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FORM NO. 207 TRUST DEED (ILLINOIS)	
For Use With Note Form 1449	<u>"E</u> C. "
(Interest in Addition To Monthly و المراكبة الم	किस्का है। अभिनेत्री
CAUTION: Consult a lawyer before using or acting under this form. All warrantes, including merchantability and fitness, are arcluded.	10.00
All warrenties, including merchantability and timess, are excluded.	. 26602041
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SINDENTURE, made <u>May 6,</u> 19_83_ between ames S. Sm., h and	
arion Smith His Wife	26602041
Robbins, Illinois	2000,2012
(NO. AND S AEE ) (CITY) (STATE) in referred to as "Mol or or or AND	
MIT, LOT HIAN STATE BANK	
3737 West 14 /u. Street, Midlothian, Illinois	
(NO. AND STREET) (CITY) (STATE) in referred to as "Trustee," witnesseth:	The Above Space For Recorder's Use Only
THAT WHEREAS the Mortgagors are ju 11 indebted to the legal holder or holders of	the Note hereinafter described, in the sum of
Sixteen Thousand Four Hundred Ninety Se	
denced by one certain Note of the Mortgagors of e and te herewith made payable to Mio ortgagors promise to pay the said sum in consecutation and stallments as follows:	Two Hundred Seventy Four 5 95/100
ollars, on the, and a like sur	Two Hundred Seventy Four & 95/100 =
	paid; each of said installments shall bear interest after maturity
idiothian, Illinois, or at such other place as the legal holder of who is a ay, from time to	time, in writing appoint, which note further provides that at the
the rate of 13.12 per cent per annum, and all of said pu ments being made payable idlothian, Illinois, or at such other place as the legal holder for u. or e. vay, from time to extion of the legal holder thereof and without notice, the sum remain gun aid thereon, tog yable, at the place of payment aforesaid, in case default shall occur and continue for three days in the performance of r y or er agreem det at any time after the expiration of said three days, without notice), and the all participant in the performance of r y or the said of the performance of r y or the said of the said three days, without notice), and the all participant may be said three days, without notice).	due, of any installment in accordance with the terms thereof or in
ade at any time after the expiration of said three days, without notice), and the all parshonor, protest and notice of protest.	ties thereto severally waive presentment for payment, notice of
shonor, protest and notice of protest.	
NOW, THEREFORE, the Mortgagors to secure the payment of the said sum of mone ist deed, and the performance of the covenants and agreements herein contained, by the the Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presen of d assigns, the following described Real Estate and all of their estate, right, title and ited	ON VEY and WARRANT unto the Trustee, its or his successors
d assigns, the following described Real Estate and all of their estate, right, title and iter illage of Robbins, COUNTY OF COOK	est therein, situate. Iying and being in the  AND STATE OF ILLINOIS, to wit:
ot Twenty-Three (23) in Block Three (3) in Flowers	Pa, a subdivision of the North one
undred ninety-one (191) feet of the East three quar inety-eight (198) feet of the North East quarter of	ters (except the East one hundred
wo (2), Township thirty-six (36) North, Range thirt	een (13). Est of the Third Principal
ewo (2), Township thirty-six (36) North, Range thirt Meridian; also the West one Hundred seventy-four and	een (13). First of the Third Principal five tentis (174.5) feet of the
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two (2), Township thirty-six (36) North, Range thirty Meridian; also the West one Hundred seventy-four and East three quarters of the North East quarter of the (2), Township thirty-six (36) North, Range thirteen (2), Township thirty-six (36) North, Range thirteen which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenanc ong and during all such times as Mortgagors may be entitled thereto (which are pledged prin ill apparatus, equipment or articles now or hereafter therein or thereon used to supply heat ingle units or centrally controlled), and ventilation, including (without restricting the fore overings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared tot, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the onsidered as constituting part of the real estate.  TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors are not, fire from all rights and benefits under and by virtue of the Homestead Exemption Mortgagors do hereby expressly release and waive: Which Provides as follows: "(Ch. 52, pp. oa nestate of homestead to the extent in value of \$T, \$500 in the farm or lot of land and builgibly possessed by lease or otherwise and occupied by him or her as a residence, or in a coopel from the provide of the content of the content of the contents, conditions and provisions appear therein by reference and are a part hereof and shall be binding on Mortgagors. The heirs, as Witness the hands and seak of vortgagors the day and year first above britten.  PLEASE	een (13). Est of the Third Principal five tentis (174.5) feet of the North East juster of Section two (13), East of the Inird Principal Meridia (13), and gas, air conditioning, water, light, power efficient in the there of long, screens, window shades, storm downs and windows, floor to be part of said real estate whether physically a tach a thereto or premises by the Mortgagors or their successors or assists shall be dassigns, for the purposes, and upon the uses and tas. herein set Laws of the State of Hinois, which said rights an'. I nefits the r. 1) [S.H.A. ch. 52, 1] [Sec. I. Every Individual shall be en usual dings thereon, a condominium or in personal property, owe do or alive that owns property that the individual uses as a residence axx."  His Wife.  His Wife.
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THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND 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 ot appressly 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 assisfactory 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 cause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in ear of , surance 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 c., lorigagors in any form and manner deemed expedient, and may, but need not, make any payment or perform any act hereinbefore required c., lorigagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior licentrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any ax lie or forfeiture affecting said pitemises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all e pents avaid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of use lost to protect the mortigated premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action cert authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable will out a feet and with interest therein at the rate of nine per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiter of any right to them on account of any default hereunder on the part of Mortgagors.
- 5. The Truste, or the helders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bit, six ment or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the violety of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pa che item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holicas of the principal note, and without notice to Mortgagors, lunguid 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 in payment of principal or interest, or in case (clau) shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- herein contained.

  7. When the indebtedness hereby secure? All become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee sha' have 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 mortgag debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expendit res and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys fees, Trustee fees, appraiser's fees, and as a fee start of the other may be additional indebtedness of the note for a fees the start of the other hands to be reasonably necessary either to prosecute such dustriance to the other hands to be reasonably necessary either to prosecute such start of the other hands to be reasonably necessary either to prosecute such start of the other hands to be reasonably necessary either to prosecute such start of the other hands to be reasonably necessary either to prosecute such start of the other hands to be reasonably necessary either to prosecute such start of the other hands additional indebtedness secured hereby and name—wely due and payable, with interest thereon at the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connectic with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a pary, either as (a) initial formant or defendent, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the otee. Sure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of
- 8. The proceeds of any foreclosure sale of the premises shall be c strik sted and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including of such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured inductor aces additional to that evidenced by the note hereby secured, with interest thereon as herein provided, third, all principal and interest tremaining on aid; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- sentatives or assigns as their rights may appear.

  9. Upon or at any time after the filing of a complaint to foreclose this Trust D.ec., the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sal., wo not notice, without regard to the solvency of Mortgagors at the time of application for such receiver and without regard to the near 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, and case of a role and a deficiency, during the full statutory period for redemption, whether there be redemption or as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the who role said eriod. 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: The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or be or upcorrior 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 access 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 ', ru' te 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 are to comissions 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.
- 13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory of the control of the c
  - 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, shall be first Successor in Trust and in the event of his or its death, resignation, inally or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second 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.

15. If all or any part of the premises, or any interest therein, is sold or transferred by Mortgagors, including a sale by Articles of Agreement for Deed, the Trustee may, at his option, declare all the amounts secured by this Trust Deed to be immediately due and payable.

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.

Trustee	
identified herewith under Identification No.	
The Installment Note mentioned in the within Trust Deed ha	

END OF RECORDED DOCUMENT