

UNOFFICIAL COPY

TRUST DEED

CHARGE TO CERT
LOAN NUMBER 25458

21.789 791

Use with notes providing for precomputed interest.

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made January 25, 1972, between Daniel J. O'Shea and Mary O'Shea his wife of the City of Chicago, County of Cook and State of Illinois-

herein referred to as "Mortgagors", and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the sum of \$7745.40, together with delinquency charges as therein provided; evidenced by a certain Note, of or guaranteed by one or more of the Mortgagors, of even date herewith, made payable to THE ORDER of Mercantile All-In-One Loans, Inc. a Delaware corporation doing business in Chicago, Illinois, hereafter sometimes referred to as "Payee", and delivered, in and by which said Note the Mortgagors promise to pay the said sum in installments as follows: one installment payment of \$129.09 on the 29th day of February 1972, and installment payments of the same amount on the 29th day of each month thereafter until the entire sum is paid, except that the first installment payment of \$129.09, if not sooner paid, shall be due on the 29th day of January 1972. All installment payments are payable at such offices as the holders of said note may, from time to time, in writing appoint and in absence of such appointment, then at the office of the payee in said City.

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum of money and said interest and all other amounts due under said note or judgment obtained thereon in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, and other valuable consideration, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, siting and being in the COUNTY OF COOK

Lot 5 in Block 1, in Keeney's Third North Avenue Subdivision, being a Subdivision of Block 1, in Keeney's North Avenue Subdivision of Lots 2, 3 and 4, in the County Clerk's Division of the South East 1/4 of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian, (Except such parts of Peck's Addition not vacated) and also that part of Lot 5 in said County Clerk's Division lying south of the center line of Wabansia Avenue extended from the West, in Cook County, Illinois, Commonly known as 1642 North Central Avenue, Chicago, Illinois 60640-720

5.00

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

TOGETHER with all improvements, ornaments, accoutrements, fixtures, and appurtenances thereto belonging, and all rent, issues and profits thereon 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 or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single unit or centrally controlled), and ventilation, (including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, leather beds, swing sets, lawns 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 the 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 said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts 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.

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

WITNESS the hand... and seal... of Mortgagors the day and year first above written.

Daniel J. O'Shea

(SEAL)

Mary O'Shea

(SEAL)

STATE OF ILLINOIS,

Thomas C. Weatherford

County of Cook } I, a Notary Public in and for said residing in said County, in the State of Illinois, DO HEREBY CERTIFY THAT Daniel J. O'Shea and Mary O'Shea

who are personally known to me to be the same person, and who appeared before me this day in person and acknowledged that they executed the foregoing instrument as their free and voluntary act, for the uses and purposes herein expressed, and in full and lawful release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 25th day of January 1972

Notary Public

EXEMPT FROM TAXES

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

- Mortgagor 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, without waste, and free from building violations, mechanics' or 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 exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- Mortgagor 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 Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.
- Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or 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 note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, 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 holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form of manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or release any tax lien or other lien or title or claim thereon, or release from any tax sale or foreclosure affecting said premises or convey any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Lianation of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default, neglect or omission on the part of Mortgagor.
- The Trustee or the holders of the note hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate of any tax, assessment, sale, foreclosure, lien or title or claim thereon.
- Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for a period of 90 days in the performance of any other agreement of the Mortgagor herein contained.
- When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit brought to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or for the benefit of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, costs for documentary and expert evidence, stenographers' charges, publication of notices and costs (which may be estimated as to terms to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations of policies, Torrens certificates, and similar data and assurances with respect to title. Trustee or holders of the note shall be deemed 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 or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed 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.
- 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 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 note and herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor, their heirs, legal representatives or assigns as their rights may appear.
- Upon, or at any time after the filing of a bill to foreclose this trust deed, 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, with or without the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the true value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee 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 money, as well as during any further times when Mortgagor, or any other person, 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 rendered in this trust deed, 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 to foreclose sale; (2) the deficiency in case of a sale and deficiency.
- No action for the enforcement of the lien or of 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 note hereby secured.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- Trustee has no duty to examine the title, location, extent, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid with the representation of Trustee may accept as true without inquiry. Where a release is requested by a successor trustee, such instrument may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof, and where a release is requested of the original trustee and it has been executed by an instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.
- If the trustee is an individual trustee rather than a corporate trustee, then in case of the resignation, refusal, inability to act or death of the trustee, _____ is hereby appointed to be first successor trustee, and if there is a corporate trustee and the corporate trustee resigns or is unable or refuses to act, or if the trustee is an individual trustee and the first successor individual trustee, following the resignation, refusal, inability to act or death of the individual trustee, resigns or is unable or refuses to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be Trustee. And when all the aforesaid trustees and successors are performed, the trustee or his successor in trust shall release said premises to the party entitled, on receiving his reasonable charges. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note of this Trust Deed. Whenever necessary and when the context admits, the plural term "Mortgagors" shall include the singular.
- Mortgagors shall not construct or repair, or authorize construction or repair of the premises without the prior written consent of the Trustee.
- All obligations of the mortgagors herein are joint and several.
- The right is hereby reserved by the trustee to make partial release or releases of the mortgaged premises hereunder without notice to, or the consent, approval or agreement of other parties in interest, including junior lienors, which partial release or releases shall not impair in any manner the validity or priority of this Trust Deed on the mortgaged premises remaining, nor release the Mortgagors from personal liability for the indebtedness hereby secured.
- This Trust Deed shall secure any and all renewals, or extensions of the whole or any part of the indebtedness hereby secured, evidenced, with interest at such lawful rate as may be agreed upon and any such renewals or extensions or any change in the terms or rate of interest shall not impair in any way the value or priority of this Trust Deed, nor release the Mortgagors from personal liability for the indebtedness hereby secured.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

JAN 27 '72 1 35 PH

RECORDED BY
INDEXED

21789791

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. _____

CHICAGO TITLE AND TRUST COMPANY, as Trustee.

by _____
Assistant Secretary
Assistant Vice-President

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

DELIVERY INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER
NAME: MERCANTILE "ALL-IN-ONE" LOANS INC.
STREET: 2737 W. PETERSON AVE.
CITY: CHICAGO, 60645
INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER: 508

FOR RECORDERS INDEX PURPOSES
INDEX STREET ADDRESS OR ABOVE
DESCRIBED PROPERTY HERE

END OF RECORDED DOCUMENT