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GEORGE E. COLE® LEGAL FORMS

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The covenants, conditions and provision appearing on page 2 (the reverse side of this ed herein by reference and hereby are made a part hereof the same as though they were here set out in full and shall be her heirs, successors and assigns. He hands and seals of Mortgagors the day and year first above written. PLEASE PRINT OR Phillip D. Warner PRINT OR Phillip D. Warner In the State aforesaid, DO HERBBY CERTIFY that Phillip D. Warner and Donna M. Warner, his wife personally known to me to be the same person. S whose name S all subscribed to the foregoing instrument, appeared before me this day in person accepted that the subscribed to the foregoing instrument, appeared before me this day in person accepted the said official seal, this waiver of the right of homestead. 7th ADDRESS OF PROPERTY: 14646 Chicago Road ADDRESS OF PROPERTY: 14646 Chicago Road Dolton, Illinois THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED SEND SUBSEQUENT TAX BILLS TO: Philip D. Warner 14646 Chicago Road Dolton, Illinois 60419 Address)

UNOFFICIAL COPY

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 for lien not express yabordinated 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) complet 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 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 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 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 ann 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 sake 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 considered 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 holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or into the validity of any tax, assessment, sale, forefuture, 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 1. election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, nowill an 3... anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of princips et ilerest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein continue.
- 7. When he in befores hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders the note or Trustee shall have the right to foreclose the lien hereof, there shall be allowed and included as additional inchesions in the deer to raise all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, proxieds established expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, proxieds established as a true, is to be expended after entry of the decree to procuring all substracts of tile, tiltle searches and examinations, guarantee policies, To ense triff thes, and similar data and assurances with respect to tille as Trustee or holders of the note may deem to be reasonably necessary either. For a critiff thes, and similar data and assurances with respect to tille as Trustee or holders of the note may deem to be reasonably necessary either. For a critiff thes, and similar data and assurances with respect to tille as Trustee or holders of the note may deem to be reasonably necessary either. For a critiff these, and similar data and assurances with respect to tille as Trustee or holders of the note may deem to be reasonably necessary either. For a critiff these, and similar data and assurances with respect to tille as Trustee or holders of the note may deem to be reasonably necessary either. For a critic such such critical and a payable, with may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall be paragraph mentioned shall be paragraph the paragraph the paragraph mentioned shall be paragraph the paragraph the paragraph mentioned shall be paragraph the paragraph the paragraph the paragraph the paragraph the paragraph the paragraph thereof and paragraph the paragraph thereof them shall be a paragraph
- 9. Upon or at any time after the filing of a complaint to fc eclose his Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either 1 fore or after safe, without notice, without regard to the solvency of Mortgagors at the time of application for such receiver and w, bout regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Truste hereunder may be who made such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreck are it 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 a region of the premises of the profits of the premise of the premise of the premise of a sale and a deficiency. The intervention of such receiver, would be entitled to collect such rents, issues and profits, and a other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premis so I are the viole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in who, or in art of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or may tex, special assessment or other lien w, inch as we or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficience in a collaboration to any defense which would not
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision be reof 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 her by accured.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all revious and access thereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the prem ses, nor hall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereor, or be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Triste, and he may require indemnities satisfactory to him before exercising any power herein given.
- 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 atisiz ory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release h. ccol. and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, rep. so ming that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry where a release is requested or successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification proporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein principal to e and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the origin I trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the ger me, rincipal note described any note which may be presented and which conforms in substance with the description herein contained f the p incipal 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 in writing filed in the office of the Recorder or Registrar of Titles in which this instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument in writing filed in the office of the Recorder or Registrar of Titles in which the recorder of the Recorder or Registrar of Titles in which the recorder of the Recorder or Registrar of Titles in which this instrument is the recorder of the Recorder of Titles in the Reco been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, Edward L. Robinson
 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 our y had be first Successor in Trust expension are studied shall be second Successor in Trust herefore 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 hereunde.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through trigagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Titust Deed.

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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 FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No.

*end of recorded document