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2007	1974 JUN 18 AM 10 44 CCOT-CORTY MARKET
	TRUST DEED (Illinois)
	For use with Note Form 1448 (Monthly payments including interest) JUN-18-74 8 1 8 3 7 0 • 22753699 • A - Rec 5.00
	The Above Space For Recorder's Use Only
35	THIS INDENTURE, made June 8 19 74 between Charles N. Smith and Mary J.
	Smith, his wifeherein referred to as "Mortgagors," and
	Devon Bank, An Illinois Corporation
	herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Beater
	Devon Bank 6445 N. Western Avenue Chicago, Illinois 60645
	and delivered, in and by which note Mortgagors promise to pay the principal sum of Five Thousand and 00/100
	Dollars, and interest Approx Included on the balance of principal remaining from time to time unpaid at the rate of
	One Hundred Seventeen and 66/100 Dellar
	on the 20th day of July 19: 7t, and One Hundred Seventeen and 66/100 Dollars
	on the20th day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest, if not one paid, shall be due on the20th day ofinterest =
	you be to be applied first to accrued and upplied interest on the unpaid principal balance and the remainder to principal; the portion of each of the principal balance and the remainder to principal; the portion of each of the principal balance and the remainder to principal; the portion of each of the principal balance and the remainder to principal; the principal balance and the remainder to
	o. air in fallments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of
	- or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that
	or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that the elect on the legal holder of without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at 00. dury of payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal
	consumed in this Tr' a D cd (in which event election may be made at any time after the expiration of said three days, without notice), and that all patters thereto seve tily value presentment for payment, notice of dishonor, protest and notice of protest.
383	NOW THEREFO to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and habitant of the above mentioned note and of this Trust Deed, and the performance of the covenants and agreements herein contained, by the
	Metagors for the performed, and look in consideration of the sum of One Dollar in hand part whereof is hereby acknowledged, Markagors for the performed, and look in consideration of the sum of One Dollar in hand part whereof is hereby acknowledged, Markagors by these presents. ON' EV and WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate, and all of their extate, right, the and acterest therein, situate, lying and being in the
	COUNTY OF GOOK AND STATE OF ILLINOIS, to wil:
	That part of Lot 1) lying Easterly of the Westerly 125 feet thereof and
	Southerly of the Northerly 182.01 feet thereof in Block 5 in the Village 🔟 🛴 🕬
	of Jefferson in Sect or 9 Township 40 North, Range 13 East of the Thir Principal meridian in (ook County, Illinois.
	E 3 F 2 3
	120 × 20
	\$ 133 8
劉;	which, with the property hereinafter described, is referred to herein as the "oremises,"
	to find and duting an such times as strong agents may be clinice interest and related to the first, stokes and prints are proposed primarily and all fixtures, apparatus, equipment and related to the first state and not secondarily), and all fixtures, apparatus, equipment a clinic state and not secondarily), and all fixtures, apparatus, equipment a clinic state and not secondarily), and all fixtures, apparatus, equipment
3	to long and during all such times as Morteagors may be entitled thereto (shier renes, issues and primarily and early will said real estate and not secondarily), and all fitures, apparatus, equipment a cless now or hereafter therein or thereon used-so supply heat easy, water, light, power, refrigeration and air conditioning (whether single unit or or entrally controlled), and wentiation, including (whithout restricting the foregoing), screens, window shades, awanings, storm doors and windows for a coverings, inside beds, stoves and water heaters. All for the foregoing are declared and agreed to be a part of the morteaged premises vower or, to recovering the top of the control of the difference of the control of the co
a	of the foregoing are declared and agreed to be a part of the mortgaged premises vive; or, tysically attached thereto or not, and \$\frac{1}{2}\$ is agreed that all buildings and additions and all similar or other upparatus, equipment or articles aere; or laced in the premises by Mortgagages or kheld suc.
a \a	TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and signs, forever, for the purposes, and upon the use and trust, begin set forth free from all rights and benefit under and by virtue of the Harry end Stemption I away of the State of Illinois which
`4 9 4 9	TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and signs, forever, for the purposes, and upon the use and trust, begin set forth free from all rights and benefit under and by virtue of the Harry end Stemption I away of the State of Illinois which
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9 1	DIANE AND TO HOLD the premies unto the said Trustee, its or his successors and assens, forever, for the purposes, all upon the weight rusts, therein set forth. Free from all rights and benefits under and by virue of the Home and Exemption Laws of the State illinois, which aid rights and benefits Mortagors do hereby expressly release and waive. This Trust Deed, consists of two pages, The covenants, conditions and provisions appearing on permitted the triverse side of this Trust Deed) re incorporated herein by reference and hereby are made a part hereof the same as though they were nere so out in full and shall be binding on lortespars, their heirs, successors and assigns. Witness the hands and seals of Mortagors, for day and year first/hove written. PLEASE PRINT OR PRINT OR PRINT OR SIGNATURE(S) SIGNATURE(S) (Seal)
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THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE OF OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

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- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste: (2) promply 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 building or buildings now or at any time in process of errection upon said premises, (6) comply with all requirements of law or municipal ordinance or as 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.
- 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 indebtedners 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 mortpolicies 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 mortpolicies payable, in case of some or damage of the note, and in case of insurance about to expire, shall deliver renew. If policies not less than ten days prior to the respective dates of expiration.
- case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dutes 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 renewed to the control of the propose of principal or interest on set of the control of principal or interest on the control of the purpose received and the control of the purpose received authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by the state of the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter under the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter which action herein authorized 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 seven per cent per annum. Intention 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 according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or into the validity of any tax, assessment, sale; forfeiture, tax lien or title or claim thereof.
- Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof.

 At seel ion of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, not with an ing anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of pri cipe or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein cor in case.
- herein cor not.

 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, holder of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws otherwise, holder of the note of the note

- sentatives or assigns as their rights may appear.

 9. Upon or at any time after the filing of a complaint to oreclose this Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made ended to the first of the substance of Mortgagors at the time of application for such receiver and without regard to the threating on whether the same shall be then of Mortgagors at the time of application for such receiver and without regard to the threating of the premises of whether the same shall be then occupied as a homestead gazy at and the Trustee hereunder may be printed as said and a deficiency, during the full statutory, issues and profits of said premises during the pendency of such fare oscillated and printing the production of the property of the intervention of such receiver, would be entitled to collect such rents, issues and profits of such receiver, would be entitled to collect such rents, issues and profits of such receiver to apply the relationship to the control of the property such profits of the profits

- 11. Trustee or the holders of the note shall have the right to inspect the premises (3) reasonable times and access thereto shall be/permitted for that purpose.
- satisfactory to him before exercising any power herein given.

 13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation in satisfactory evidence that all indehedness secured by this Trust Deed has been fully paid, and Trustee may execute and deliver a release election of the proper of the maturity thereof, produce and exhibit to have the principal note presenting that by indebedness such successor trustee may accept as the genuine note herein described the principal note and exhibit to the principal note and exhibit princi
 - 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this in are shall have

been recorded or filed. In case of the death, resignation, inability or refosal to act of Trustee,
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 Deeds of the death, resignation, resignation, inability or refusal to act, the then Recorder of Deeds of the dumpy 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 Deeds of the dumpy shall be first Successor in Trust. Any Successor in Trust hereunder shall have the identical title, now, so and a time which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall need 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 and 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.

The Installment Mot mentioned in the within Trust Deed, here here.

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWFR AND LENDER, THE NOTE SECURED BY THIS TRUST DEFO IS FILED BY THE TRUST DEFO IS FILED FOR RECORD.

END OF RECORDED DOCUMENT