Cook County Recorder

TRUST DEED

Individual Mortgagor

Recorders Box 333

XX] Mail To: The Chicago Trust Company

Note ID and Release 171 North Clark Chicago, IL 60601

092 - 072 - 0139089

804333

FILE ND# 537464

This trust deed corrisor of four pages (4 sheets 1 side). The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors. their heirs, successors and engigns.

THIS INDENTURE, made 01-26-1908

, between

DERRICK C CENT. A BYLLOR AND ALBERT G CRIMTA WITCHES NOT SINCE REPORTED herein referred to as "Mortgagors" and THE CHICAGO TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTRE, witnesseth:

THAT, WHEREAS the Mortgagors are justly lade ted to the legal holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders Of The Notes, in the Total Principal Sum of \$81,000.00 EIGHTY-ONE THOUSAND AND NO 100

DOLLARS, evidence by one certain Installment New of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER OR OTHER PARTY and delivered, in said by which said Note the Mortgagors promises to pay the said principal sum and interest from 01-30-1998 on the balance of principal remaining from time to time unpaid at the rate provided in the Installment Note in installments (including principal and interest) as provided in said Installment Note until note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the day of FEBRUARY, 2013 . All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal belance and the remainder to principal. All of said principal and interest shall be made payable at such banking house or trust company in , Illinois, as holders of the notes may, from time to time, in writing appoint, and in the absence of such appointment, then at the location designated by the legal holders of the Installment Note.

NOW THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements and promises of the Mortgagors contained in the Installment Note and herein, by the Mortgagors to be performed, and also in the consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 46 AND THE MAST 8 FEET AND 4 INCHES OF LOT 45 IN RLOCK 5 IN ANDREW J. Graham's Subdivision of Slocks 5 & 8 in skyder & Led's Subdivision of the East 1/2 of the south east 1/4 of section 3, tonumnip 39 North, range 13, east of THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

4407 W THOMAS, CHICAGO, IL 60651 PIN# 16-03-307-019-0000 PROPARED A.SMITH P.O.BOX 6419 VIIIA PARK IL 60181

which with the property hereinafter described, is referred to herein as the "premises,"

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NOFFICIAL COPY091049 TOGETHER with all improvements, tenements, easements, fixtures, and appurtanences thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all appearatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves, and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that

all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real cetate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and hearfite under

the State of Illinois, which said rights and benefits the Mortgagor Witness the hand and seal of Mortgagors the day and year first ab	s do hereby expressly release and waive.
WITNESS the hand and seel of Mortgagors the day and year i	irst sbove written.
Dervice Thent [SEAL]	Albert J. Thant [SBAL]
DESTICK GWY	ALHERI' G CRANT
[SEAL]	[SEAL]
STATE OF ILLINOIS	
County of CCCK I. MKINEW R WILEY A N	otary Public in and for the residing in said County, in the
some atoresaid, DO HEREBY CERTIFY THAT INTRUCK GRAN	T AND ALBERT G CRANT
who personally known to me to be the same person(s) whose before me this day in person and acknowledged the EY si	igned, segled and delivered the said-Josephanner .
iree and voluntary act, for the uses and surpo	ses therein set forth. 5 "OFFICIAL SEAL"
Given under my hand and Notarial Scal this 26th de	MATTHEW R. WILEY NOTARY PUBLIC, STATE OF ILLINOIS
Mussetel	MY COMMISSION EXPIRES 2/2"
Notary Public	Note of Seel
THE COVENANTS, CONDITIONS AND PROVISIONS PREVI	OUSLY REFERRED TO ARE:

1. Mortgagora shall (a) promptly repair, restore and rebuild any buildings of improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lies bereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien here no and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note, (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (c) comy ly with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material after at one in said premises except as required by law or municipal ordinance.

2. Mortgagore shall pay before any penalty attaches all general taxes, and shall pay special taxes, and assessments, water charges, sewer service charges, and other charges against the promises when due, and shall, upon written request, furnish to Trustee or to holders of the notes 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 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 or windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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 notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the notes, such rights to be syldenced 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 notes, and in case of insurance about to expire, shall deliver renewal policies not less than tan days prior to the respective dates of expiration.

NOTICE: Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

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4. Morigagor agrees not pack to the promises, or any rights in the premises, including the sale Holder of the beneficial the promises where Morigagor is a Land Trust, without the written consent of Holder of the Note. This includes sale by contract for deed or installment sale. Holder of the Pole. This includes sale by contact for about or installment sale.

