5th day of April, 1991 at Debbie's Home

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)
10/1/80	Present	STREET FORM	Deel	9840 S Cicero Oak Lawn, 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)	STREET NO.	CITY	STATE
11/1/80	Present	5700 Grand	Wheat Ridge Spokane	IL

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

Affiant further states that the social security number is 354 42 0570 and that there are no United States Tax Liens against them.

date of decree _____
case _____
county & state _____

4. divorced from _____
said marriage having taken place on August 19, 1978

3. married to Allen E. Hancock

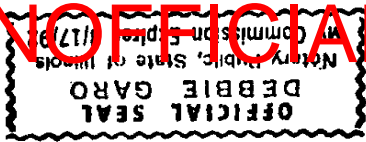
2. the widow(er) of _____
1. has never been married

is 36 years of age and James Hancock being duly sworn, upon oath states that He

State of Illinois }
County of Cook }

FEDERAL TAX LIEN AFFIDAVIT (PLEASE PRINT OR TYPE)

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FORM 4084 840

Subscribed and sworn to me this 5th day of April 1991
Allen E. Arpood

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)	11/1/80	TO (DATE)	present	OCCUPATION	Homeowner	EMPLOYER		ADDRESS (STREET NO.) CITY STATE
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Affiant further states that during the last 10 years, affiant has had the following occupations and business addresses and none other:

FROM (DATE)	11/1/80	TO (DATE)	Present	STREET NO.	5400 Grand	CITY	Western Spg	STATE	IL
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Affiant further states that during the last 10 years, affiant has resided at the following address and none other:

Affiant further states that Debbie's social security number is 332-48-2440 and that there are no United States Tax Liens against Allen E. Arpood

country & state _____
case _____
date of decree _____

4. divorced from _____
sold marriage having taken place on August 19, 1978

3. married to JAMES M. ARPWOOD

2. the widower of _____
1. has never been married

is 35 years of age and
ALLEN E. ARPWOOD being duly sworn, upon oath states that ok

State of Illinois } ss.
County of Cook }

FEDERAL TAX LIEN AFFIDAVIT
(PLEASE PRINT OR TYPE)

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3955341

LaSalle Northwest National Bank
EQUITY LINE OF CREDIT MORTGAGE

This Equity Line of Credit Mortgage is made this 5th day of April, 1991, between the Mortgagor,

JAMES M. ARNOLD AND ELLEN ARNOLD, HIS WIFE

association whose address is 4417 West Irving Park Road, Chicago, Illinois 60641 (herein "Lender");

Whereas, Borrower and Lender have entered into an Equity Line of Credit Agreement (the "Agreement") dated April 5th, 1991, pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed

\$ 30,000.00 plus interest. Borrowings under the Agreement will take the form of revolving credit loans as described in paragraph 18 below ("Loans"). Interest on the Loans borrowed pursuant to the Agreement is payable at the rate or rates and at the time provided for in the Agreement. Unless otherwise agreed in writing by Lender and Borrower, all revolving loans outstanding under the Agreement on or after April 5th, 1991, together with interest thereon, may be declared due and payable on demand. In any event, all Loans borrowed under the Agreement plus interest thereon must be repaid by APRIL 10th, 1996 (the "Final Maturity Date").

To Secure to Lender the repayment of the Loans made 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 the County of COOK, State of Illinois:

Lot 1 (Except the South 37 Feet thereof) in Block 46 in Forest Hills of Western Springs, Cook County, Illinois, a Subdivision by Henry Einfeldt and George L. Bruckert of the East 1/2 of Section 7, Township 38 North, Range 12, East of the Third Principal Meridian and that part of Blocks 12, 13, 14 and 15 in "The Highlands" being a Subdivision of the North West 1/4 of the West 800 Feet of the North 144 Feet of the South West 1/4 of Section 7, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, lying East of a Line 33 Feet West of and parallel with the East Line of said North West 1/4 of said Section 7, in Cook County, Illinois
PERMANENT TAX NO. 18 07 421 023

which has the address of 5400 GRAND AVENUE, WESTERN SPRINGS, ILLINOIS 60558 (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".

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 and interest on the Loans made pursuant to the Agreement, together with any fees 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 made shall be applied by Lender first in payment of any advance made by Lender pursuant to this Mortgage, then to interest, fees and charges payable pursuant to the Agreement, then to the principal of Loans 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 attain a priority over this Mortgage, and leasehold payments or ground rents, if any, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property. 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, except for the benefit of any mortgage disclosed by the title insurance 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, hazards included with the term "extended coverage," 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 this 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 renewals thereof shall be in form acceptable to Lender, and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Upon request of Lender, Borrower shall promptly furnish to Lender all renewal notices and all receipts of premium payments. 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 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 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 of covenants, conditions or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and consistent documents. If a condominium or planned unit development order is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such order shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the order 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 proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry 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.

AFFIDAVIT OF NO U.S. TAX LIEN ATTACHED!

NOTE IDENTIFIED

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7. Inspection. Lender may inspect the Property... 8. Default. In the event of default... 9. Remedies Cumulative... 10. Successors and Assigns Bound... 11. Notice... 12. Governing Law... 13. Borrower's Copy... 14. Revolving Credit Loan... 15. Termination and Acceleration... 16. Assignment of Rents... 17. Release... 18. Waiver of Homestead...

11. Remedies Cumulative. All remedies provided in this Mortgage are cumulative... 12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and provisions... 13. Notice. Except for any notice required under applicable law... 14. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Illinois... 15. Borrower's Copy. Borrower shall be furnished a confirmed copy of the Agreement... 16. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan... 17. Termination and Acceleration. Lender at its option may terminate the availability of loans... 18. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder... 19. Release. Upon payment of all sums secured by this Mortgage... 20. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

In Witness Whereof, Borrower has executed this Mortgage.
Notary Public: James M. Arnold and Ellen Arnold, his wife
Debbie Garo
Notary Public, State of Illinois
My Commission Expires 8/17/92

be the same person(s) whose name(s) are subscribed to the foregoing instrument...
Given under my hand and notarial seal, this 5th day of April, 1991.
Debbie Garo
Notary Public

This Instrument Prepared By: DELIA NIMIETZ, MORTGAGE LOAN OFFICER
LaSalle Northwest Bank
4747 West Irving Park Road
Chicago, Illinois 60641

Notarized
Address
Debt to
Deliver duplicate to
Subscribed by
Witness
Address
Notarized

110 NORTH WASHINGTON STREET
CHICAGO, ILLINOIS 60606

3999 N. RICHMOND
CHICAGO, ILLINOIS 60641

OFFICIAL SEAL
DEBBIE GARO
Notary Public, State of Illinois
My Commission Expires 8/17/92

Notary Public
JAMES M. ARNOLD
Ellen E Arnold
ELLEN ARNOLD

DELIA NIMIETZ, MORTGAGE LOAN OFFICER
LaSalle Northwest Bank
4747 West Irving Park Road
Chicago, Illinois 60641