

TRUST TITLE AND TRUST COMPANY, CHICAGO, ILLINOIS

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CHARGE TO CERT

LOAN NUMBER 279090X

Nov 21 74 12 53 PM

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Use with notes providing for present use

THE ABOVE SPACE FOR RECORDING USE ONLY

THIS INDENTURE, made November 21, 1974, between Manuel Fox and Julia Fox, his wife, of the City of Oak Village, 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, said legal holder or holders being herein referred to as "holders of the Note," in the sum of \$ 7,745.40, 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 \$ 129.09 on the 29th day of December, 1974, 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 November, 1979. 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 therein 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 satisfaction of the sum or sums due to be 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 338 in Indian Hill Subdivision Unit Number 2 according to the plat of said Subdivision recorded August 29, 1957 as Document 16999094 in Book 500 of plat, pages 4 and 5 Section 25, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

500

Commonly known as: 22236 Clyde, Oak Village, Illinois.

which, with the property hereinafter described, is referred to herein as the "premises." THEREAFTER with all improvements, tenements, easements, fixtures, and appurtenances therein belonging, and all rents, issues and profits thereon for so long and during all such times as the Mortgagor may be entitled thereto, to which are attached primarily and in a parity with said real estate and not secondarily, and all apparatus, equipment or appurtenances of any kind now or hereafter in the possession of the Mortgagor, including but not limited to, water, light, power, refrigeration (whether single units or centrally controlled ventilation, including ductwork), heating, air conditioning, screens and window shades, storm doors and windows, front porches, bushes, lawns, lawns and walkways. All of the foregoing are deemed to be a part of said real estate, whether they are attached thereto or not, and it is agreed that all similar appurtenances, equipment or appurtenances 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 claims 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.

Manuel Fox (SEAL) Julia Fox (SEAL)

STATE OF ILLINOIS } Dorothy Skopiewski (SEAL) County of Cook } Manuel Fox and Julia Fox, His Wife (SEAL)

Notary Public in and for the State of Illinois, in the State aforesaid, DO HEREBY CERTIFY THAT

who are personally known to me to be the persons who are subscribers to the foregoing instrument, appeared before me this day of November, 1974, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and that they possess and uses therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 21st day of November A.D. 1974

Notary Seal: Dorothy Skopiewski, Notary Public

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

1. Mortgages shall be promptly repaid, or when not all the holdings of the mortgagor are mortgaged, the premises which are mortgaged shall be kept in good condition and repair, without waste, and free from building violations, insanitary or other uses or habits for the use of a building or premises which are prohibited by the laws of the State or of the City of Chicago, and the mortgagor shall be liable for the cost of repairing or replacing the same or for the cost of any other work necessary to bring the premises into compliance with the laws of the State or of the City of Chicago, and the mortgagor shall be liable for the cost of any other work necessary to bring the premises into compliance with the laws of the State or of the City of Chicago.

2. The mortgagor shall pay before any benefits attached to all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, utility charges and other charges against the premises when due, and shall upon written request, furnish to the trustee or to the holder of the note duplicate receipts for the same.

3. In the event of default hereunder the mortgagor shall pay in full the principal in the manner provided by the statute, any tax or assessment which may be levied on the premises.

4. The mortgagor shall keep all buildings and improvements now or hereafter erected on said premises insured against loss or damage by fire, lightning or other causes, and shall pay the cost of such insurance, and shall pay the cost of repairing or replacing the same or for the cost of any other work necessary to bring the premises into compliance with the laws of the State or of the City of Chicago, and the mortgagor shall be liable for the cost of any other work necessary to bring the premises into compliance with the laws of the State or of the City of Chicago.

5. The mortgagor shall not, without the written consent of the trustee or of the holder of the note, make any payments or perform any acts which would constitute a waiver of any right or remedy which may be available to the trustee or to the holder of the note, or which would constitute a release of the mortgagor from any liability which may be incurred by the mortgagor under the provisions of this Trust Deed.

6. The trustee or the holder of the note shall have the right to inspect the premises at any time and as often as may be necessary to ascertain that the mortgagor is complying with the provisions of this Trust Deed, and the trustee or the holder of the note shall have the right to take possession of the premises in the event of default hereunder.

7. The trustee or the holder of the note shall have the right to sell the premises in the event of default hereunder, and the proceeds of such sale shall be applied to the payment of the principal and interest due on the note, and the balance, if any, shall be paid to the mortgagor.

8. The trustee or the holder of the note shall have the right to sue for the principal and interest due on the note, and the trustee or the holder of the note shall have the right to enforce the provisions of this Trust Deed.

9. The trustee or the holder of the note shall have the right to assign the note, and the assignee shall have the same rights and remedies as the trustee or the holder of the note.

10. The trustee or the holder of the note shall have the right to release the mortgagor from any liability which may be incurred by the mortgagor under the provisions of this Trust Deed.

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23. The trustee or the holder of the note shall have the right to release the mortgagor from any liability which may be incurred by the mortgagor under the provisions of this Trust Deed.

22-919-118

THIS INSTRUMENT WAS PREPARED BY *Bank of Chicago*

ADDRESS: *120 N. Dearborn St. Chicago*

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

CHICAGO TITLE AND TRUST COMPANY, as Trustee.

FOR RECORDERS INDEX PURPOSES IMPRINT WITH ADDRESS OF ABOVE IDENTIFIED PROPERTY HERE

NAME: MERCANTILE "ALL-IN-ONE" LOANS, INC.

ADDRESS: 2737 W. PULASKI AVE. CHICAGO, 60659

INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER 500

END OF RECORDED DOCUMENT