

THIS INSTRUMENT WAS PREPARED BY ROBERT H. SNELL 50 SOUTH LASALLE STREET CHICAGO, ILLINOIS 60650

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TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made JANUARY 16, 1976 between STEPHEN SMAHA AND CAROL SMAHA, 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:

THAT, WHEREAS, the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described (said legal holder or holders being herein referred to as Holders of the Note) in the principal sum of SIXTY-THREE THOUSAND FIVE HUNDRED AND 00/100 (\$ 63,500.00) Dollars, evidenced by one certain Instalment Note herein referred to as "Note" of the Mortgagors of even date herewith, made payable to BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date hereof on the balance of principal remaining from time to time unpaid at the rate of 8.75% per annum in instalments as follows: FIVE HUNDRED TWENTY-TWO AND 00/100 (\$ 522.00) OR MORE Dollars on the 1ST day of MARCH, 1976 and FIVE HUNDRED TWENTY-TWO AND 00/100 (\$ 522.00) OR MORE Dollars on the 1ST day of 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 1ST day of FEBRUARY, 2001

All such payments on account of the indebtedness evidenced by said Note are to be first applied to interest on the unpaid principal balance and the remainder to principal and all of said principal and interest are to be 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 in writing appoint, and in absence of such appointment then at the office of The Northern Trust Company in said City.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and conditions herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successor 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 20 IN EVANSTON GOLF SUBDIVISION, A SUBDIVISION OF PART OF LOT 34 IN BAXTER'S SUBDIVISION AND PART OF LOT 20 OF GEORGE SMITH'S SUBDIVISION BOTH IN THE SOUTH PART OF QUILMETTE RESERVATION, IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

10.00

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

TOGETHER with all buildings, improvements, tenements, easements, 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 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), and ventilation, including (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, replace or rebuild any buildings or improvements now on premises... (2) keep and maintain in good condition and timely without waste... (3) keep and maintain in good condition... (4) keep and maintain in good condition... (5) keep and maintain in good condition... (6) keep and maintain in good condition... (7) keep and maintain in good condition... (8) keep and maintain in good condition... (9) keep and maintain in good condition... (10) keep and maintain in good condition... (11) keep and maintain in good condition... (12) keep and maintain in good condition... (13) keep and maintain in good condition... (14) keep and maintain in good condition... (15) keep and maintain in good condition... (16) keep and maintain in good condition... (17) keep and maintain in good condition... (18) keep and maintain in good condition... (19) keep and maintain in good condition... (20) keep and maintain in good condition... (21) keep and maintain in good condition... (22) keep and maintain in good condition... (23) keep and maintain in good condition... (24) keep and maintain in good condition... (25) keep and maintain in good condition... (26) keep and maintain in good condition... (27) keep and maintain in good condition... (28) keep and maintain in good condition... (29) keep and maintain in good condition... (30) keep and maintain in good condition... (31) keep and maintain in good condition... (32) keep and maintain in good condition... (33) keep and maintain in good condition... (34) keep and maintain in good condition... (35) keep and maintain in good condition... (36) keep and maintain in good condition... (37) keep and maintain in good condition... (38) keep and maintain in good condition... (39) keep and maintain in good condition... (40) keep and maintain in good condition... (41) keep and maintain in good condition... (42) keep and maintain in good condition... (43) keep and maintain in good condition... (44) keep and maintain in good condition... (45) keep and maintain in good condition... (46) keep and maintain in good condition... (47) keep and maintain in good condition... (48) keep and maintain in good condition... (49) keep and maintain in good condition... (50) keep and maintain in good condition... (51) keep and maintain in good condition... (52) keep and maintain in good condition... (53) keep and maintain in good condition... (54) keep and maintain in good condition... (55) keep and maintain in good condition... (56) keep and maintain in good condition... (57) keep and maintain in good condition... (58) keep and maintain in good condition... (59) keep and maintain in good condition... (60) keep and maintain in good condition... (61) keep and maintain in good condition... (62) keep and maintain in good condition... (63) keep and maintain in good condition... (64) keep and maintain in good condition... (65) keep and maintain in good condition... (66) keep and maintain in good condition... (67) keep and maintain in good condition... (68) keep and maintain in good condition... (69) keep and maintain in good condition... (70) keep and maintain in good condition... (71) keep and maintain in good condition... (72) keep and maintain in good condition... (73) keep and maintain in good condition... (74) keep and maintain in good condition... (75) keep and maintain in good condition... (76) keep and maintain in good condition... (77) keep and maintain in good condition... (78) keep and maintain in good condition... (79) keep and maintain in good condition... (80) keep and maintain in good condition... (81) keep and maintain in good condition... (82) keep and maintain in good condition... (83) keep and maintain in good condition... (84) keep and maintain in good condition... (85) keep and maintain in good condition... (86) keep and maintain in good condition... (87) keep and maintain in good condition... (88) keep and maintain in good condition... (89) keep and maintain in good condition... (90) keep and maintain in good condition... (91) keep and maintain in good condition... (92) keep and maintain in good condition... (93) keep and maintain in good condition... (94) keep and maintain in good condition... (95) keep and maintain in good condition... (96) keep and maintain in good condition... (97) keep and maintain in good condition... (98) keep and maintain in good condition... (99) keep and maintain in good condition... (100) keep and maintain in good condition...

