## **UNOFFICIAL COPY**

TRUST DEED (Ultrice)  The Above Space for Recorder's Use Celly  THIS INDESTURE, made Pobruary 7.  THE Above Space for Recorder's Use Celly  THIS INDESTURE, made Pobruary 7.  THE Above Space for Recorder's Use Celly  THIS INDESTURE, made Pobruary 7.  THE Above Space for Recorder's Use Celly  THIS INDESTURE, made Pobruary 7.  REGISTER  National Bank of Albuny Park in Chicago  berein referred to as "Trustee," wineseeth That, Whereas Marginger are justify indeed to the light holder of a principal moder of the Third Indeed on the Long American State of the Company of American State of the Company of the	GEORGE E. COLE® FORM No. 206				1/2 1/2
FED9-7Z S 9 1 8 4 2 2 218 2 2 1 8 2 2 1 8 2 2 1 8 2 2 1 8 5 2 1 4 A — fcc:  The Above Space For Recorder's Use Only  This INDENTURE, made February 7,  It will be the Management including management of the Company o	LEGAL FORMS May, 1969			SOLD FOR FICTOR	
THIS INDENTURE, made February 7, 19.12 between John H. Bonderson and Marilyn Hendorson, Mistorial Renk of Albany Fark in Chicago  Metrin referred to as "Trustee," witnessen: That, Warrest Mortgagers are lettly indetend to the legal holder of a principal promissory note, herein seferred to as "Trustee," witnessen: That, Warrest Mortgagers are lettly indetend to the legal holder of a principal promissory note, most "insulations thom," of even des between, exceeded by Mortgagers, made populate to Bears' and Editored, in and by which note Mortgagers promise to pay the principal run of Four-Thomasonal Four-Hindred Thirty Three and Bo/100 Dollars, MAI CHE MARIAGERS MARIAGER	TRUST DEED (Illinois) For use with Note Form 1448			50764 A 1	- 40 E
THIS INDENTURE made    February 7,   172   between John H. Henderson and Marilyn Henderson, B. Mational Bank of Albany Fark in Chicago   berein referred to as "Trustee," winesseth: That, Whereas Mortgagors, are justly indebted to the legal holder of a principal promissory note, or med "Intallment Note," of even date herewith, executed by Mortgagors, made payable to Beauer   And Service of Intallment Note, of even date herewith, executed by Mortgagors, made payable to Beauer   And Service of Intallment Note, of even date herewith, executed by Mortgagors, made payable to Beauer   And Service of Intallment Note, of even date herewith, executed by Mortgagors, made payable to Beauer   And Service of Intallment Note, of even date herewith, executed by Intall Service of the Intallment of the Intallment Control of the In	(Monthly payments Including Interest)	1189-16 3 9 1	1842 • 215	92391 • A too:	5.10
herrin referred to as "Truster," vincesceth: That, Whereas Mortgapers are publy indebted to the legal holder of a principal promissory note, umed "Installment Note," of even date herewith, executed by Mortgagers, made payable to Beauer and elevered, in and by which note Mortgagers promise to pay the principal sum of Fort—Thousand Four. Hundred. Thirty: Three and Bol/100.  Fort—Thousand Four. Hundred. Thirty: Three and Bol/100.  Dollars. AND EUR STATESCHELL MANAGEMENT AND THREE AND BOL/100.  Dollars on the ZOI day of Lanch.  19. 72. and Savanty Three and Bol/100.  Dollars on the ZOI day of each and every ments therefore until said note is fully said, except that the final payment of principal and interest, if not sooner paid, said to fine on the ZOI day of each and every ments therefore until said note is fully said, except that the final payment of principal and interest, if not sooner paid, said to fine on the ZOI day of each and every ments therefore until said note is fully said, except that the final payment of principal and interest, if not sooner paid, said to fine on the ZOI day of ESTERNITY.  19. 21. and say suppose the payment of principal and interest, if not sooner paid, said to fine on the ZOI day of ESTERNITY.  19. 21. and say suppose the payment of principal and interest, if not distinctions covered to all on the payment, when the final payment of principal and interest, the categories of an an end of the payment of payment of the covered payment of the co		4	The Above Space For	Recorder's Use Only	
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Efore Thomsand Four Hundred Thirty Three and 80/100 Dollar, AMILYANA MANAGEMENT PROPERTY AND	berein referred to as "Trustee," witnesseth: To med "Installment Note," of even date her	hat, Whereas Mortgagors are ju ewith, executed by Mortgagors,	istly indebted to the made payable to Be	legal holder of a principal pror arer	nissory note,
