

CAUTION: Consult a lawyer before using or acting under this form All warrenbos, including murchantability unit litross, are excited

| THIS INDENTURE, made JULY 3, | 19, 86 | 86297813 | |
|---|--|--|------------|
| between MATTIE DAVIDSON | •• ··· •· | | |
| | | | |
| 139 WEST 76th STREET - CHICAGO, ILLINOIS (NO ANOSTREET) (CHY) | 60620 | | |
| (NO AND STREET) herein referred to as "Morigagors," and THE DISTRICT NATTO | ихт вуик | | |
| OF CHICAGO, A National Banking Associati | on | | |
| 1110 WEST 35th STREET- CHICAGO, ILLINO (NO AND STREET) (CITY) | S GOGOO | 72 LS1 38 . | JA 31 |
| herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are | nistly indebted | The Above Space For Recorder's Use Only | |
| to the legal holder of a principal promissory note, termed Angulment Not herewith, executed by Mortgagors, made payable to his first of delivered, note Muruwossuppuise a pay the principal sum of The Note of the Principal sum of | ומדמיילמלאפיזטיו | HUNDRED NINE &GO/100(\$36,909.60) | |
| Dollars, and interest fr at a guisbut semone careo on the balance | re of principal remair | ning from time to time unpaid at the rate of 4,14 per cer IUNDRED FIFTEEN & 16/100(\$615,16) | s l |
| Dollars on the 17EH day of AUGUST 1986, and STX | HUNDRED FIR | PPEEN & 16/100 (\$615.16) Dollars | |
| the 17th day of each may very month thereafter until said note is to shall be due on the 17th at 1911, all such p | illy paid, except that | the Imal payment of principal and interest, if not sooner paid to the indebtedness evidenced by said note to be applied Institute of the sound of th | l, |
| | | | |
| the extent not paid when due, to bear their after the date for payment to made payable at THE DISPRICE NATIONAL BANK OF | | | |
| holder of the note may, from time to time, or so ring appoint, which note the principal sum remaining inpaid thereon, together with accurach interest the case default shall occur in the payment, when due, of my installment of principal sum of the principal sum of the principal sum of the principal sum of the payment. | reon, shall become a | it once due and payable, at the place of payment aloresaid, ii | I l |
| and continue for three days in the performance of a properties agreement contexpiration of said three days, without notice), and that all matters thereto seprotest. | amed in this Trust Di | eed (in which event election may be made at any time after the | Ľ |
| NOW THEREFORE, to secure the payment of the and principal sum of above mentioned note and of this Trust Deed, and the personness of the co | venants and agreeme | ints herein contained, by the Mortgagors to be performed, and | .l |
| also in consideration of the sum of One Dollar in hand part, it e receipt www. WARRANT unto the Trustee, its or his successors and assigns or follow situate, lying and being in the CTTY OF CHICAGE | onereor is nereby ac ang described Real (COUNTY OF) | Estate and all of their estate, right, file and interest therein COOK AND STATE OF ILLINOIS, to wif | 1 |
| THE EAST 6 FEET OF LOT 55 AND AL | | IN BLOCK 10 IN BANKER'S | |
| RESUBDIVISION OF BLOCK 3 AND 10 : NORTH HALF OF THE SOUTH EAST QUA | | | |
| RANGE 14, EAST OF THE THIRD PRINC | | | |
| COMMONTY KNOWN AS: | ניי , נאאנייו | X NO. 20-28-411-025 ALC | |
| 139 WEST 76th STREET | 9 | $\mathcal{F}^{i}\omega$. | |
| CHICAGO, ILLINOTS | 14 C 4 7 | | 15. |
| which, with the property hereinatter described, is referred to herein as the "TOGETHER with all improvements, tenoments, easements, and appur during all such times as Mortgagors may be entitled thereto (which rents, is secondarily), and all fixtures, apparatus, equipment or articles now or herein and air conditioning (whether single units or centrally controlled), and verawnings, storm doors and windows, floor coverings, inadia leds, stoves an mortgaged premises whether physically attached thereto or not, and it is agrearticles hereinter placed in the premises by Mortgagus or their successors of TO HAVE AND TO HOLD the premises unto the said Trustee, its or herein set forth, free from all rights and benefits under and by virtue of the L Mortgagors do hereby expressly release and waive | tenances thereto belsues and profits are patter thereus or there notifies the initiation, including (ad water heaters. All ed that all buildings a rassigns shalf be parbs successors and as | thedged printartly and on a parity with said real estate and not on used to supply heat, gas, water, light, power, refrigeration within trestrict, if the foregoing), screens, window shades, lot the foregoing we declared and agreed to be a part of the and additions and all sembut or other apparatus, equipment or tot the mortgaged promises. Signs, foreset, for the purposes, and upon the uses and trusts | |
| The name of a record owner is: MATHTE DAVIDSO | | | |
| This Trust Deed consists of two pages. The covenants, conditions and prherein by reference and hereby are made a part hereof the same as though successors and assigns. | nvisions appearing o I they were here set | n page 2 (the reverse side of the Tree: Deed) are (neorphrated) out in full and shall be binding (n. 8 lorigagors, their beirs, | |
| Witness the hands and seak of Mortgagors the flas and year first above a | written. | | |
| PLEASE MATTIE DAVIDSON | C (Seal) | (Seal) | œ |
| PRINT OR TYPE NAME(S) BELOW | | • | क |
| SIGNATURE(S) | (Scal) | | 23 |
| State of Illinois, County of COOK in the State atoresaid, DO HEREBY CERTIFY | ss., that MAT | 1, the undersigned, a Notary Public in and for said County TIE DAVIDSON TITLETTE | -297813 |
| IMPHESS personally known to me to be the same person | whose name | fit subscribed to the foregoing instrument, | డు |
| BEBI. appeared before me this day in person, and acking the person and acking the person and voluntary act, for | • | (iii) signed, scaled and delivered the said instrument as ics therein set forth, including the release and waiver of the | |
| right of nomestead. Given under my hand and atticial year this 3rd 2000 | J | UEAT) 21 | |
| Commission expires JUNE 7, 19 87 | nury. | notice Ville | |
| this institument was prepared by | ZI1110 / Y. 35 O ADOBESS) | th ST., CHGO., II. | |
| Mail this instrument to THE DISTRI | CT_NATIONAL | BANK OF CHICAGO | |
| (CITY) | Joen Street | -CHICAGO, IL. 60609 | |
| OR RECORDER'S OFFICE BOX NO. | | TIV | |
| , | | 11.00 | ے د |