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4. In case Mortgages shall fail to perform any covenants herein contained, Trustee of the Holders of the Note may but need not make any payment or perform any act herebefore required of Mortgagee in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest or prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other debt or claim of third party, or release from any tax lien or liability affecting said premises or continue of any tax or assessment. All money paid for any of the purposes herein authorized shall be repaid to the party or parties to whom it is due, including attorney's fees, and any other money advanced by Trustee of 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 and with interest thereon at the same rate of interest per annum as is provided for said principal indebtedness, less than 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.

5. 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, etc., forfeiture, tax lien or claim thereof.

6. Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Holders of the Note, 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, 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 Mortgagee herein contained.

7. 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 sale 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, appraiser's fees, billings for documentary and report of survey, stenographer's 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, Trustee certificates, and similar data and expenses with respect to title as Trustee or Holders of the Note may deem to be reasonably necessary either to prosecute such suit or to defend in litigation any suit 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 Trustee or Holders of the Note in connection with this paragraph mentioned shall become such additional indebtedness secured hereby and immediately due and payable with interest thereon at the same rate of interest per annum as is provided for said principal indebtedness, when paid or incurred by Trustee or Holders of the Note in connection with any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of the Trust Deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof, or (c) actual or attempted sale of the premises, whether or not actually commenced, or (d) preparations for the defense of any suit hereunder out of proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure 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 foreclosure proceedings, including all such 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, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the Note; fourth, any surplus to Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.

9. 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 before or after sale, without notice or without regard to the then value of the premises or whether the same shall be then occupied as a residence 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, but not, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any other period when Mortgagee, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other moneys 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 to the net income in his hands in payment in whole or in part of (a) the indebtedness secured hereby, or (b) any decree foreclosing 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 prior to foreclosure sale; (c) the deficiency in case of a sale and deficiency.

10. Upon partial or total condemnation of the premises and upon demand of the Holder of the Note, the Mortgagee shall pay over to the Holder all or such portion of the proceeds thereof as may be demanded by the Holder, and all such proceeds so paid over shall be applied upon the principal or accrued interest of the Note as may be elected by the Holder, with or without premium or penalty.

11. 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 intervening same in an action at law upon the Note as secured.

12. 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.

13. Trustee has no duty to examine the title, location, extent, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given expressly or implied by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its negligence or misconduct or that of its employees or Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

14. Trustee shall release this Trust Deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been paid in full and that Trustee or Holders of the Note have released or agreed to release all or any portion of the property which is the subject hereof after maturity thereof, produce and exhibit to Trustee if Trustee is Trustee of the Note, representing that all indebtedness hereby secured has been paid, which representation Trustee may rely upon in releasing the Note, and if a copy of such instrument is furnished to a successor Trustee, the same shall constitute a release of the Note hereon described, any note which bears a certificate of satisfaction purporting to be executed by a prior trustee hereunder or which contains an undertaking with the description herein contained of the Note and which purports to be executed by the person herein designated as the maker thereof, and where the release is made by a Trustee or Holders of the Note, which may be presented and which conforms in substance with the description herein contained, it may also act as the release of the Note hereon described, which may be presented and which conforms in substance with the description herein contained and which purports to be executed by the person herein designated as the maker thereof.

