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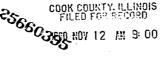
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TRUST DEED



Lidney R. Olson RECORDER OF DEEDS

25660395

CTTC 7 THIS A OF ITURE, made September

THE ABOVE SPACE FOR RECORDER'S USE ONLY 11, 1980 , between FRANCES D. WILLIAMS

a widew and not since remarried

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY

an Illinois corpo tion doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mc rigagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders of the Note, in the principal sum of Twenty-Four Thousand and Three Hi idred and Seventy-Five (\$24,375.00)

Dollars, evidenced by one certain in ale and Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BRANK Touis Cummings, Jr. ard Louise A. Cummings, as Co-Executors of the Will of Irene Coleman, and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest

from _____ Date _____ on the balance of principal remaining from time to time unpaid at the rate of _____ eleven (11%) _____ per cent per annum in instalments (including principal and interest) as follows:

Two Hundred and Seventy-Seven and 55/100 / (\$277.35)

of November, 1980 _____ nd Two Hundred and Seventy-Seven and 35/100 bollars \$277.35 on the first day of each ______ thereafter until said note is fully paid except that the final the first day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paids of the first day of October, 1995

All such payments on account of the indebtedness evid nee by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal capability of each instalment unless paid when due shall bear interest at the rate of 12% per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois

[linois, whe holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of D'An ona, Pflaum, Wyatt & Riskind in said City,

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sur of n oney and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreeme is h, cir containing, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowle ged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, ight, the admitted therein, situate, lying and being in the COUNTY OF CHICAGO COUNTY OF CHICAGO

The North 45 feet of Lot 3 (except the East 23 feet) in Hubbard's Subdivision of North 4 acres of the North 4 of the Southwest 4 of the Northeast 4 of the Southwest 4 of Section 3, Touship 38 North, Range 14, East of the Third Principal Meridian,

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a p and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing windows. Boor coverings, inador bods, awnings, stoves and water heaters. All of the foregoing are declared to attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the or assigns while the 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 put forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State Mortgagors do 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 mortgagors, their heirs, successors and assigns

and seal of Moregan JULINESS the hand ... of Mortgagors the day and year first above written. Mances & D.

Louis E. Siciliano, STATE OF ILLINOIS, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Frances D. Williams, a widow and not since properties. County of Cook "Hammen Hame

who 15 personany amount instrument, appeared before me this day in per personally known to me to be the same person free and voluntary act, for the uses and purposes therein set forth. Given under my hand and Notatial Seal this.

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THE COVENANTS CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

THE COVENANTS-CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagurs shall; 11) promptly repair, texture or rebuild any buddings or improvements now or benefit cross which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without water, and free from mechanic's we other times which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without water, and free from mechanic's we other times or claims free in ant expressly upon requires children satisfactory evidence of the debetarge of such prior lieu to Trustee or to holders of the note; (3) complete within a reasonable time any budding in wor at any time in process of crection upon and premises; (5) comply with all requires and the use thereof; (6) make no material alterations in suid premises except as required by law or municipal ordinance.

2. Mortgagues shall keep all buddings and improvements now or hereafter situated on said premises special assenses which Mortgagues shall pay in full under protest, in the numner provided by statute, any tax or assessment which Mortgagues shall pay in full under protest, in the numner provided by statute, any tax or assessment which Mortgagues shall see all buddings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and der pulcies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or windstorm and or pulcies including additional and renewal pulcies, to holders of the mote, and all supports to the cost of a support to the respective dates of expiration.

3. In case of a support to the respective dates of expiration.

4. In case of a support to the respective dates of expiration.

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5. In the cost of the support of the pulcies, to holders of the note may be a support to the pulcies. The support of

principal and interest remaining unpaid on the note; fourth, any overplus to Mor 'agors, their bets, 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 bills filled may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to a solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the ptermises or whether the same shall be then occupied as a homestead or not and the rustice hereunder may be appointed as a bill to a such receiver. Such receiver shall have power to cold it; tronts, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period as demption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, and all other powers which may be necessary or are usual u such cases for the protection, possession, for it, management and operation of the premises during the whole of said period. The Court from time to line may authorize the receiver to apply this hands in payment in whole of in part of: (1) The indibtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special, sees men or other line which may be or become superior to the line herefor of such decree, provided such application is made prior to foreclosure set or, in each of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defend, which would not be good and available to the party interpoint graine in an action at law upon the note hereby secured.

