

TRUST DEED

COOK COUNTY, ILLINOIS

CHARGE TO CREDIT

LOAN NUMBER 27399RIC

FEB 14 1974 12 52 P

22 629 147

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Use with notes providing for precomputed interest

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE made FEBRUARY 12, 1974 between SOLON L. RICE and GLADYS F. RICE, his wife, of the City of Chicago, County of Cook, and State of Illinois

herein referred to as "Mortgagor" and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as "Trustee" witnesseth THAT WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Installment Note hereinafter described...

and delivered, in and by which said Note the Mortgagor promises the payee to pay or guarantee payment of the said sum in installments as follows one installment payment of \$ 149.92 on the 18th day of MARCH 19 74 and installment payments of the same amount on the 18th day of each month hereafter until the entire sum is paid except that the final installment payment of \$ 149.92 if not sooner paid shall be due on the 18th day of FEBRUARY 19 78 All installment payments shall be 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 Mortgagor to secure the payment of the said sums and all other amounts due under said Note or judgment in law 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 Mortgagor to be performed and also in consideration of the sum of five Dollars in hand paid and other valuable consideration the receipt whereof is hereby acknowledged does by these presents CONVEY and WARRANT unto the Trustee its successors and assigns the following described Real Estate and all of the Mortgagor's estate right title and interest therein situate lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS to-wit

Lot 18 in Block 2 in Trumbull's Subdivision of that part of the East half of the West half of the South East quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, lying North of Ogden Avenue in Cook County, Illinois.

COMMONLY KNOWN AS: 1642 SOUTH TRUMBULL, CHICAGO, ILLINOIS

22 629 147

500

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

TOGETHER with all improvements tenements easements fixtures and appurtenances thereon including and all rents issues and profits thereof for so long and during all such times as mortgagor may be entitled thereto (which are designed 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) ventilation including (without reflecting the foregoing) screens and window shades storm doors and windows floor coverings interior beds awnings screens 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 Mortgagor or the successors or assigns of the Mortgagor 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 Mortgagor does 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 Mortgagor his heirs successors and assigns of the Mortgagor

WITNESS the hand and seal of Mortgagor the day and year first above written

SOLON L. RICE

GLADYS F. RICE

STATE OF ILLINOIS County of COOK

Notary Public in and for and residing in said County in the State aforesaid DO HEREBY CERTIFY THAT SOLON L. RICE and GLADYS F. RICE his wife

who are personally known to me to be the same persons who have subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they executed the same as their free and voluntary act and deed and that they were not under any duress or constraint and that they were not acting in behalf of any other person or persons and that they were not acting in violation of any law or statute of the State of Illinois and that they were not acting in violation of any law or statute of the State of Illinois and that they were not acting in violation of any law or statute of the State of Illinois