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NOW THEREFORE, to secure the ps men, of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note, and of his Trats Deed, and the performance of the covenants and constance, by the Mortgagors by these presents CONVEY a. 1 WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate, and 301 of their, estate, right, title and interest 0 rein situates, lying and being in the CONY OF COLCEGO AND STATE OF ILLINOIS, to with the Little's Resubdivision of Block 5 in Ferrmood Park Subdivi of the Sast 1/h of the Southwest 1/h of Section 9, Township 37 North, Range lli, East of the Third Principal Mortdan in Cook County, Illinois.  which, with the property hereinafter described, is referred to herein as the sem of the Sast 1/h of the Southwest 1/h of Section 9, Township 37 North, Range lli, East of the Third Principal Mortdan in Cook County, Illinois.  which, with the property hereinafter described, is referred to herein as the sem of the Sast 1/h of the Southwest 1/h of Section 9, Township 37 North, Range lli, East of the Third Principal Mortdan in Cook County, Illinois.  which, with the property hereinafter described, is referred to herein as the sem of the Sast 1/h of the Southwest 1/h of Section 9, Township 37 North, Range lli, East of the Third Principal Mortdan in Cook County, Illinois.  which, with the property hereinafter described, is referred to herein as the sem of the Sast 1/h of the Sast 1/h of the Sast 1/h of Section 9, Township 37 North, Range lli, East of the Third Principal Mortdan in Cook County, Illinois 1/h of Section 9, Township 37 North, Range lli, East of the Third Principal Mortdan in Cook County, Illinois 1/h of Section 1/h of Section 9, Township 1/h of Section 9, Township 1/h of Section 9, Township 1/h of Section 1/h of Se	at the election of the legal holder thereof and the	without notice, the principal sum	remaining unpaid there	on, together with accrued interest	thereon, shall
Lot 17 and the East 3 feet 11 a d // th inches of Lot 18 in W. H. Little's Resubdivision of Block 5 in Ferrwood Park Subdivi at the East 1/h of the Southwest 1/h of Section 9, Township 37 North, Range 1h, East of the Third Principal Meridian in Cook County, 111 inois.  which, with the property hereinafter described, is referred to herein as the an advantage of the Third Principal Meridian in Cook County, 111 inois.  which, with the property hereinafter described, is referred to herein as the an advantage of the Third Principal Meridian in Cook County, 111 inois.  which, with the property hereinafter described, is referred to herein as the an advantage of the Third Principal Meridian in Cook County, 111 inois.  Which, with the property hereinafter described, is referred to herein as the an advantage of the Third Principal Meridian in Cook County, 111 inois.  Which, with the property hereinafter described, is referred to herein as the analysis of the Third Principal Meridian in Cook County, 111 inois.  Which, with the property hereinafter described, is referred to herein as the analysis of the analysis of the Third Principal Meridian in Cook County, 111 inois.  Which, with the property hereinafter described, is referred to herein as the analysis of the principal Meridian in Cook County, 111 inois.  Which which with all improvements, tenements, easements, and appurtent or arcie. Proposed the preferred of the analysis of the principal Meridian in Cook County, 111 inois.  Which which with all improvements, tenements, easements, and appurtent or arcie. Proposed the Proposed of the American Analysis of the Proposed the Proposed of the American Analysis of the Proposed the Proposed of the American Analysis of the Proposed the Proposed of the American Analysis of the Proposed the Proposed the Proposed of the Proposed of					
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of Block 5 in Ferrmood Park Subdivi of the East 1/h of the Southwest 1/h of Section 9, Township 37 North, Range lh, East of the Third Principal Meridian in Cook County, Illinois.  which, with the property hereinafter described, is referred to herein as the common the cook of the Third Principal Meridian in Cook County, Illinois.  Which, with the property hereinafter described, is referred to herein as the common that the cook of the Third Principal Meridian in Cook County, Illinois.  Which, with the property hereinafter described, is referred to herein as the common that the cook of the foregoing are declared and all final and air conditionage (whether single units or entrafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or entrafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or entrafter or the control of the mortgaged premises where the physically stached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter pl ed. her premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.  TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and ssigns, for ver, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homesto. Exemption and the State of Illinois, which are incorporated herein by reference and hereby are made a part hereof the same as though they were error of out in full and shall be blading on Mortgagors, their heirs, successors and assigns.  Witness the hands and seals of Mortgagors the day and year first above written.  State of Illinois, Canawan and Clock  S. In the State aforesaid, DO HEREBY CERTIFY that  John H. Henderson and Marilyn Henderson, his wifs personally known to me to be the same person. By Mortary Public in a condition of th					