21. Trustee on the holders of the note shall have the right to inspect the premises at all reasonable times and acc as there o shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into a lability of the signatures or the identity, capacity, or authority of the signatorics on the note or trust deed, nor shall Trustee be obligated to record this trust are to exercise any power herein given unless expressly obligated by the terms herefor, nor be label for any acts or omissions hereunder, except in case, i.e. or on gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it be fore exercising any low, he can give not after maturity thereof, produce and as the hereof by proper instrument upon presentation of satisfactory evidence that all longer of the case of the state of

(See attached Rider in two pages)-

IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD.

663540 Identification No.

By

MAIL TO:

Mr. Barry D. Bayer Suite 3100 30 N. LaSalle Street Chicago, Illinois 60602 FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

4413-15 S. Prairie Avenue

25660395

Chicago, Illinois 60653

CE IN RECORDER'S OFFICE BOX NUMBER

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663540

RIDER TO TRUST DEED DATED September 11, 1980 BY AND BETWEEN FRANCES D. WILLIAMS, MORTGAGOR, AND CHICAGO TITLE AND TRUST COMPANY, MORTGAGEE.

Nothing herein contained shall be deemed to excuse Mortgagor from repairing or maintaining the premises as provided in Paragraru 1 hereof or restoring all damage or destruction to the premises, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in amount, and the application or release by Trustee of any insurance proceeds s'all not cure or waive any default or notice of default under this Trust Deed or invalidate any act done pursuant to such notice.

17. This Trust Leed is a part-purchase money trust deed, to be recorded simultal ecusly with a deed executed and delivered this day by Louis Cummings and Louise A. Cummings, not individually, but as Executors of the Estate of Irene Coleman, Deceased, conveying the same premises to Mortgagor, the sum of money hereby secured being the unpaid balance of the purchase price of the real estate herein described.

18. If Trustee is made a party defendant to any litigation concerning this Trust Deed or the previses or any part thereof or therein, then Mortgagor shall indemify, defend and hold Trustee harmless from all liability by reison of said litigation, including reasonable attorneys' fees and expenses incurred by Trustee in any such litigation, whether or not any such litigation is prosecuted to judgment. If Truster commences an action against Mortgagor to enforce any of the terms 'errof or because of the breach by Mortgagor of any of the terms hereof, or for the recovery of any sum secured hereby, Mortgagor shall pay to Trustee reasonable attorneys' fees and expenses, a a the right to such attorneys' fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If Mortgagor breaches any term of this Trust Deed, Trustee may employ an attorney or attorneys to protect its rights hereinler, and in the event of such employment following any breach by Mortgagor, Mortgagor shall pay Trustee reasonable attorneys' fee; and expenses incurred by Trustee, whether or not an action is actually commenced against Mortgagor by reason of breach.

19. Any of the following events, whether occurring with respect to Mortgagor or any one or more of its beneficiaries, shall be deemed an event of default hereunder and it is further agreed that such default shall entitle the holder of the Note and the Trustee to take any or all of the actions set out in Paragraphs 3 and 4 of this Trust Deed:

(a) If Mortgagor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for herself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Mortgagor or of all or any

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part of the premises, or of any or all of the royalties, revenues, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing her inability to pay her debts generally as they become due;

(b) If a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Mortagor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for dobtors, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator of Mortgagor or of all or any part of the premises, or of any or all of the royalties, revenues, rents, is uses or profits thereof, shall be appointed without the consent or acquiescence of Mortgagor and such appointment shall remain unvacet d and unstayed for an aggregate of sixty (60) days after its entry or levy; or If a court of competent jurisdiction shall enter an after its entry or levy; or

(c) Any sale, assignment or transfer of any right, title, or interest in and to said premises or any portion thereof, whether such sale, assignment or transfer be voluntary, involuntary or by operation of law, and whether for valuable consideration, gift or as security for repayment of debt or performance of any undertaking or agreement. The rep

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END OF RECORDED DOCUMENT