

557875

TRUST DEED

CHARGE TO CERT

LOAN NUMBER 25988

22 007. 335

Use with notes providing for precomputed interest.

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE made August 7, 1972, between Roy E. Woods and Alberta B. Woods, his wife, of the City of CHICAGO, County of COOK, and State of ILLINOIS

herein referred to as "Mortgagors", and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnessed:

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 \$ 7,440.00, 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. 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 \$ 124.00 on the 14th day of September 1972, and installment payments of the same amount on the 14th day of each month thereafter until the entire sum is paid, except that the first installment payment of \$ 124.00, if not sooner paid, shall be due on the 14th day of August 1977. 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 do hereby agree 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, conditions and provisions 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 22, in Block 13 in the First Addition to Auburn Highlands, being Harts Subdivision of Blocks 11, 12 and the East 1/2 of Blocks 3, 6, and 10, in Circuit Court Partition of the North West 1/4 of Section 32, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. Commonly known as 8147 South Bishop. Chicago, Illinois

5.00

TOGETHER with all improvements, accretions, encroachments, 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 a second mortgage), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether electric or manually controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, interior beds, carpets, 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 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 terms and covenants 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 hands and seals of Mortgagors the day and year first above written. Roy E Woods, Alberta B. Woods

STATE OF ILLINOIS, I, the undersigned, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY THAT Roy E. Woods and Alberta B. Woods

who are personally known to me to be the same persons who subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged to me that they executed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein expressed, and as the true and lawful act and deed of the said Mortgagors, and of the right of homestead.

22 007 335

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

- Mortgagee 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 and preserve in good condition and repair, without waste, and free from building violations, encroachments or other liens or claims for lien not expressly subordinated to the first mortgage; (3) pay when due any indebtedness which may be incurred by a lien senior to the first mortgage on the premises, and upon request, exhibiting 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 building 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 or additions or removals of any part of the premises or improvements thereon without the written consent of Trustee.
- Mortgagee shall pay before any party acquires 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 copies thereof. To prevent doubt hereunder Mortgagee shall pay in full the taxes assessed on the premises provided by statute, say not an assessment which Mortgagee may desire to contest.
- Mortgagee 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 amounts sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured by the note in compliance with the terms of the policy, and shall deliver 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 standard policies not less than 30 days prior to the respective dates of expiration.
- In case of default of Trustee or the holders of the note hereunder, but said not, make any payments or perform any acts as hereinafter required of Mortgagee by any form and payment demand application, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any lien or other prior lien or title or claim thereon, or receive from any tax sale or foreclosure affecting said premises or consent any tax or assessment. All moneys paid for any of the purposes herein authorized and all moneys paid or incurred in connection therewith including attorneys' fees, and any other moneys allowed by Trustee or the holders of the note in payment of the mortgage and the fees hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized has been 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 per annum. Execution 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 Mortgagee.
- 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 presented from the appropriate public officer without inquiry into the accuracy of such bill, assessment or estimate or into the validity of any tax, assessment, rate, fee, fine or lien or title or claim thereon.
- Mortgagee shall pay promptly all of the conditions herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, hereunder, and without notice to Mortgagee, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, hereunder, become and be payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for 30 days in the event of any other breach of any of the covenants of the Mortgagee herein contained.
- When an 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 such foreclosure 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, expenses for documentary and expert evidence, surveys, appraisers' charges, publication costs and costs (which may be estimated as an item to be expended after entry of the decree) of procuring all such abstracts of title, surveys, searches and extracts, or otherwise necessary to carry out the foreclosure, and similar data and expenses which may be incurred by Trustee or holders of the note, and shall be deemed to be charges against the proceeds of the sale of the premises, and shall be paid out of the proceeds of the sale of the premises in the order of priority of the value of the premises. If the conditions 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 proceedings in a court of law or equity, to enforce the foreclosure hereof after accrual of such right to foreclose whether by or for actual or constructive holders of the note, or (b) proceedings for the commencement of any suit or proceeding which might affect the priority of the security hereof, whether or not actually commenced, or (c) any suit or proceeding for the defense of any threatened suit or proceeding which might affect the priority of the security hereof, whether or not actually commenced.
- The proceeds of any foreclosing 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 foregoing proceedings; second, all moneys due as provided in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that secured by the note, with interest hereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagee, their heirs, legal representatives or assigns, at 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 the filing of such bill, without notice, without regard to the solvency or insolvency of Mortgagee at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rent, 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 a redemption or not, as well as during any further time when Mortgagee, except for the intervention of such receiver, would be entitled to collect such rent, issues and profits, and all such 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) any debt or claim secured by 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 by the receiver, and (3) the deficiency in case of a sale and deficiency.
- 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 interpolating 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, condition or condition of the premises, nor shall Trustee be obligated to record this trust deed or to create 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 its agents or employees or Trustee, and it may require independent satisfactory evidence to it before exercising any power herein given.
- Trustee shall release this trust deed and the lien thereof by 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 hereof, 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 hereof 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; or 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 described any note which may be presented to it which conforms in substance with the description herein contained of the note and which purports to be issued 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 is hereby appointed to be the 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 his successor in trust, shall red to all premises to the party entitled, on receiving his reasonable charges. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given to Trustee and any Trustee or successor shall be entitled to reasonable compensation for all services hereunder.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagee and a person claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the note hereunder 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 plural term and the related pronoun shall include the singular.
- Mortgagee 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 mortgagee herein are joint and several.
- The right is hereby reserved by the trustee to make partial release or releases of the mortgaged premises in whole or 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 way or the validity of or priority of this Trust Deed on the mortgaged premises remaining, nor release the Mortgagee 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 terms or rate of interest shall not affect the validity of or priority of this Trust Deed, nor release the Mortgagee from personal liability for the indebtedness hereby secured.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

AUG 9 '72 9 43 AM

RECORDED OF DEED

22007335

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 by

under Identification No. 3371515
CHICAGO TITLE AND TRUST COMPANY, as Trustee.

by Rosemary E. Spivey
Assistant Secretary
Assistant Vice-President
Trust Officer

D NAME MERCANTILE "ALL-IN-ONE" LOANS, INC.
E STREET 2737 W. PETERSON AVE.
L CITY CHICAGO, 80645
V CITY
B CITY
R CITY
Y INSTRUCTIONS OR 508 55 005 732
RECORDED'S OFFICE BOX NUMBER

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