which, with the property hereinafter described, is referred to herein as the , en   TOGETHER with all improvements, tenements, easements, and appurten aces i tereto belonging, and all rents, issues and profits the roof for so long and during all such times as Mortgagors may be entitled thereto (which rent is 'es and profits are poleged primarily and on a partity with said real estate and not secondarily), and all fixtures, apparatus, equipment or arreide not on heretafter therein or thereon used to supply heat for the state and not secondarily), and all fixtures, apparatus, equipment or arreide not on heretafter therein or thereon used to supply heat state and profits are policy of the foregoing are declared and agreed to be a part of the mortgaged premises when the physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter plus of the there are a saigns shall be part of the mortgaged premises when the physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter plus of the state of the said Trustee, its or his successors and saigns state that the said Trustee, its or his successors and saigns state the honests.  TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and signs.  TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and signs and trusts herein set for the foregoing and trusts herein set for the State of Illinois, which said the honests of two pages. The covenants, conditions and provisions appearing on pr. 2 (the reverse side of this Trust Deed) are incorporated herein by reference and hereby are made a part hereof the same shough they were ere if out in full and shall be binding on Mortgagors, their heirs, successors and assigns.  Witness the hands and seals of Mortgagors the day and year first above written.  State of Illinois, Community for the same and provisio	of Block 5 in Fernwood Park 9, Township 37 North, Range	Subdivician of the	East 1/4 of the	a Southwest 1/h of Se	ction
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TOGETHER with all improvements, tenements, and appurten cest percho belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents); is eas and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or article not or heterafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whichter single units or rent ally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor prefright, and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises when physically teached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter place that the profits and the same and trusts herein set forth, free from all rights and benefits under and by virtue of the Homest. It is exception Laws of the State of Illinois, which said rights and benefits Mortgagors do hereby expressly release and waive.  This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on pr. 2 (the reverse side of this Trust Deed) are incorporated herein by reference and hereby are made a part hereof the same as though they were errest out in full and shall be binding on Mortgagors, their heirs, successors and assigns.  Witness the hands and seals of Mortgagors the day and year first above written.  State of Illinois, Committed.  State of Illinois, Committed.  State of Illinois, Committed.  In the undersigned, a Notary Public in a or ald County, in the State aforesaid, DO HEREBY CERTIFY that John H. Henderson and Marilyn Henderson, his wiffered and voluntary act, for the uses and purposes therein set forth, including the release waiver of the right of homestead.  The personally known to me to be the same person. If whose person i		0		Z 35	<u> </u>
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State of Illinois, Commission two pages. The coverants, conditions and provisions appearing on pr. 2 (the reverse side of this Trust Deed) are incorporated herein by reference and hereby are made a part hereof the same as though they were ere at out in full and shall be binding on Mortgagors, their heirs, successors and assigns.  Witness the hands and seals of Mortgagors the day and year first above written.  PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)  State of Illinois, Commission  (Seal)  Marilyn/Henderso  (Seal)  Marilyn/Henderso  I, the undersigned, a Notary Public in a for id County, in the State aforesaid, DO HEREBY CERTIFY that  John H. Henderson and Marilyn Henderson, his wif 3  personally known to me to be the same person. S whose name S are subscribed to the foregoing instrument, appeared before me this day in person, and ac now edged that hey signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  Address of PROPERTY:  Address of PROPERTY:  19 72  Notary Public	an oundings and additions and an sunnar of	ned premises	articles herearter pro	ta a life premises of mortgagor	a of their ane.