5. In case of default therein, Trustee of the holders of the notes, or of any of them, may, but need not, make any pay and manner deemed expedient, and may, but or perform any sor hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make any pay not, make any pay not make

or perform any act nereindefore required or Mortgagors in any form and mannel deemed expandent, and may, but not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharged or settle any tax lian or other prior lian or title or claim therof, or racion from any tax sale or forfa not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, dischasificating said formulaes or contest any tax or assessment. All moneys naid for any of the numbers herein authorized any compromise of some any tax tien or other prior tien of time of citim therot, or redeem from any tax sale or forms expenses had or incurred in connection thermath, including attorneys paid for any of the purposes herein authorized and any other moneys advanced by Trister expenses paid of incurred in connection therewith, including attorneys fees, and any other moneys advanced by Trustee or of any of them, to protect the more and the lies hereof, plus reasons expenses paid of incurred in connection increasing, including anomalys rees, and any other moneys advanced by Trustee the holders of the noise, or of any of them, to protect the morreaged premises and the lien hereof, plus reasons which action herein authorized may be taken, shall be so mu the holders of the notes, of or any of them, to protect the morrespect premises and the iten nerver, plus reasons additional includes action herein authorized may be taken, shall be so my and abait herein and abait herein and may be taken, shall be so my compensation to Trustee for each matter concerning which across nearest authorized may be taken, shall be so must be a sain and forth in the nature according this fragge of the notice and with interest and payable without notice and payable without notice and payable with a payable without notice and payable without notice and payable additional indebtedness secured hereby and shall become immediately due and payable without nonce and with interesting the notes securing this trust deed. Inaction of Trustee or holders of the notes shall never in the notes shall never in the name of the Mortensons. considered as a waiver of any right accruing this trust need. Insertion of Trustee or noticers of the notes and never to any note holder nurchases insurance on said premises as sufficient herein, it will have the right to select the considered as a waiver or any right accruing to them on account of any default necessater on the part of the interface on said premises as suthorized herein, if will have the right to select the contract of the small ships and the interface of agent. Trustee or the note holder is not required to obtain the lowest cost insurance that might be available.

6. The Trustee of the holders of the notes hereby secured making any payment hereby suthorized relating to taxes or assument or actimate manufactured from the amountains making an appropriate making to taxes or assessments, may do so according to any bill, statement or estimate produced from the appropriate public office without the contrary of such bill, statement or satisfact or the appropriate public office without the contrary of such bill, statement or satisfact or the validity of any tax, assessment sale, forfeithing tax assessments, may do so according to any out, sustement or estimate produced from the appropriate public office without lian as also as also bill, statement of estimate of into the validity of any tax, assessment, sale, forfeiture, tax lian or title or claim racreof.

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7. Morigagors shall per click item of indebtedness herein mentioned, both principal and interest, when due according to the means have a the neithbour of the neithbour of the neithbour notice to Mortgagory, all the terms hereof. At the option of the holders of the principal notes, or any of them, and without notice to Mortgagors, all notwithstanding anything in the mineral notes or in this Traist Dead. the forms dereot. At the option of the noiself of the principal noise, of any of them, and without noise to Mortgagora, and the contrast hacome due and navable (a) immediately in the case of default in making navasant of any of the namediately in the case of default in making navasant of any of the namediately. to the contrary, become due and pays in (a) immediately in the case of default in making payment of any of the principal notes. Or (b) when default shall occur and constinue for three days in the navment of any interest or in the navformance of notes, of (b) when default shall occur and continue for three days in the payment of any interest of in the performance of any other agreement or promises of the Mo tracers herein contained. 8. When the indebtedness hereby secured shall be some due whether by acceleration or otherwise, holders of the notes, or any suit to formalism the lian harang them shall be some the lian harang the notes of the notes, or

any of them, or Trustee shall have the right to forcely a the list hereof. In any suit to forcelose the list hereof, there shall name and agreement which may be naid. be allowed and included as additional indebtadness in the decide for sale all expenditures and expenses, which may be paid or included as additional indebtadness in the decide for sale all expenditures and expenses, which may be paid or included as additional indebtadness in the decide for sale all expenditures and expenses, which may be paid or incurred by or on behalf of Trustee or helders of the Noice, or any of them, for attorneys, fees, Trustee's fees, and agrees and coats (which appraisor's fees, outlays for documentary and expert evidence, rienographers, charges, happingsion costs and costs (which of the many and expert evidence) of the decreasing all such sharped and the decreasing all such sharpeds of Hile drie samples. may be estimated as to itsens to be expected after entry of the decree) of procuring all such abstracts of title searches and similar to the searches and similar to the searches are the procuring and assurances with respect to the searches are the procuring and assurances with respect to the searches are the procuring and assurances with respect to the searches are the procuring and assurances with respect to the searches are the procuring and assurances with respect to the searches are the procuring and assurances with respect to the searches are the procuring and assurances with respect to the searches are the procuring and assurances with respect to the searches are the procuring and assurances with respect to the searches are the procuring and assurances with respect to the searches are the procuring and assurances with respect to the searches are the procuring and assurances are the procuring and assurance may be estimated as to them so be expended after entry of the decise; of procuring all align abstracts of this source policies, Torrens certificates, and similar the and assurances with respect to tile as Trustee or the source of the source holders of the noise, or any of thom, may doom to be reasonably necessary wither to prosecute such suit or to evidence to such a didders at any sale which may be had pursuant to such decree the true condition of the value of the premises.

