(Monthly Paymenta Including Interest)

CAUTION: Consult a lawyer before using or acting under this form All warranties, including merchantability and fitness, are excluted.

THIS INDENTURE,	made APRIC 13 10 8 7	87218965
between FRANK I	. SMITH & MALINDA SMITH, HIS WIFE	
1316 N. Par	ckside Chicago, Illinois	
(NO. ANI	OSTREET) (CITY) (STATE) Hortgagors, "and .SOUTH .CENTRAL BANK & TRUST	
		" DEPI "DI RECORDING \$10 THILL FRAM 2027 04/24/87 11:15:0
		Destroy of the same area from the contract of
555 W. Roos	evelt Road Chicago, Illinois	COOK COUNTY FECOMOR
hair minden in in Community (1971)	Personal Professional Plant Whoreas Martinguite are mally inthemp	d) I he Above Simon for Received Line (1919)
to the legal holder of a preciously for	principal promissory note, termed "Installment Note," of even dai Mortgagors, made payable to Bearer and delivered, in and by whic	h
note Mortgagors promi Dollars, and interest fr	ise repay the principal sum of FIVE THOUSAND NINE ACCUMANT 13, 19 Jun the balance of principal in	NUNDRED & 00/100 (\$5,900.00) 14 (Bersen, ok) NE HUNDRED THIRTY FIGHT & 04/100 (\$138.04
per annum, such princip	palse and interest to be payable in installments as follows:	THIRTY FIGHT & 04/100 (\$138.04) Dollarson
tan 🕰 😯 dan of	and a sign of a second thereafter until said note is fully said execu	or that the final payment of original and interest, if not sooner naid.
shall be due on the	18 days. APRIL 19.72 all such payments on a	ecount of the indebtedness evidenced by said note to be applied first pal; the portion of each of said installments constituting principal, to
ha avtaat wat maid who	on due, to hear in error after the date for payment thereof, at the	rate of
nade payable at . 8	OUTH CENTRAL BANK & TRUST CO.	or at such other place as the legal that at the election of the legal holder thereof and without notice, the
rolder of the note may, reincipal sum remainin	from time to time, in second appoint, which note further provides gunpaid thereon, together with accrued interest thereon, shall be	that at the election of the legal holder thereof and without notice, the come at once due and payable, at the place of payment aforesaid, in the paccordance with the terms thereof or in case default shall occur and Double in which event election may be under at any time after the
ase default shall occur	in the payment, when due of a ny installment of principal or interest lays in the performance of my other agreement contained in this T	t in accordance with the terms thereof or in case default shall occur rust Deed (in which event election may be made at any time after the
rotest		rust Deed (in which event election may be made at any time after the presentment for payment, notice of dishonor, protest and notice of
A COST OF THE PROPERTY	RE, to secure the payment of the said principal sum of money and it	sterest in accordance with the terms, provisions and limitations of the
bove mentioned note a ilso in consideration of	and of this frust Deed, and the performance of the coverants and ap f the sum of One Dollar in hand paid the receipt whereof is here	reements berein contained, by the Mortgagors to be performed, and by acknowledged, Mortgagors by these presents CONVEY AND Real Estate and all of their estate, right, title and interest therein,
YARRANT unto the	Trustee, its or his successors and assign, the following described	Real Estate and all of their estate, right, fitle and interest therein,
		Y OF COOK AND STATE OF ILLINOIS, to wit:
The South 33	feet of the North 66 feet of Job 69 in	n Todd's Subdivision of the North 1/2
of the East 1	/2 of the North East 1/4 of Section 5	, Township 39 North, Range 13 East of
the Thind Pni	ncipal Meridian, in Cook County Illi	nous.
	BBO-16-05-220.4	73.2 m
	17 km - 140 mm - 110 mm	
		87218965
which, with the propert	y hereinafter described, is referred to herein as the "premises,"	
TOGETHER with	all improvements, tenements, easements, and appurtenances there	cto belonging, and all rents, issues and profits thereof for so long and is are pledged premarily and on a parity with said real estate and not
accordacily) and all fiv	tures, apparatus, equipment or articles now or hercaller therein o	thereon used to stor by heat, gas, water, light, power, refrigeration uding (without restricting the foregoing), screens, window shades,
annalas and a decrease a larger of	ad mindrate floor covariant involve body status and water limits	as All of the intermine are declared and agreed to be a nari of the
nortgaged premises wh	ether physically attached thereto or not, and it is agreed that all bill Fin the promises by Mortgagors or their successors or assigns shall	he part of the mortgaged previous.
TO HAVE AND T	FO HOLD the premises unto the said Trustee, its or his successors	and assigns, forever, for the purpoles, and upon the uses and trusts temption Laws of the State of himographics said rights and benefits
According to the bearings in	symmetry enlarges neal traites	
he name of a record or	wner is: FRANK AND MALINDA >	M 17 H aring on page 2 (the reverse side of this Trust Peed) are incorporated
This Trust Deed co erein by reference and	nsists of two pages. The covenants, committees and provisions appeal thereby are made a part bereaf the same as though they were b	ere set out in full and shall be binding on sto tgagors, their beirs.
uccessors and assigns.	and seals of Mortgagors the day and year first above written.	
v, aness the halles a	and sears or averagagors one may and year in a more written	Joens, & Omly
PLEASE	21.22.00	FRANK L. SMITH
PRINT OR YPE NAME[S]		Maria
BELOW BIGNATURE(S)	(Scal)	///aluda mill , isin.
	Annual Company Company of the Compan	MALINDA SMITH
tate of Illinois, County	of COOK	I, the undersigned, a Notary Public in and for said County
		NK L, SMITH & MALINDA BMITH, HIS WIFE T
MPFIESS	portugally known to me to be the same netson a whose	name s are subscribed to the foregoing instrument;
SEAL HERE	appeared before me this day in person, and acknowledged th	iat 🕒 h 🚗 signed, sealed and delivered the said instrumentass 🖟
	their free and voluntary act, for the uses and	purposes therein set forth, including the release and wniver of the
	right of homestead.	1) Appli D
iven under my hand ar	nd official scal, this 1959 3 day of	of tanal
	DOMATE HENDO SECT HE AssesS	
his instrument was pre	paredby DONALD HINES - 1731 W. Cermak	Read - Chicago, Illinois 60608
fail this instrument to	SOUTH CENTRAL BANK & TRUST CO.	- 555 W. Roomevelt Road
	Chicago,	Illinois 60607
	(CITY)	(STATE) (ZIP CODE)