are incorporated herein by reference and hereby are made a part hereof the same as though they were ere of out in full and shall be binding on Mortgagors, their heirs, successors and assigns.  Witness the hands and seals of Mortgagors the day and year first above written.  PLEASE PRINT OF THE MORE(S) SIGNATURE(S)  State of Illinois, Command Cook  St., I, the undersigned, a Notary Public in and or aid County, in the State aforesaid, DO HEREBY CERTIFY that  John H. Henderson and Marilyn Henderson, hits wif a personally known to me to be the same person. I whose name Sare subscribed to the foregoing instrument, appeared before me this day in person, and ac mowledged that hey signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and writer of the right of homestead.  ADDRESS OF PROPERTY:  ADDRESS OF PROPERTY:  19 72  Notary Public	said rights and benefits Mortgagors do here	by expressly release and waive.			and the second second
PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)  State of Illinois, County in the State aforesaid, DO HEREBY CERTIFY that  John H. Henderson and Marilyn Henderson, his wif a  personally known to me to be the same person. S whose name S are subscribed to the foresping instrument, appeared before me this day in person, and ac now edged that hey signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release a  weiver of the right of homestead.  ADDRESS OF PROPERTY:  ADDRESS OF PROPERTY:  ADDRESS OF PROPERTY:  19 72  Notary Public	are incorporated herein by reference and her	eby are made a part hereof the :	provisions appearing o same as though they w	on pr., 2 (the reverse side of the vere ere at out in full and shall	is Trust Deed) be binding on
PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)  State of Illinois, Comming Cook  ss., I, the undersigned, a Notary Public in a or id County, in the State aforesaid, DO HEREBY CERTIFY that  John H. Henderson and Marilyn Henderson, his wif s  personally known to me to be the same person. S whose name S are subscribed to the foregoing instrument, appeared before me this day in person, and ac mow edged that b h 97 signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release waiver of the right of homestead.  Given minds, printing and the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release waiver of the right of homestead.  ADDRESS OF PROPERTY:  ADDRESS OF PROPERTY:  19 72  Notary Public	Witness the hands and seals of Mortga	gors the day and year first above	e written.	0 0 2121	,
State of Illinois, Comming Cook  State of Illinois, Comming Cook  State of Illinois, Comming Cook  State aforesaid, DO HEREBY CERTIFY that  John H. Henderson and Marilyn Henderson, his wif  personally known to me to be the same person. S whose name B are subscribed to the foregoing instrument, appeared before me this day in person, and ac now edged that hely signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release availve of the right of homestead.  The commission explication and the release of the right of homestead.  ADDRESS OF PROPERTY:  ADDRESS OF PROPERTY:  ADDRESS OF PROPERTY:			(Seal)	Hohn H. Hender's IR	lrum(Séal)
in the State aforesaid, DO HEREBY CERTIFY that  John H. Henderson and Marilyn Henderson, his wif  personally known to me to be the same person. Swhose name Sare subscribed to the foregoing instrument, appeared before me this day in person, and ac now edged that h. 97 signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release  Given under the right of homestead.  7th  Advort  ADDRESS OF PROPERTY:  19 72  Notary Public	TYPE NAME(S)  BELOW		(Seal)X	Marlen ten se	L 30 (Seal)
in the State aforesaid, DO HEREBY CERTIFY that  John H. Henderson and Marilyn Henderson, his wif a  personally known to me to be the same person. B whose name B are  subscribed to the foregoing instrument, appeared before me this day in person, and ac mowledged that b h 9signed, sealed and delivered the said instrument as their  free and voluntary act, for the uses and purposes therein set forth, including the release waiver of the right of homestead.  7th  Commission expires manufactured as all, this  Advort  Aborress of Property:  126 W 101et Place	State of Illinois, County of Cook				or id County,
personally known to me to be the same person. 9 whose name 8 ax79 subscribed to the foregoing instrument, appeared before me this day in person, and ac mow edged that b h 97 signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release waiver of the right of homestead.  Given under he said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release waiver of the right of homestead.  7th  4av of February  Notary Public  Notary Public	Some John	in the State aforesaid,  John H. Hen	DO HEREBY CERI derson and Mar	TFY that	if a