THE FOLLOWING ARE THE COVIDANTS, CONDITION SAND PLOVISIONS REFERRIL TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) 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; (5) complete within a reasonable time any buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- 2. Mortgagors 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 Trustee or to holders of the note the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and 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 case of loss or damage, 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 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 payment or perform any act hereinbefore required of Mortgagors 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 forfeiture 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 reasonable attorneys' 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 a districted may be 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 nine 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 Mortgagors.
- 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, state, near or estimate produced from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the y did by of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay ear a tem of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall be very he right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a martgage ue'. In any soit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and x₀ enses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outhers for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to litems to be expended after entry of the decree) of procuring all such abstracts of litle, title searches and examinations, guarantee policies. Torrens certificates, and similar dit 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 vidence to bidders at any sale which may be had pursuant to such decree the true contains of the title to or the value of the premises. In addition 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 nine per cent per annum, when proceedings, to which either of them shall be a parity, either as plain iff, cerimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the 'area sure hereof after accrual of such right to foreclose whether or not actually commenced; or (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; or (c) preparations for the defense of any threatened suit or proceeding which might affect the pr
- 8. The proceeds of any foreclosure sale of the premises shall be disk paied and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including a (soch) items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpide fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Deta, the Court in which such complaint 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 Mortgagors 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 rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further time. If mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which ready be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole or, as a 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) It is indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become approprior 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.
- 10. No action for the enforcement of the lien of this Trust Deed or of 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.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and coess thereto shall be permitted for that purpose.
- 12. 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 expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.
- 11. 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 principal 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 principal note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he has note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.
- 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, THE DISTRICT NATIONAL BANK, OF CBGO, shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Decks of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the Tontical little, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
- 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER. THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE 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. M 24194-3

THE DISTRICT NATIONAL BANK OF CHICAGO

BY: lucifamy

WALTER HAWRYSZ, EXEM VICE PIES.