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For Use With Note Form 1448 (Monthly Payments Including Interest)

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30444100

THIS INDENTURE, made		August 11	19_5
hetweeл	Eddie L. Miles (married to Mary K.	Miles
		nter, Chicago, Iili	nois
	INO AND STREET		(STATE)
herein refe	rred to as "Mortgagors," and		
herein refe	·	nal Bank of Chicago	

which, with the property bereinafter described, is referred to berein as the "pre-

The Above Space For Recorder's Use Only

nercon referred on a "Trustee" in tresseth. That Whereas Montagors are justly mobiled to the legal in older of a principal promisers note termed. Installment brother, of even date herewith, executed by distributing made parable to Beater and delivered, mand by which note Mortgagors promoted pay the principal sum of Ninetymone. Hundred. Seventy-three. and .08/100. Dollars, and interest from August 29, 1990 on the balance of principal remaining from time to time unput at the rate of 17.0 per cent per annum, such principal sum and interest to be payable in installments as follows Two_Hundred, Sixty-eight, and, 28/190... Dollarson the 1st days November 19 90 and Two Hundred Sixty-eight and 28/190 Dollarson the 18th day of each only or month thereafter until und note in fully paid, except that the final payment of principal and interest. This is series paid, shall be due on the 18th day of OCLOBER. 1944, all such payments on accounted the indertectives except that as of OCLOBER. 1944, all such payments on accounted the indertectives except this said note to be applied first to account and unprud interest on the year aprincipal halance and the remainder to principal, the portion of each of said installments constituting principal, to the extent not paid when due, to hear series the date for payment thereof at the rate of 17 to per cent per annum, and all such payments being made payable at Commercial Nectional Bank, 4800 N. Western, Chicago, II. We at such other place as the legal helder of the payments to the interest of the payments to the interest of the payments. made payable at Commercial Nectoral Bank, 4800 N. Western, Chicago, 12. of at such other pace as the least be liter of the note may from time to time, in wir impayant, which note further provides that at the election of the legal holder thereof and without notice the principal sum remaining unpaid thereon, togetler or accrued interest thereon, shall become at once due and payable. At the place of payment attended in case default shall occur in the payment, when due to an installment of principal or infered in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of an oth the remember of the expiration of said three days, without notice), and that all paytes thereto severally waive presentment for payment, notice of dishonor, protest and notice of money.

NOW THEREFORE, to secure the payment of the said prix emals am of mores and interest in accordance with the terms, provisions and imitations of the above mentioned interaction of this Trust Deed, and the performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged. Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his successors and assign. The allowing described Real Estate and all of their estate, right, title and interest therein. situate, Ising and being in the City of Chicago COUNTY OF COOK _ AND STATE OF ILLINOIS, www.

Lot 44 in Powell and Mason's Resuldivision of all the Lots and the vacated alley in Block 9 of Lee's Subdivision of the West b of the Southeast b of Section 20. Township is North, Kange 14 Mast of the Third Principal Maridian, in Cook Coutty. Illinois.

Permanent Real Estate Index Numberss) 20-20-419-017
Addresses) of Real Estate: 5925 South Carpenter, Chicago, Illinois
ICM, THER with all improvements tenements casements and appartenances thereto belonging and counts issues and provide the control of during a local times as Morrgag or may be entitled thereor of the constant of the very apparatus, a paper of all all sections of the constant of the control o
The name of a feoretic Eddie L. Miles (married to Mary K. Hiles)
This Trust Deed consists of two pages. The coverants, conditions and provisions appearing on page 2 (the reverse ode of this Trust Leed) are observed become by reference and hereby are made a part hereof the same as though they were here set out in full and shall be bluding on Svortgagors, their beirs, successors and assigns.
Witness the hands and sealed Murtagens the day and seat like these written. (Seal) The Court of Multiple (Seal)
PLEASE FRINT OF FOOLING L. Males Mary K. Males TYPE NAME SI BELOW SIGNATURE'SI SCHATURE'SI
gaussi unets)
State of Highes, County of Cook in the State aforesaid, EMS HEREBY CERTIFS that Eddie L. Miles (married to Mary R. Miles
aminoeficial SEAL" servicially known to me to be the same person S whose name are subscribed to the foregoing instrument should be safely free and toluntary act, for the uses and purposes therein safe toth, including the release and moves of the
A Committee Cabrica criteria (
Given under my hand and official seal, this 11th May 10 Ma
This instrument was prepared by Norman R. Saendar 1919 Main Street, Melrose Wark, IL 60153 Made and Address Commercial National Bank of Chicago

