

UNOFFICIAL COPY

TRUST DEED

CHARGE TO CERT #27848NOR COOK COUNTY, ILLINOIS
LOAN NUMBER #27848NOR FILED FOR RECORD

22 075 431

Use with notes providing for precomputed interest 22,875.431 THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made Oct 11 1974 2 25 Pt SEPTMBER 30th 1974, between Leodis Norswether, divorced, and not since remarried, 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 legal holder or holders being herein referred to as holders of the Note in the sum of \$ 4,027.80 together with delinquency charges as therein provided, evidenced by a certain Note, of or guaranteed by one or more of the Mortgagor, 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 Mortgagor promises the payee to pay or guarantee payment of the said sum in installments as follows: one installment payment of \$ 67.13 on the 7th day of NOVEMBER, 19 74, and installment payments of the same amount on the 7th day of each month thereafter until the entire sum is paid, except that the final installment payment of \$ 67.13, if not sooner paid, shall be due on the 7th day of OCTOBER, 19 79. 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 Mortgagor, to secure the payment of the said sums 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 Mortgagor to be performed, and due in consideration of the sum of One Dollar in hand paid, and other valuable consideration the receipt whereof is hereby acknowledged, gives by these presents CONVEY and WARRANTS unto the Trustee, its successors and assigns, the following described Real Estate and part of the Mortgagor's estate, right title and interest therein, situate lying and being in the COUNTY OF C O O K AND STATE OF ILLINOIS to wit:

The South 1/3 of the North 9/16ths of Lot 1, in Block 7, in Pitner's Subdivision of the South West 1/4 of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Commonly known as: 7606 South Wabash Chicago, Illinois

500

which, with the property hereinafter described is referred to herein as the "premises"
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging and all rents, issues and profits thereof for so long and during all such times as mortgagor 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), ventilation, including (without restricting the foregoing) screens and 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 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 terms 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, the heirs, successors and assigns of the Mortgagor.

WITNESS the hand and seal of Mortgagor the day and year first above written.
Leodis Norswether (SEAL) _____ (SEAL)
Leodis Norswether (SEAL) _____ (SEAL)

STATE OF ILLINOIS }
County of COOK } SS DOROTHY DRAPIEWSKI
Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Leodis Norswether, divorced, and not since remarried

who is personally known to me to be the same person is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he executed, signed, sealed and delivered the said instrument as his free and voluntary act, for the purposes and to the uses therein expressed, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 30th day of September, 19 74

Dorothy Drapiewski
Notary Public

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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 mechanical or other liens or claims for labor 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

2. 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 the 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 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 hereon Trustee or the holders of the note may, but need not, make any payments or perform any act hereunder for or on behalf of Mortgagor, 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 prior 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 attorney's 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 a first lien in priority to the lien hereof and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent 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 office without inquiry into the accuracy of such bill statement or estimate or into the validity of any tax assessment or sale, forfeiture, tax lien or title or claim thereof

6. 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 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 expert evidence, photographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) procurement, all such abstracts of title, title searches and examinations, Torrens certificates, Torrens 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 enable holders at any sale which may be had pursuant to such decree the true condition of the title to 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, to 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 (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced (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

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 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 then be occupied as a homestead or not and the Trustee hereof may be appointed as such receiver Such receiver shall have the 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 not, as during any further time when Mortgagor, except for intervention of such receiver, would be entitled to collect such rents, issues and profits and all other moneys 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 may, from time to time, 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 for closing 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 prior to foreclosure sale (2) the deficiency in case of a sale and a deficiency

8. No action for the enforcement of the lien or 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

9. Trustee or 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

10. 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 he is personally obligated by the terms hereof, not be liable for any acts or omissions hereunder except in case of its own gross negligence or misconduct (11) Agents or employees of 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 and the corporate trustee resigns or is unable or refuses to act in the trust 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 Trustee of Deeds of said County is hereby appointed to be Trustee And when all the above said covenants and agreements are performed the grantee or his successor in trust shall release the parties to the party releasing reasons, his or her resignation or refusal to act, the person who shall then be the acting trustee, powers and authority as are herein given Trustee and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder

12. This Trust Deed and all provisions hereof shall be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used hereof shall include all persons liable for the payment of the guarantee of payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed Whenever necessary in this Trust Deed and where the context admits, the singular term shall include the plural

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 of the premises of the mortgaged premises hereunder without notice to or the consent approval or agreement of other parties in interest, including junior liens when partial release or release shall not impair in any manner the validity of or priority of this Trust Deed or the mortgagee's personal liability for the indebtedness hereby secured

15. This Trust Deed shall secure any and all renewals or extensions of the principal 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 of rate of interest shall not impair in any manner the validity of or priority of this Trust Deed nor release the Mortgagor from personal liability for the indebtedness hereby secured

16. Any provision of this document prohibited by law shall be ineffective to the extent of such prohibition without invalidating 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 liability 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 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 as true without inquiry Where a release is requested of a successor trustee such successor trustee may accept as the genuine note herein debented 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 makers thereof and where the release is requested of the original trustee and it has been executed a certificate on any instrument identifying same as the note described herein it may accept as the genuine note herein debented 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

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 notwithstanding the 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 any installment 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 to all or any portion of the premises or (c) when default shall occur and continue for three days in the performance of any other agreement 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, on account of all costs and expenses incident to the foreclosure proceedings, including such items as mentioned in the preceding paragraph; 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 delinquency charges owed under the note fourth all principal and interest remaining unpaid on the note fifth any overplus of the proceeds, then here, 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: Mark J. E. Sherman
ADDRESS: 2737 W. Peterson Ave., Chicago, Ill.

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

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

RECORDED AND INDEXED DOCUMENT

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