All assumditures and assumes of the nature in this management mantioned shall be considered an much additional indahtedness. All expenditures and expenses of the nature in this paragraph mantioned thail becomes so much additional indebtedness manufactured in the nature of the nature in the paragraph mantioned thail becomes the highest most manufacture in the highest most manufactures. secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the highest post manurity rate. secured nerony and immediately due and payable, with interest thereon at a rate equivalent to the nightest post maturity rate in the notes securing this trust deed, if any, otherwise the highest pre maturity rate let such therein, when paid or monanding including the therein, when paid or set forth in the notes securing this trust deed, if any, otherwise the nignest pre manufity rate set with unstrain, when paus or including to take a shall he a name without as proceeding including to be bankruptcy as plainting of this bankruptcy. proceedings, to which either of them shall be a party, either as plainting, claimant or defendant, by (Ason of this trust deed on any indahadness harehy accurade by (h) nonzerations for the commandement of any anis for the foundation harmof after proceedings, so which either or men shall be a party, similar as plainted, claimant or defendant, by reason of this countries are not actually commenced of any suit for the fortelosine hereof after a such rishs to formalize whether or not actually commenced or (a) measurations for the defense of any threatened acctual of such right to forcelose whether or not actually commenced; or (c) preparations for the defense of any threatened or any independent or any actually commenced. suit or proceeding which might affect the premises or the security bereof, whether or not actually commenced. 9. 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 items as are

rust, on account of all coars and expenses included in the proceeding paragraph hereof; second, all other imms which under the terms hereof counting secured and additional to that audianosal but she maintained in the manner of handle manufact, third all amintained menuoned in the preceding paragraph hereor; second, an other name which under the terms hereor consultable secured and interest thereon as herein provided; third, all principal notes with interest thereon as herein provided; third, all principal nocoteoness accinonal to that evidenced by the principal notes with interest mercon as never provided; their heirs, legal representatives

Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may coint a receiver of said premises. Such appointment may be made either before or after saie, without notice, without and to the solvency or insolvency of the Mortgagors at the time of application for such receiver and without regard to then value of the premises of whether the same shall be then occupied as a homestead or not and the Trustee hereunder to an analysis of and profits of an and profits of an analysis of an then value of the bienness of anemal are sum as and a collect the leafs' issues and blogs of said then are a sum as a numerican of the profile of said then the pressure of the profile of said and a sum of the same sum of the profile of said the profile of the same sum of the profile of said the profile of said the pressure of the profile of said the profile of sai the appointed as such receiver, much receiver than mayo the power to contest the reme, makes and profits of said and additioney, during the full stantory d of redemption, whether there be redemption of not, as well as during any further times when Mortgagors, except and analysis analysis and analysis analysis and analysis analysis analysis and analysis and analysis the of resembled, whether there he recembled of hot, as well as during any rurner lines when morrisagors, except he analysis and profits, and all other powers which the intervention of such receiver, would be entitled to contest such rema, makes and promise, and operation of the

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The Court from time to time may arthorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) 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 superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of sale and deficiency.

11. No action for the enforcement of the lien 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 notes hereby secured.

12. Trustee or the holders of the notes, or of any of them, shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

- il 3. Trustee has no duty to examine the title, location, existence, or condition of the Premises, or to inquire into the validity of the signatures or the identity capacity, or authority of the signatures on the note or the trust deed, 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 for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- 14. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indeltectness 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 notes, 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 genuine notes herein described only notes which bear an identification number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed is identification number on the principal notes described herein, it may accept as the genuine principal notes herein described say zotes which may be presented and which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as makers thereof.
- 15. Trustee may resign by instrument in writing filed in to office of the Recorder of Deeds in which this instrument shall have been recorded or filed. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
- 16. This Trust Deed and all provisions hereof, shall extend to the be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when us of herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal notes or this Trust Deed.
- 17. Before releasing this trust deed, Trustee or successor trustee shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor trustee shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Trust Deed.

18. The provisions of the "Trust and Trustees Act" of the state of Illinois shall be applicable to this Trust Deed.

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INSTAL	LMENT	NOTE	SECURI	ED BY	THIS
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lden	tification No.	ov. J.J
THI	E CHICAGO	TRUST COMPANY, TRUSTEE
BY.	Monel	HATTING Secretary

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

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