STATE

SP CODE

4800 N. Western Ave., Chicago, Illinois

THE FOLLOWING ARE THE COVER ANTI, CONDITIONS AND PROPERTY ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND VEICH DAMA PART OF THE TRUST DEED VISIONS HERE, 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 tereof; (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 holdens of the note; (5) complete within a reasonable time any building or bui
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay appeal 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 reparting 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 once, 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 imministrate of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of purcipal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax like or other prior lies or title or claim thereof, or redeem from any tax sale or forteiture affecting said premises or contest any tax or assessment. All moneys poid for any of the purposes berein nutritivated and all expenses paid or incurred in connection therewith, including reasonable autorneys 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 of the interest thereon at the rate of time per cent per annum Inaction of Trustee or holders of the note shall never be considered as a waiver of any right account to them on account of any detault hereunder on the part of Mortgagors.
- 5. The Trustee or the beliers of the note hereby secured making any payment hereby authorized relating to takes or assessments, may do according to any bill, statement or estimate produced from the appropriate public office without inquity into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax tien or title or claim thereof.
- 6 Morrgagors shall pay exclusion 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 Morrgagors, all unpaid indebtedness secured by this Trust Poed shall notwithstanding anything in the principal note or in this Trust Doed to the contrary, become due and payable when default shall occur and continue for three days in the performance of any other agreement of the Morrgagors herein contained.
- 7. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise. Solders of the note or Trustee shall law the right to foreclose the lien hereof, there shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. 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. Trustee's fees, appraiser's fees, outlays for Cocumentary and expert evidence, stenographers' charges publication costs and oosts which may be estimated as to items to be expended; feer entry of the decree to 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 holders of the note may deem to be reasonably recessary either to procedute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true comes of the internet to evidence the suit of the expenditures 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 nine per cent per annum, when paid or incurred in Trustee or holders of the note in connection with or any action, suit or proceeding, including but not limited to probate and hankrupters and or the preparations for the commencement of any suit for the form of the hereof after accrual of such right to toreclose whether or not actually commenced, or to preparations to the commencement of any suit for the form of the hereof after accrual of such right to toreclose whether or not actually commenced, or to preparations to the defense of any threatened suit or proceeding the meaning of this Trust Doed or any indebtedness hereby secured, or
- If The proceeds of any forectorure sale of the premises shall be dest thried and applied in the following order of priority: First, on account or all associated expenses incident to the foreclosure procedurgs, including an each nems as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebted en additional to that evidenced by the note hereby secured, with interest thereon as herein 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 Trust Deed th. Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, "anount notice, without regard to the advency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then when 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 shall have power to collect the reals, insues and profits of said and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further time; vian Mortgagors, except for the intervention of auch receiver, would be entitled to collect such rents, issues and profits, and all other powers which that he necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said praired. The Court from time to time may hardward 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 referred energy for the production is made prior to foreclosure sale; (2) the deficiency in case of a sale and (exciency.
- 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 see good and available to the party interposing same in an action at law upon the note hereby secured.
 - 11. Trustee or the mutted for that purpose. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable time. are coess thereto shall be per-
 - 12 Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trust e 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 any acts or omissions between a case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he was a quite indemnities valuefactory 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 herebs 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 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, Commercial National Bank of Chocoshall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Ribberger 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 increments.
 - 15. This frust 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, it this Trust Beed.

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.

The Installment Note mentioned in the within	Trust	Deed	has	been
identified herewith trajes Identification No	564	205		
Pall - Allers				

Rollin P. Persson Vice President