15. 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 resignation, inability or refusal to act of Trustee, Chicago Title and Trust Company, Chicago, Illinois, an Illinois corporation, shall be successor in Trust and in case of its resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be successor in Trust. Any successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

16. This Trust Deed and all provisions hereof, shall extend to and be bind upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons, but all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Trust Deed.

17. Without the prior written consent of the Holders of the Note, the Mortgagee shall not convey or encumber title to the Premises. The Holders of the Note may elect to accelerate as provided in the Note for breach of this covenant, and may, in such election after actual or constructive notice of such breach shall be construed as a waiver of any defense which would not be good and available to the party intervening same in an action at law upon the Note as secured.

18. IF STEPHEN SMAHA SHALL CEASE TO BE EMPLOYED BY THE NORTRUST COMPANY OR ANY OF ITS WHOLLY OWNED SUBSIDIARIES FOR ANY REASON WHATSOEVER, THE HOLDER OF THE NOTE MAY AT THEIR ELECTION AND WITHOUT NOTICE ACCELERATE THE MATURITY OF THE REMAINING INSTALMENTS OF THE NOTE AND DECLARE THE ENTIRE PRINCIPAL INDEBTEDNESS AND INTEREST THEREON IMMEDIATELY DUE AND PAYABLE. NO DELAY BY THE HOLDER IN EXERCISING THEIR SAID RIGHT OF ACCELERATION SHALL BE CONSTRUED AS A WAIVER THEREOF.

18. IF STEPHEN SMAHA SHALL CEASE TO BE EMPLOYED BY THE NORTRUST COMPANY OR ANY OF ITS WHOLLY OWNED SUBSIDIARIES FOR ANY REASON WHATSOEVER, THE HOLDER OF THE NOTE MAY AT THEIR ELECTION AND WITHOUT NOTICE ACCELERATE THE MATURITY OF THE REMAINING INSTALMENTS OF THE NOTE AND DECLARE THE ENTIRE PRINCIPAL INDEBTEDNESS AND INTEREST THEREON IMMEDIATELY DUE AND PAYABLE. NO DELAY BY THE HOLDER IN EXERCISING THEIR SAID RIGHT OF ACCELERATION SHALL BE CONSTRUED AS A WAIVER THEREOF.

Witness my hand and seal of the State of Illinois, this 19th day of June, 1976, at Chicago, Illinois.

Stephen Smaha [Signature] [Notary Seal] [Notary Name]

STEPHEN SMAHA [Signature] CAROL SMAHA [Signature]

STATE OF ILLINOIS

I, Notary Public in and for and residing in said County in the State aforesaid, do hereby certify that the within and foregoing instrument, signed by the parties herein named, is a true and correct copy of the original instrument, and that the parties herein named are the same persons whose names are stated in the instrument, appeared before me this day in person and acknowledged that they executed the instrument as their free and voluntary act, for the uses and purposes therein expressed, and that the instrument is a true and correct copy of the original instrument.

GIVEN under my hand a Notarial Seal this 19th day of June, 1976.

Richard Waldorf [Signature]

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. 500383.

THE NORTHERN TRUST COMPANY, Inc.

Richard Waldorf [Signature]

Assistant Secretary

D NAME THE NORTHERN TRUST COMPANY

E STREET ATTN: RICHARD WALDOCH

L CITY 50 SOUTH LASALLE STREET

V CHICAGO, ILLINOIS 60690

E OR 980

R INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

2819 GARRISON AVENUE EVANSTON, IL 60201

END OF RECORDED DOCUMENT