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GEORGE E. COLE

FORM No. 206 May, 1969

TRUST DEED (Illinois)
For use with Note Form 1448
(Monthly payments including interest)

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THE FOLLOWING ARE THE GOVENANTS, 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 ot 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 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 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 as umbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem for any rax sale or forfeiture affecting said premises or contest any tax or assessment. If moneys paid for any of the purposes herein authorized ad a penses 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 a sign herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without cand with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be conside ed a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The fristed or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do eccording to any oill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, state-t or estimate or i to be validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors that p veach item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the nolvers 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 cash default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- herein contained.

 7. When the indebtedness hereby occured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trus sees all 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 nortege. bt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all exp., discrete sond 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 sees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expense of the rentry of the decree) of procuring all such abstracts of title, title exarches and examinations, guarantee policies, Torrens certificates, a similar data and assurances with respect to ittle as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence 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 expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, 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 bankruptey proceedings, to which either a "in, shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust per content of the premises of the premises of the defense of any threatened suit or proceeding which might affect the premises of the security hereof, whether or not actually commencement of any suit for the foreclosure hereof, whether or not actually commencement of any suit for t
- 8. The proceeds of any foreclosure sale of the premises sh: I be dir "uted and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all uch items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured i debted ess additional to that evidenced by the note hereby secured, with interest thereon as herein provided, third, all principal and interest treating unpaid; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof sh. Il 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 secure.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable ties 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 rust e be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be tiable for 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 le 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 satisfactory vidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to another the remest of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that a substance with the control of the principal note and except as the end of the presentation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the endine 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 the successor trustee and the principal note and the 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 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.

IMPORTANT

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

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.

Trustee

*END OF RECORDED DOCUMENT

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