- THE FOLLOWING ARE THE COVERAGE, CLEATERS AND TRANSFORS REFERED TO PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WIGHTORNIA PAIT OF THE THEST DEED WITCH THERE LEGINS:

 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 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 erection upon said premises; (6) comply with all requirements of law or municipal ordinance 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 payable, in case of loss or damage, to Frastee 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 at 4 vith interest thereon at the rate of nine per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right acc and to them on account of any default hereunder on the part of Mortgagors.
- 5. The 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 various of any tax, assessment, safe, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay cite item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the nincipal note, and without notice to Mortgagors, all impaid 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.
- 7. When the indebtedness hereby scured shall become due whether by the terms of the note described on page one or by acceleration or 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 cele. It 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, ondays and documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended ifter intry of the decree 1 of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and sim far data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to ey dence to bidders at any sale which may be had pursuant to such decree the true comes on 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 meutred by Trustee or holders of the note in connection with A any action, said or proceeding, including but not limited to probate and bankrupted for the preparations for the commencement of any said for the foreclosure hereof after accural of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding had applied in the following order of priority. First, on account actually commenced.

 8. The proceeding of foreclosure sale of the premises seal by deal and applied in the following order of priority. First, on account
- 8. The proceeds of any foreclosure sale of the premises shall be distable et and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including a such items as are mentioned in the preceding paragraph bereof; second, all other items which under the terms hereof constitute secured indebted less additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining to prior 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 Trust Dead, 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, wi bout notice, without regard to the solvency of Mortgagors 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. So the receiver shall have power to collect the rents 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 for redemption, whether there be redemption or not, 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 are provided. 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 or become a superior 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 time; 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 Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable to any acts or omissions 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 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, such successor trustee may accept as the genoine note herein described any note which bears a certificate of identification purporting to be 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 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.

in which an authority as are no.

15. This Trust Deed and and.
Mortgagors, and the word "Mortgagors the indebtedness or any part thereof, whether on ...

IMPORTANT

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

The	Installment	Note	mentioned	in	the	within	Trust	Deed	has	been
	> 11. · · · · · · · · · · · · · · · · · ·		*************	,,,						

identified herewith under Identification No. . . .