## UNOFFICIAL GOPY7 9 3

TRUST DEED (Illinois)
For use with Note Form 2448
Bity payments Including interesti

86323798

	y 21	Douglas R.	Smith &	
THIS INDENTURE, made			SMITTI G	
Linda J. Smith, his wif Devon Bank, an Illinois	y 21 ie in JOINT TENANCY is Banking Corporation		herein referred to as "	"Morigagors," a
	nesseth: That, Whereas Mortgagors and date herewith, executed by Mortgagors	are justly indebted to the de- pors, made payable to Beat	holder of a principal	promissory no
and delivered, in and by which note;	Mortgagors promise to pay the princi lundred Forty Two and 50	pal sum of	L.1. 2	1 1086
on the belance of principal remaining	g from time to time unpaid at the ra nows: One Hundred Eighty	and 15/100	per annum, such principal	sum and interi
on the 25TH day of August		undred Lighty and 1	5/100	Dolla
on the 25TH day of each and eve	ery month thereafter until said note i	s fully paid, except that the fi	nal payment of principal a	nd interest, if a
sooner paid, shall be du on the2	25TH day of July	19 91; all such payments	on account of the indebt	tedness evidence
by said note to be applied list to according to a said installments constituting print 14.75 per cent per antium and all	erued and unpaid interest on the unp scipal, to the extent not paid when I such payments being made payable a	due, to bear interest after th	ic date for payment thereo	X. At the rate (
60645-5494 or server a his of	lace as the legal holder of the note ma	y from time to time, in writing	pe appoint, which note fur	ther provides th
at the election of the legal holds there become at once due and payable, at the	Inface of payment aforesaid, in case de	fault shall occur in the payme.	ni. when due, of any install	ment of princip
or interest in accordance with the tem- contained in this Trust Deed (in which	M. thereof or in case default shall occu	ir and continue for three days	in the performance of any	Other agreeme
narries thereto severally waive present	iment for navment, notice of dishono	r, protest and notice of protes	t.	<b>-</b> 1 1
	the partient of the said principal sun note and of this Trust Deed, and the			
Mortgagors to be performed, and ale Mortgagors by these presents CONVI	EY and \VAX".ANT unto the Truste	e, its or his successors and as	: receipt whereof is hereb ssigns, the following descri	ber Rent Est
and all of their estate, right, title and	I interest the ein, situate, lying and h	eing in the	AND STATE OF IL	o 11 €
	COUNTY OFCool			C 1 3
The West 16-2/3 feet of	Lot 128 and the East 16	6-2/3 feet of Lot 1	29 in R. B. Farso	ण्ड <b>म् न</b>
Subdivision of the Nort	h 26 rods and 12 feet of p 40 North, Range 14 Eas	t the North West :	ot the North West	° ? \$ 4
and that part of the No	orth 26 rods and 1 feet	of the North East	l of Section 6.	
Township 40 North. Rang	e 14 East of the Third	Principal Meridian,	lying East of	
Clark Street in Cook Co			118	₹ <b>ξ</b> ξ
				5 7 6
Commonly Known as: 152	3 W. Highland Ave. Chic	ige, IL P.I.N.#:	14-05-102-017	_≥ 3, <b>3</b> ;-
which with the property hereinafter	described, is referred to berein as th	e "breff ist i."		S 2 3 3 1 3 1 3 1 3 1 3 1 3 1 3 1 3 1 3 1
which with the property hereinafter of ADGETHER with all improvem to lead and during all such times as a	described, is referred to herein as the lents, tenements, casements, and appead to the series of the	e "premisti," urtenaic is thereto belonging, which runt in mises and profits	and all rents, issues and po are pledged primarily and	Off a Darkin Mit
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## THE FOLLOWING ARE THE COVENANDS CONDITIONS AND PROVISIONS REFERRED TO OR PAGE I (THE REVERSE SEDE OF THIS TRUST DEED) AND WHICH TON A CAPTURE THE DRUST DEED WHICH THEIR BEGINS:

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restors, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) leep said premises free from mechanic's liens on liens in fayor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) pay when due any indebtedness without may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactors 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 recovered to its writing by the Trustee or holders of the rate. viously 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 Truster 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.
- 5. 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 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 clause 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 case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or 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 rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be cursulered 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 heiders 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 the tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each near 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 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 default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 2. When the indebtedness berely secured shall become due whether by the terms of the note described on page one or by acceleration to otherwise, holders 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 of Illinois for the enforcement of a mortgage debt. 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, appraiser's fees, outlays for occurnentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after intry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar data and assurances with respect to title as Trustee or hulders of the note may doem to be reasonably necessary either to prosecute such suit or to evicence 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 addition, all capanditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immed ately due and payable, with interest thereon at the rate of seven per cent per amount, when paid or incurred by Trustee or holders of the note in connection with (a.) any action, suit or proceeding, including but not limited to probate and bankraptey proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit or 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 heres as are mentioned in the preceding paragraph hereof; section, all other items which under the terms hereof constitute secured indebtedness of distinguished to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; sourth, 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 Trust Deed, 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, without notice, without regard to the solvency or insolvency, of Morrgagors at the time of application for such receiver and without regard to the then 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 soid premises during the pendency of such foreclosure suit and, in case 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 when Morrgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be possession, control, management and operation of the premises during the whole of said reried. 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 iran orientess secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become a perior 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 moral 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 Trustee be 60 goled to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omission hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may recoin indemnits 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 evidence 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 that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee may accept as the genuine note herein described any note which hears a certificate of identification purporting to bio-executed by a prior trustee hereunder or 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 the makers thereof; and where the release is requested of the original trustee and be has never executed a certificate of sany 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 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 he hinding upon Martgagors 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 anyte executed he principal note, or this Trust Deed.

IMITURIA	IPORTANT.
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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 FH.FD FOR RECORD.

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lentified	herewith	under	Identification	ı No.	 	 	

The Installment Note mentioned in the within Trust Deed has been