

TRUST DEED
CHARGE TO CERT

LOAN NUMBER 81077

21 360 748

Use with notes providing for precomputed interest.

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made December 31, 1970, between

David C. Johnson and Naomie Johnson, his wife

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. 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 8th day of February, 1971, and installment payments of the same amount on the 8th day of each month thereafter until the entire sum is paid, except that the final installment payment of \$ 129.09, if not sooner paid, shall be due on the 8th day of January, 1976. 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:

The North 1/2 of Lot 20 in the Subdivision of Block 1 in Francisco's Subdivision of the North 1/2 of Block 19 in Canal Trustee's Subdivision of Section 33, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois

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 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 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, inador beds, awnings, stove 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.

David C. Johnson (SEAL) Naomie Johnson (SEAL)

STATE OF ILLINOIS,

J. D. DE PENA

Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT: David C. Johnson and Naomie Johnson, his wife,

are personally known to me to be the same persons whose names are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of redemption.



GIVEN under my hand and Notarial Seal this 31st day of December, A.D. 19 70

J. D. De Pena Notary Public

21 360 748 Office

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

1. Mortgagees shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed... 2. Mortgagees shall pay before any penalty reaches 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... 3. Mortgagees shall keep all buildings and improvements now or hereafter situated on the 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 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... 4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore required of Mortgagees in any form... 5. 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, assessment 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 claim thereon... 6. Mortgagees shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof... 7. 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 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 made either by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, outlays for documentary and expert evidence, street and other examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be necessary... 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 proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which upon the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest hereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any amount over plus to Mortgagees, their heirs, legal representatives or assigns, at their rights may appear... 9. Upon or 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... 10. 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... 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereon shall be permitted for that purpose... 12. 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 obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and only in the event of indemnities satisfactory to it before exercising any power herein given... 13. 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, which representation Trustee may accept at true without inquiry... 14. 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 is hereby appointed as successor trustee... 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagees, and the word "Mortgagees" when used herein shall include all such persons and all persons liable for or the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note of this Trust Deed... 16. Mortgagees shall not construct or repair, or authorize construction or repair of the premises without the prior written consent of the Trustee... 17. All obligations of the mortgagees herein are joint and several... 18. 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 joint lienors, with 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 Mortgagees from personal liability for the indebtedness hereby secured... 19. 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 terms or conditions of interest shall not impair in any manner the validity of or priority of this Trust Deed, nor release the Mortgagees from personal liability for the indebtedness hereby secured.

COOK COUNTY, ILLINOIS FILED FOR RECORD

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The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 58615

CHICAGO TITLE AND TRUST COMPANY, as Trustee

by [Signature] Assistant Secretary, Assistant Vice President, Trust Officer

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.

DEVELOPER NAME Mercantile All in One Loans, Inc. STREET 10027 S. Western Ave. CITY Chicago, Illinois 60643 INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER 508

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 3523 S. Wells Chicago, Illinois

END OF RECORDED DOCUMENT