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TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made

March 15 , 19 71, between

JAMES E. STEWART, JR. and MARY ALICE STEWART, his wife, , herein referred to as "Mortgagors," and

THE NORTHERN TRUST COMPANY,

an Illinois banking corporation located in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

said principal sur and interest from date hereof on the balance of principal remaining from time to time unpaid at the rate of 7.25 / rer nnum in instalments as follows: ONE HUNDRED SEVENTY FOUR AND NO/100th (\$174.00)-----

Dollars on the 15th day of NO/100ths (\$174.00) Dollars on the f May , 19 71 and ONE HUNDRED SEVENTY FOUR AND

Dollars on the 15th de o each month thereafter until said Note is fully paid, except that the final payment of principal and interest if not sooner paid, shall be due on the 15thday of April _1996

All such payments on account of the indebtedness evidenced by said Note to be first applied to interest on the unpaid principal balance and the reminder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of eight per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in the City of Chicago, Illinois, as the Holders of the Note may from time to time ir wriving appoint, and in absence of such appointment then at the office of The Northern Trust Company it said City.

NOW, THEREFORE, the Mortgagors to secure the fiym nt of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Trus D'd and the performance of the covenants and agreement herein contained, by the Mortgagors to be performed, and also in conde ation of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVE an i VARRANT unto the Trustee, its successors and assigns, the following described Real Estate, and all of their estate, right, "" f ad interest therein, situate, lying and being in the COUNTY Cook AND STATE OF ILLIN OIS, to wit:

> Lot 9 (except the South 9 feet) in Block 4 in the Subdivision of that part of the East quarter of the South West quarter of Section 8, Town. 1: 39 North, Range 13 East of the Third Principal Moridian lying between the South line of Chicago and lot the Western Railroad Right of way and the North line of Dunny Railroad in Cook County, Illinois,

which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all buildings, improvements, tenements, easements, fixtures and appurtenance thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mort, at ors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not see ndar's) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air to dictioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, inc. of ng (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, 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 Mortgagors 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 uses 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 Mortgagors do hereby expressly release and waive.

It Is Further Understood and Agreed That:

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or impaged or be destroyed; (2) keep said premises in good condition and repair, without we like the process of th

