

TRUST DEED

CHARGE TO CERT

LOAN NUMBER

25-12-24695

21 339 213

Use with notes providing for precomputed interest.

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made December 2nd, 19 70, between

WALTER J. DAVIS AND NOREEN DAVIS, HIS WIFE, Also Known As Norine Davis Also Known As Walter Davis

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 \$3809.52, 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 INCOME 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 \$105.92 on the 9th day of January 19 71, and installment payments of the same amount on the 9th day of each month thereafter until the entire sum is paid, except that the final installment payment of \$105.92, if not sooner paid, shall be due on the 9th day of December 19 73. 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, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to-wit:

Lot 239 in Downing Subdivision of Lots 7 to 14 inclusive in J.H. Kozdie's Subdivision of the Southwest 1/4 of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

5.00

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

TOGETHER with all improvements, easements, fixtures, and appurtenances thereto belonging, and all rents, 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 units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, in-door 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 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 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.

Signature lines for Walter J. Davis and Norine Davis with (SEAL) markers.

STATE OF ILLINOIS,

Alan R. Edelson

Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT WALTER J. DAVIS AND NOREEN DAVIS, HIS WIFE, Also Known As Norine Davis Also Known As Walter Davis

who... subscribed to the foregoing Instrument... signed, sealed and delivered the said Instrument as... for the uses and purposes therein set forth, including the release and waiver of the right of



2nd day of December, A.D. 19 70

Signature of Alan R. Edelson

Notary Public.

21 339 213

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

- 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, 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 any 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.
- 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 Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by law, any tax or assessment which Mortgagors may desire to contest.
- Mortgagors 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 to 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 herebefore 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 lien or title or claim thereof, or redeem from any tax sale or foreclosure affecting said premises, or contest 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 annum. Inaction 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 hereunder on the part of Mortgagors.
- The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or 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.
- Mortgagors 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 Mortgagors, 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 an installment of principal or interest on the note, or (b) when default shall occur and continue for ten days in the performance of any other agreement of the Mortgagors herein contained.
- Where 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 to foreclose the lien hereof, the court shall be allowed and included in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, outlays for documentary and court evidence, stenographers' 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, insurance policies, interest certificates, and similar data and assurances with respect to title as Trustee or holders of the note 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 value of the premises. All expenditures and expenses in the nature of the foregoing mentioned shall become so much additional indebtedness secured hereby and shall become immediately due and payable, with interest thereon at the rate of seven per cent 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 (b) any indebtedness hereby secured, or (c) preparations for the commencement of any suit for such foreclosure hereof, or for the enforcement of such rights to foreclose whether or not actually commenced; or (d) 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 in connection with 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 instrument as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any over-plus to Mortgagors, 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 regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the value of the premises or whether the same shall be then occupied as a homestead of one 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 or any further times when Mortgagors, except for the interest which such receiver shall receive, shall be entitled to collect issues, 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 (2) preparation for the commencement of any suit for such foreclosure hereof, or for the enforcement of such rights to foreclose the lien hereof or of such debt, or (3) 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.
- 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, existence or condition of the premises nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly required by the terms hereof, nor be liable for any act or omission 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 hereof 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 release hereof and at the request of any person who shall either before or after maturity thereof, produce and submit to Trustee the note, representing that all indebtedness secured hereby has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept 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 person herein designated as the maker thereof; and where the release is requested of the original trustee and it has never executed a certificate in any 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 person herein designated as the maker 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, the trustee hereunder is hereby appointed to be first successor trustee. If the trustee 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 covenants and agreements are performed, the grantee or assignee of the premises 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 authorities 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 bind 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 who shall be 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 in this trust deed and where the context admits, the plural term and the related pronouns 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 of 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 however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals or extensions or any change in the rate or rate of interest shall not impair in any manner the validity of or priority of this Trust Deed, nor release the Mortgagors from personal liability for the indebtedness hereby secured.

COOK COUNTY CLERK'S OFFICE FILED FOR RECORD

Dec 9 1970 12 21 PM

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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

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

CHICAGO TITLE AND TRUST COMPANY, Inc.

by \_\_\_\_\_ Assistant Secretary

D E L I V E R Y INSTRUCTIONS OR 508

NAME Mercantile All In One Loans, Inc.

STREET 3319 N. Marshfield Ave.

CITY Chicago, Illinois

RECORDER'S OFFICE BOX NUMBER \_\_\_\_\_

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

2101 S. AVERS

Chicago, Illinois

END OF RECORDED DOCUMENT