

UNOFFICIAL COPY

CONSUMER 583858
TRUST DEED
 CHARGE TO CERT COOK COUNTY, ILLINOIS 23 013 827
 LOAN NUMBER #27967FOR FILED FOR RECORD *23013827
 Use with notes providing for precomputed MAR 6 '75 12 32 P THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made FEBRUARY 13th 1975, between IRVING W. FOREMAN and MARLENE FOREMAN, his wife, of the City of DES PLAINES, 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 to pay or guarantee payment of the said sum in installments as follows: one installment payment of \$ 129.09 on the 20th day of MARCH, 1975, and installment payments of the same amount on the 20th 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 20th day of FEBRUARY, 19 80. All installment payments are payable at such times 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 also in consideration of the sum of One Dollar 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:

The West 1/2 of Lot 176, in Twin Oaks First Addition, being a Subdivision in the South West 1/4 of the North East 1/4 of Section 15, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

Commonly known as: 9058 Barbary Lane, Des Plaines, 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, inador 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 a 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 up on 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 S and seal S of Mortgagor the day and year first above written.

Irving W. Foreman (SEAL) Marlene Foreman (SEAL)
 Irving W. Foreman Marlene Foreman
 (SEAL) (SEAL)

STATE OF ILLINOIS }
 County of COOK } SS Dorothy Skopiewski
 a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Irving W. Foreman and Marlene Foreman, his wife

who are personally known to me to be the same person S whose name s/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the purposes and trusts herein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 13th day of FEBRUARY, A.D. 19 75

THIS INSTRUMENT WAS PREPARED BY: MARIE J. L. BERGMAN
 ADDRESS: 2707 W. PETERSON AVE.
CHICAGO, ILLINOIS



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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, mechanics' or other liens or claims for lien not expressly subordinated in 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 replacement or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holders of the note, under insurance policies payable in the case of loss of 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 investments or perform any act hereunder required 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 so much additional indebtedness secured hereby and shall become immediately due and payable without notice. 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, sale, forfeiture, tax lien or claim thereon.
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 all expenditures and expenses 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, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar title and contracts with 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 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, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, in 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 may 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 terms hereof, but he shall then be deemed to be appointed as a trustee of said premises and the Trustee hereunder 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 proceeding, suit, and, in case of a sale and deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as any further sums when Mortgagor, except for intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other 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 to whole or in part of: (1) The indebtedness hereby secured, or by any decree foreclosing this trust deed, or any tax or 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 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 intervening same in an action at law upon the note hereby secured.
9. Trustee or holders of the note hereby secured 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 unless expressly authorized by the terms hereof, but he shall be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of 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 corporation or 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, or if the trustee is an individual trustee and the first successor individual trustee, following the resignation, refusal, inability to act or the death of the individual trustee, or if the trustee who is appointed to be the acting Trustee is the holder of Deeds of said County is hereby appointed to be Trustee. And when all the aforesaid covenants and agreements are performed, the trustee or his successor in trust, shall release said premises to the party entitled, on such terms as his reasonable judgment may require. Any successor in Trust hereunder shall have the identical title, powers and authority as herein given Trustee, and any 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 several names used herein shall include all persons who at the time of the payment of the indebtedness secured by the indebtedness or any part thereof, whether or not such persons shall have executed the note for this Trust Deed. Whenever 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, and 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 junior lienors, which partial release or releases shall not impair in any manner the validity or priority of this Trust Deed on the mortgaged premises remaining, nor release Mortgagor from personal liability for the indebtedness hereby secured.
14. 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 impair in any manner the validity or priority of this Trust Deed, nor release the Mortgagor from personal liability for the indebtedness hereby secured.
15. Any provision of this document prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.
16. 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.
17. 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 any of 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 herein described 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 hereunder designated as the makers thereof, and where the release is requested of the original trustee and it has never executed a certificate on any instrument describing same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conform in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.
18. Each item of indebtedness herein mentioned, both principal and interest, shall be paid 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 anything 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, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.
19. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order or priority: First, deficiency charges owed under the note, if any; second, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraphs hereof; third, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest hereon as herein provided; fourth, all principal and interest remaining unpaid on the note; fifth, any overplus in the hands of the Trustee, their heirs, legal representatives or assigns, as their rights may appear.
20. All obligations of the Mortgagor herein are joint and several.

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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. 588658
 CHICAGO TITLE AND TRUST COMPANY, as Trustee.
 By Rosemary Chicago
 Assistant Secretary
 Trust Officer

DELIVERY INSTRUCTIONS

NAME MERCANTILE "ALL-IN-ONE" LOANS, INC.
 STREET 2737 W. PETERSON AVE.
 CITY CHICAGO, 60659

OR
 RECORDER'S OFFICE BOX NUMBER 508

FOR RECORDERS INDEX PURPOSES
 STREET ADDRESS OF ABOVE
 DESCRIBED PROPERTY HERE