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LEGAL FORMS	TOUGT DEST	All LIMOSO	FORM NO. 206 April, 1980			08-0101	6
3-01016	TRUST DEED For Use With N	ote Form 1448			a. 51 19 5 4		
	(Monthly Payments				9 51 2 74		1. 14
	CAUTION: Consult a lawyer befor All warranties, including merchan	re using or acting under this form tability and litness, are exclude \$\cap \in \cap \cap \cap \cap \cap \cap \cap \cap	m. ed. 2 0 02				
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THIS INDENTURE	s, made <u>SEPTI</u>	EMBER 23	19_82				
hetween							
	T L. SMITH & GI	•	is_wife)	20	6365822	3	
	RICE AND STREET)	CHICAGO	ILLTNOIS				
	"Mortgagors," and	CUICACO					
	RICAN_BANK_OF_O		O THE INOT C				
	N. KEDZIE AND STREET) "Trustee," witnesseth: 'I	CHICAG		The Above	ve Space For Record	Later No. Carlo	
to the legal holders, herewith, executed?	 rincipal promissory no v M ortgagors, made pay 	ote, termed "Installmen able to Bearer and deliv	nt Note," of even date ered, in and by which	L			
Dollars, and interest	mis to pay the principal troetDATE_OF_	_CLOSING on the t	balance of principal rem	HREE—THOUSAND- aining from time to time	unoaid at the rate o	i_18_ΩΩ_ per ce	nt
per annum, such pris	ncipa, any ard interest to TH aday of NOVEM	be payable in installme	nts as follows:ONE	HUNDRED_THIRT	Y-ONE AND OZ	7/100	
theZTH_ day	of each and every month	thereafter until said not	te is fully paid, except th	at the final payment of	principal and intere	st, if not sooner pai	d.
shall be due on the a to accrued and unpa	7THc=_ofOC_id interest on the unp _oc_	TOBER 19.85 all principal balance and the	such payments on accor remainder to principal	ant of the indebtedness; the portion of each of s	evidenced by said no aid installments con	ote to be applied fir stituting principal,	rst to
the extent not paid	when due, to bear is tere.	to cer the date for pays	nent thereof, at the rate	of _18.00 per cent	per annum, and all	such payments bei	ng
holder of the note m	ay, from time to time, in v	vriting appoint, which no	ote further provides that	tat the election of the les	gal holder thereof ar	id without notice, t	he
case default shall occ and continue for thr	cur in the payment, when o	due of any installment of any other agreemen	of principal or interest in it contained in this Trus	accordance with the ter Deed (in which event e	rms thereof or in ca lection may be made	se default shall occ e at any time after t	ur he
protest.	ree days, without notice)						
NOW THERE	FORE, to secure the pays of the and of this Trust Deed, in of the sum of One Dol he Trustee, its or his suc	nent of the sair priceipal and the performance of lunin band and the	I sum of money and inter the covenants and agree	est in accordance with the ments herein contained	he terms, provisions l, by the Mortgagors	and limitations of to be performed, a	he nd
	he Trustee, its or his succ	cessors and assigns, he	following described Re	al Estate and all of the	ir estate, right, title	and interest there	117
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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 or 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 crection 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 satisfactory to the holders of the note, under insurance policies rayable, 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 class to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In c se of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of forteagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encum an jest if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any ta sail or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expert or in or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the ryle to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action is in any other particular to the control of the ryle of the r
- 5. The Trustee or ne boders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, strong entropy of such bill, statement or estimate or into the verial y of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note, and without notice to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby seed still become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shill have the 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. "b" 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 attorneys' fees, Trustee's fees, appraiser's fees, or tale store documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended, after entry of the decree) of procurring all such abstracts of title, title scarches and examinations, guarantee policies. Torrens certificates, and sit illar d"a and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit. "C evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In add u n, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately 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 connection with a) a vaction, suit or proceedings, to which either of them shall be a party, either as pla attiff, a immant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit in the ending 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 divided 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 indexed et additional to that evidenced by the note hereby secured, with interest therein provided; third, all principal and interest remaining unraid fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trus. Do d, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale "whout notice, without regard to the solveney or insolveney of Mortgagors at the time of application for such receiver and without regard to me then v." 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, but neceiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in asc of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times "nen 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 while 't sid period. 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: (1, The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be one or ane appear to the lien hereof or of such decree, provided such application is made prior to foreclosure sale: (2) the deficiency in case of a size a 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 in as 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 fruste be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be high fir my acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and it is a quite 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 vidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing t at all indebtedness hereby secured has been paid, which representation Trustee may accept as trustee may accept as the genuine note herein described any note which bears a certificate of identification purp nr. 2 to be executed by a prior trustee hereindeer or which conforms in substance with the describtion herein contained of the principal note. I which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.
 - 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, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second 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.

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 at 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.

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.

identified herewith under Identification No.	The Installment Note mentions	ed in the within	Trust De	ed has been
	identified herewith under Iden	tification No		
Trustee	·			

END OF RECORDED DOCUMENT