GIVEN under my hand and Notarial Seal this 12th day of FEBRUARY A D 19 74

Notary Public

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

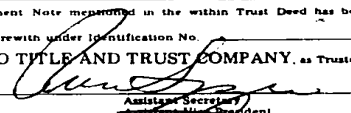
1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste and free from building violations, mechanics or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien in charge on the premises superior to that hereof; and upon request a habit 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 of 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.
2. Mortgagor shall pay before any benefits 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 the Trustee or to holders of the note duplicate receipts therefor. In event of default hereunder Mortgagor shall pay in full under protest in the manner provided by the statute any tax or assessment which the Mortgagor may wish to contest.
3. 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 the case of loss or damage, to Trustee for the benefit of the holders of the note or to the holder 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 or 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 payments or perform any act herebefore required of Mortgagor in order to protect and preserve the same, but need not make full or partial payments of principal or interest or pay any taxes or charges of any kind and purchase discharge compromise or settle any tax lien or other prior lien or title of claim thereof, or redeem from any tax sale or fire 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 attorney's fees and any other moneys advanced by Trustee or the holders of the note to protect the mortgagee's interest in the premises, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be secured by additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of seven percent per 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 the Mortgagor.
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, statement or estimate procured from the appropriate public officer or the office of such public officer, or may make or file a statement of any tax assessment, rate, forfeiture, tax lien or title of claim thereof.
6. The lien of any tax assessment hereby secured shall become due whether by acceleration of 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 expenses, including attorney's fees, which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, appraisers' fees, costs of recording, stamp duties, litigation costs and costs (which may be estimated as to some to be expended after one of the decrees) of procuring all such abstracts of title searches and examinations, guaranty policies, Curran certificates, and similar data and costs, in 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 holders of the note the true condition of the title to or the value of the premises. All expenditures and expenses of the nature herein mentioned shall become as much additional indebtedness secured hereby and immediately due and payable with interest thereon at the rate herein provided, and shall be secured by the mortgage hereon. Trustee or holders of the note in connection with the sale of the premises including private and public proceedings to which either of them shall be a party, either as plaintiff, claimant or defendant, or inasmuch as this trust deed or any indebtedness hereby secured, (b) preparations for the commencement of any suit for foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced, or preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
7. 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 shall be made either before or after sale, without notice, without regard to the substance or maintenance of Mortgagor at the time of application for such receiver, and without regard to the then value of the premises or whether the same shall then be encumbered as a mortgaged or not and the Trustee hereunder may be appointed such receiver. Such receiver shall have the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure and in case of a sale and deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time then Mortgagor except for intervention of such receiver, could be entitled to collect such rents, issues and profits, and other moneys which may be received for the premises, and to manage and control the same, and 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 foreclosing this trust deed or any tax, special assessment or other lien, which may be or become superior to the lien hereof; (2) the interest on such indebtedness provided such application is made prior to foreclosure; (3) the deficiency in case of a sale and deficiency.
8. No action for the enforcement of the terms of this provision hereof shall be subject to an defense which would not be good and available to the party interested in or an action at law upon the note hereby secured.
9. Trustee or holders of the note shall have the right to inspect the premises at all reasonable times and areas therein shall be permitted for that purpose.
10. Trustee has no duty to examine the title location, easements or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein unless expressly obligated by the terms hereof, not be liable for any acts or omissions hereunder except in case of its own gross negligence or misconduct or that of agents or employees. Trustee and it may require indemnities satisfactory to it before exercising any power herein given.
11. 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 corporate trustee remains 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 remains or is unable or refuses to act, the person who shall then be the acting Receiver of Deeds of said County is hereby appointed to be Trustee. And when all the provisions herein provided for the resignation, refusal, inability to act or death of the successor in trust shall release said premises to the party entitled on receiving the reasonable charges. Any Successor in Trust hereunder shall have the identical title powers and authorities as are herein given Trustee and any Trustee's successor shall be entitled to reasonable compensation for all acts performed hereunder.
12. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor and the word "Mortgagor" when used herein shall include all persons liable for the payment or the guarantee of payment of the indebtedness or any part thereof, whether or not such persons shall have recorded this Trust Deed, and wherever necessary in this Trust Deed and where the context admits, the singular term and the related pronoun shall include the plural and vice versa.
13. Mortgagor shall not construct or repair or authorize construction or repair of the premises without the prior written consent of the Trustee.
14. The right is hereby reserved by the Trustee to make partial release or release of the mortgaged premises hereunder without notice in or the consent approval or agreement of other parties in interest, including junior lienors, which partial release or release shall not constitute in any manner the validity of or payment of this Trust Deed on the mortgaged premises remaining nor release the Mortgagor from personal liability for the indebtedness here secured.
15. This Trust Deed shall secure any and all renewals or extensions of the whole or any part of the indebtedness hereby secured however extended with interest at such lawful rate as may be agreed upon and any such renewals or extensions or any other in the terms or rate of interest shall not impair in any manner the validity of or payment of this Trust Deed nor release the Mortgagor from personal liability for the indebtedness hereby secured.
16. Any provision of this document prohibitive of law shall be ineffective to the extent such prohibition does not invalidate the remaining provisions hereof.
17. In the event this Trust Deed creates a junior lien, Mortgagor hereby grants Trustee or the holder of the note secured by this Trust Deed the right to contest the validity and legality of senior liens of record.
18. Trustee shall release this Trust Deed and the lien thereof 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, reminding that all indebtedness hereby secured 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 as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee, the provider of which conforms in substance with the description herein contained of the note and which supports to be executed by the persons herein designated as makers thereof, and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying the note 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 supports to be executed by the persons herein designated as makers thereof.
19. 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 not constitute any thing 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 principal or interest on the note; (b) immediately upon conveyance by the Mortgagor of title or execution by the Mortgagor of agreement to convey title in all or any portion of the premises, or (c) when default shall occur and continue for three days in the performance of any other obligation of the Mortgagor herein contained.
20. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraphs hereof, second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided, third, to delinquent charges owed under the note, fourth, all principal and interest remaining unpaid on the note, fifth, any over-plus to Mortgagor or their heirs, legal representatives or assigns, as their rights may appear.
21. All obligations of the Mortgagor herein are joint and several.

THIS INSTRUMENT WAS PREPARED BY: **Stuart Schwartz**  
 ADDRESS: **2726 W/ Peterson Avenue, Chicago, Illinois**

**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, as Trustee.**

By   
 Assistant Secretary  
 CHICAGO TITLE AND TRUST COMPANY  
 TRUST OFFICER

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

**DELIVERY INSTRUCTIONS**  
 NAME **MERCANTILE "ALL-IN-ONE" LOANS, INC.**  
 STREET **2737 W. PETERSON AVE.**  
 CITY **CHICAGO, 60659**  
 OR  
 RECORDER'S OFFICE BOX NUMBER **508**

22 629 147

**END OF RECORDED DOCUMENT**