

# UNOFFICIAL COPY

## FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois      }  
County of Cook      } ss.

ANTON ZIMMER

is 51 years of age and

1.  has never been married

2.  the widow(er) of \_\_\_\_\_

3.  married to HELENE ZIMMER

said marriage having taken place on

5-5-62

4.  divorced from \_\_\_\_\_

date of decree \_\_\_\_\_

case \_\_\_\_\_

county & state \_\_\_\_\_

Affiant further states that HIS social security number is 345-32-3688 and that there are no United States Tax Liens against THE HIR.

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
9-23-66	8-15-86	JEFFERSON 1397 KING GEORGE	HOFFMAN EST PALATINE	IL 60195
8-15-86	11-21-91			IL 60067

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
6-1-75	5-1-85	PAINTER	NELSON ASHOLIN	1739 CHESTNUT GLENVIEW IL.
5-1-85	5-1-90	PAINTER	ASCHER BROTHERS	3033 FLETCHER
5-1-90	11-21-91	PAINTER	HESTER DEC.	7840 MONICE CO. SKOKIE IL 60076

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

Nov. 19 91

Diane Dillon



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Property of Cook County Clerk's Office

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ILLINOIS-Singel Family-Freddie Mac-UNIFORM INSTRUMENT  
Form 3049/90  
Page 1 of 6  
WMP MORTGAGE FORMS - 1313293-8100 - (800)621-7291  
www-BRILL 61011  
NOTICE:

which has the address of 1397 KING GEORGE COURT, PALATINE Street, City Illinois 60067 ("Property Address"). Zip Code

2000-STE-502-CT-72

On the 1st May, I started my first tour of the country, and after a week's tramp, I reached the village of Kharanah, where I found a small camp of about 150 people.

<sup>1</sup> Although we have made some effort to distinguish between the two, it is difficult to do so precisely.

RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

described property located in COOK COUNTY, ILLINOIS, being a part of the property described in Deed Book 15, page 15, in ENGLISH VALLEY UNIT 1 BEING A SUBDIVISION OF THE County, Illinois

protect the security of this Security Instrument and (c) the performance of Borrower's covenants and agreements under the

monthly payments, with the full debt, if not paid earlier, due and payable on December 1, 2001.

AND 00/100 DOLLARS U.S. (\$ 55,000.00)

Address is 4242 NORTH HARRLEM NORRITZGE, ILLINOIS 60634 [REDACTED] (Tender). Borrower owes Lender the principal sum of

<sup>1</sup>Information on the number of children per household and the age distribution of the population was collected through a household survey.

**THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS**

**ANTON ZIMMER** AND **HEILIGE ZIMER** HIS HUSBAND AND WIFE

Die Arbeit ist eine Tätigkeit, die mit dem Erwerb von Einkommen verbunden ist und die im allgemeinen einen sozialen Nutzen für die Gesellschaft bringt.

**MORTGAGE** A written promise to pay a sum of money at a certain time or on demand.

**ATTENTION: KATHY STELZER** [Space Above This Line For Recording Data]

1245 BIRCH ROAD NAPERVILLE, ILLINOIS 60540

**THE FEDERAL HOME LOAN ASSOCIATION OF ALLEGHENIES**

Digitized by srujanika@gmail.com

NAPERVILLE, IL 60540

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TOGETHER WITH all the improvements now or hereafter erected on the property and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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 the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

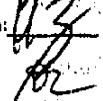
**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

DPS 1082  
Form 3014 9/90

Initials: 

VMP-GR(IL) (8101)

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23. **Wife or Homestead.** Borrower waives all right of homestead exemption in the Property. DPS 1033  
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument  
21, including, but not limited to, reasonable attorney fees and costs of title evidence.  
proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph  
secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial  
or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums  
non-existent or a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on  
inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the  
secured by this Security Instrument, for cause by judicial proceeding; The trustee shall further  
(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums  
(c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and  
applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required; (c) unless  
of any covenant or agreement in this Security Instrument that not prior to acceleration under paragraph 17, unless  
21. Acceleration. Remedies. Lender shall give notice to acceleration to any Borrower's breach  
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

relate to health, safety or environmental protection.

As used in this Paragraph 20, "Environmental Law" means federal laws of the jurisdiction where the Property is located that  
Environment Law and the following substances, defined as toxic or hazardous substances by  
pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in  
this paragraph 20, "Environmental Law" means federal laws of the jurisdiction where the Property is located that  
all necessary remedial actions in accordance with Environmental Law.

any removal or other remediation of any Hazardous Substance affecting it. Property is necessary, Borrower shall promptly take  
of which Borrower has actual knowledge. If Borrower learns, or is notified by any government or regulatory authority,  
governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law  
Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any  
residential uses and to maintenance of the Property.

Property that is in violation of any Environmental Law. The proceeding two sentences shall not apply to the presence, or  
Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the  
20. Hazardous Substances. Borrower shall, at cause or permit the presence, use, disposal, storage, or release of any  
information required by applicable law.

addressees of the new Loan Service and the address to which payments should be made. The notice will also contain any other  
given written notice of the change in accordance with Paragraph 14 above and applicable law. The notice will state the name and  
or more changes of the Loan Service. unrelated to a sale of the Note. If there is a change of the Loan Service, Borrower will be  
as the "Loan Servicer" that collects monthly payments due under the Note and this Security Instrument. There also may be one  
Instrument) may be sold out or more times without prior notice to Borrower. A sale may result in a change in the entity known  
19. Sale of Note. Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security  
not apply in the case of acceleration under Paragraph 17.

obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to remitiate shall  
this Security. This intent shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the  
that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by  
including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure  
Lender all sums which the Note would be due under this Security Instrument and the Note as if no acceleration had occurred; (b)  
Security Instrument; or (b) entry of a judgment enjoining this Security Instrument. Those conditions are that Borrower: (a) pays  
applicable law may specify for remittitement) before sale of the Property pursuant to any power of sale contained in this  
enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as  
18. Borrower's Right to Remitiate. If Borrower meets certain conditions, Borrower shall have the right to have  
permitted by this Security Instrument without further notice or demand on Borrower.

Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies  
less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this  
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not  
of this Security Instrument.

Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date  
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  
17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it  
all correspondence, fax, e-mail, telephone, facsimile, or other communication, including electronic communication, between the parties  
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24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify)

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider(s) executed by Borrower and recorded with it.

Witness

ANTON ZIMMER

(Seal)

Borrower

Witness

HELENE ZIMMER

(Seal)

Borrower

#3  
CHICAGO TITLE INS.1991 NOV 27 PM 3:00  
CAROL MOSELEY-BROWN  
REGISTRAR OF TITLES1014627  
DUPLICATE  
1014627

(Seal)

Borrower

(Seal)

Borrower

STATE OF ILLINOIS, COOK

County ss:

I, the undersigned  
county and state do hereby certify that  
ANTON ZIMMER AND HELENE ZIMMER, HUSBAND AND WIFE

, a Notary Public in and for said

personally known to me to be the same person(s) whose name(s) 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 official seal, this 21 day of Nov 1991.

My Commission Expires:

9-9-95

Notary Public

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"OFFICIAL SEAL"

DIANE DILLON

Notary Public, State of Illinois  
My Commission Expires 9/9/95

DPS 1094