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4. In case Mortgagors form any act hereinbefore reinterest on prior encumbrato tax sale or forfeiture affecti.	a shall fail to perform any cov- equired of Mortgagors in any ces, if any, and purchase, dis- ing said premises or contest an rewith, including attorneys in ein hereof, plus reasonable c il indebtedness secured hereby um. Inaction of Trestee or in the part of Mortgagors.	enants herein cont form and manner charge, compromis	tained, Trustee or deemed expedient, se or settle any ta-	and may, but ne	e Note may, but no ed not, make full, o or lien or title or o	ed not make any pa r partial payments o laim thereof, or red	yment or per- f principal or rem from any
incurred in connection the gaged premises and the li shall be so much additions	rewith, including attorneys' in hereof, plus reasonable of indebtodness secured hereby	lees, and any other	her moneys advar Trustee for each	ced by Trustee matter concerning	or the Holders of	the Note to prote	ct the mort-
of eight per cent per ann of any default hereunder or	um. Inaction of Trustee or n the part of Mortgagors.	Holders of the N	ote shall never t	e considered as	waiver of any ri	tht accruing to the	n on account
5. Trustee or the Hold bill, statement or estimate of any tax, assessment, sal	ders of the Note hereby secur procured from the appropriati le, forfeiture, tax lien or title	ed making any po e public office wi e or claim thereo	ayment hereby au thout inquiry into f.	the accuracy of	o taxes or assesses such bill, statemen	ents, may do so acc t or estimate or inte	ording to any the validity
6. Mortgagors shall p option of the Holders of U	ay each item of indebtednes he Note, and without notice t Deed to the contrary, become Note, or (b) when default a	a herein mention to Mortgagors, a	ed, both principa all unpaid indebte	and interest, in the core of	when due according this Trust Deed	g to the terms he shall, notwithstand	reof. At the ing anything
principal or interest on the herein contained.	Note, or (b) when default a	shall occur and co	ontinue for three	days in the perfe	rmance of any oth	er agreement of the	Mortgagors
 When the indebted right to foreclose the lien for sale all expenditures an 	ineas hereby secured shall I hereof. In any suit to fore of expense which may be part of commentary and expert anneas with respect to title at any sale which may be hatter in the property of the proceeding the and ben't proceeding the and ben't proceeding the and ben't proceeding the and the proceeding the proceeding the and the proceeding	become due whet close the lien he aid or incurred by	ther by acceleration preof, there shall y or on behalf of	on or otherwise, be allowed and Trustee or Hold	Holders of the lincluded as additions of the Note fo	Note of Trustee sh onal indebtedness in attorneys fees, Ti	all have the the decree rustee's fees,
appraiser's fees, outlays to to be expended after entry and similar data and assur	or documentary and expert of the decree) of procuring rances with respect to title t	evidence, stenog g all such abstra ns Trustee or Ho	raphers' charges, icts of title, title olders of the Note	publication costs searches and ex- may deem to be	and costs (which uninations, guarant reasonably necess	may be estimated ee policies, Torrens ary either to prosect	as to items certificates, ite such suit
or to evidence to bidders a tures and expenses of the	t any sale which may be ha nature in this paragraph me	sd pursuant to su mitioned shall bee	one so much sid	condition of the	title to or the va	ue of the premises. and immediately d	All expendi- ue and pay-
proceeding, including proba of this Trust Deed or any	te and bankruptcy proceedir indebtedness hereby secured;	ngs, to which eit or (b) preparati	ther of them shall one for the comm	he a party, ei	her an plaintiff, c	aiment or defendant ure hereof after acc	t, by reason rual of such
or the security hereof, whether of the security hereof, whethere of the security hereof of an	her or not actually commenced; of the or not actually commenced by foreclosure sale of the pre-	d. emises shall be d	s for the detense	ied in the follow	ing order of priorit	y: First, on account	of all coats
and expenses act int to the which under he to me here principal e d is ere i remain	y foreclosure sale of the pre- lie foreclosure proceedings, is eof constitute secured indebte ning unpaid on the Note; four	ncluding all such edness additional orth, any overplus	to that evidenced to Mortgagors, th	ntioned in the p by the Note, w eir heirs, legal re	receding paragraph ith interest thereo presentatives or ass	hereof; second, all as herein provides gns, as their rights	other items d: third, all may appear
9. Upon, or at my tim ises. Such appoints may	ning unpaid on the Note; four the after the filing of a bill to / be made either before or a r and without regard to the be appointed as such receive sure suit and, in case of a su- further times when Mortgag r bich may be necessary or d s id period. The Court if ind btedness secured hereby, he see bereof or of such de	foreclose this Trafter sale, without	ust Deed, the cou	rt in which such	bill is filed may a vency or insolvency	ppoint a receiver of of Mortgagors at	said prem- the time of
the Trustee here inder in v	be appointed as such recessure suit and, in case of a suffer times when Mortres	iver. Such receiv	er shall have povicy, during the fu	er to collect the	rents, issues and d of redemption,	profits of said pren	demption of
profits, and all other premises during the whole	hich may be necessary of s id period. The Court f	or are usual in a from time to tim	uch cases for the le may authorize	protection, poss the receiver to	poly the net incor	nagement and opera se in his hands in	ition of the payment in
be or become superior a sale and deliciency.	he hereof or of such de	ecroe, provided at	e tore closing this uch application is	made prior to	iy tax, special asse foreclosure sale; ()	sament or other lien the deficiency in	case of a
10. No action for the the party interposing same i 11. Trustee or the Hole	enforce, e it of the lien or o in a. action at law upon the ders of the Not shall have	of any provision e note hereby sec the right to incre	nereof shall be a cured.	abject to any de	fense which would times and some	not be good and thereto shall be	available to
of its own gross negligence in power herein given.	ty to examin the title, local terein given inless expressly or misconduct of all of th	oongated by the te agents or emp	e terms hereof, religions of Trustee,	or, be hable for and it may requ	any acts or omissi ire indemnities sul	ions hereunder, exc isfactory to it before	e exercising
 Trustee shall release by this Trust Deed has been or after maturity thereof. 	this Trust Deed and the "- fully paid; and Truste ma, reduce and exhibit to "ruste" ma reduce and exhibit to "ruste" ma reduce and exhibit to "ruste" without inquiry. When the contained of the Note and the original trustes and it ne no Note herein described an h purports to be executed by by instrument in writing fit point in the property of the ruste rust and in case of the ruste trust and in case of the ruste or in Trust. Any Successor r shall be entitled to reason and all provisions, hereof, what	n thereof by prop execute and del the Note, rem	er instrument upo iver a release her resenting that all	presentation of eof to and at the indebtedness her	satisfactory eviden e request of any p eby secured has h	te that all indebtedn serson who shall, ei	ess secured ther before presentation
rustee may accept as true erein described any pote ith the description bersion	without inquiry. Whi e r which bears a certificate of contained of the Note and	re use is reques	sted of a successor roorting to be exe	r trustee, such s cuted by a prior the persons have	uccessor trustee m trustee hereunder in designated as	y accept as the ge	nuine Note
may accept us the genuir	the original trustee and it is no Note here in described an	y not which m	a certificate on	any instrument and which confor	identifying same ns in substance w	as the Note describ th the description l	bed herein, "
14. Trustee may resign ecorded or filed. In case of	by instrument in writing fi the resignation, inability or	iled is the office refuse to set o	of the Recorder f Trustee, Chicag	or Registrar of Title and Trus	Titles in which the Company, Chicag	is instrument shall o, Illinois, an Illino	have been
on, shall be Successor in T re situated shall be Success and any Trustee or successor	rust and in case of its resigner in Trust. Any Successor shall be entitled to reason.	in Trust he sund able compen stion	t refusal to act, is a shall have the for all acts per	the then Record identical title, p ormed hereunder	er of Deeds of the owers and authorit	county in which the sas are herein give	e premises n Trustee,
nd the word "Mortgagors"	when used herein shall inch	ude all such pers	na at 1 a' perso	ns limble for the	payment of the in-	renteuness or any p	art thereot.
16. Without the prior will ay elect to accelerate as pro	snail have executed the Noiers of titen consent of the Holders of wided in the Note for breach r acquiescence in any such co	the Note, the M of this covenant,	o and shall no	convey or encurruch election after	ber title to the Pre actual or construc	nises. The Holders of such b	of the Note reach shall
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