edged that L 6V signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release waiver of the right of homestead.  Given unide by had along the release of the right of homestead.  7th  4ay of February  Notary Public  ADDRESS OF PROPERTY:  1976  1977  1977  1977  1977  1978	T ADM	personally known to m	e to be the same pers	on S whose name B are	
Given under, by inside Art and a seal, this 7th day of February 19 72  Commission expiremental August 7 19 79  Notary Public 100 April 1		edged that they sig	ned, sealed and delive for the uses and purp		
Modern desired in the control of the		waiver of the right of i	nomestead.	A -	72
126 W 101et Plane	Commission explicaments (Aug	M17_1974	file	J-0-345	Notary Public
how Tolet Place	10		ADDRESS OF	PROPERTY!	
MAIL TO:  NAME National Bank of Albany Park  THE ABOVE ADDRESS IS FOR STATISTICAL PROPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED  SEND SUBSEQUENT TAX BILLS TO:  Z CITY AND Chicago, Illinois ZIP CODE 60625			426 W. 101	st Place	
MAIL TO: ADDRESS 3424 West Lawrence Avenue send subsequent TAX BILLS TO:	NAME National Ban	c of Albany Park			SS (5)
STATE Chicago, Illinois ZIP CODE 60625	ADDRESS	T.	SEND SUBSEQUE		33
(Name)	STATE Chicago, IL	Linois ZIP CODE 60625	]	(Name)	T. C.
OR RECORDER'S OFFICE BOX NO. (Address)	OR RECORDER'S OFFICE BOX	NO.			BER

## **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 mechanics 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) 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.
- 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replay or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurpolicies payable, in case of ioss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard n gage claure to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, are case of insurance about to expire, shall deliver all policies not less than ten days grior to the respective dates of expiration.
- The set 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 encum. In cess, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any as self or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses p id or incurred in connection therewith, including reasonable attorneys fees, and any other moneys davanced by Trustee or the holders of the not-fully protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action in the protect of the not-fully protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action in the protection of the not-fully protection of the not-fully protection of the not-fully payable without raise of with interest thereon at the rate of seven per cent per annum. Insort on of Trustee or holders of the note shall never be considered a a valid of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee of the lolders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do according to any bill, via.er into the accuracy of such bill, state-into restimate or into the alidin of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay the em of indebtedness herein mentioned, both principal antienterest, when due according to the terms hereof. At the election of the holders of the principal 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 case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- of principal or interest, of in case detauit snail occur and commute for time uses in the performance of the note described on page one or by acceleration or otherwise, holders of the note or Trustee snail 'ave 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 debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional included as to items to be expended with may be paid or incurred by or no healing of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outly so for ocumentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procurring aluen abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and surface 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 1 evic ence 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 add ion. Ill expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and any action, suit or proceeding, including but not limited to probate and bankruptery proceedings, to which either of the sill e a party, either as planniff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the menute of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

  8. The Proceeds of any foreclosure sale of the premises shall be dist buted, and applied in the following order of priority: First,
- 8. The proceeds of any foreclosure sale of the premises shall be dist buted and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such tems as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indeb. You consider that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining private, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- sentatives or assigns as their rights may appear.

  9. Upon or at any time after the filing of a complaint to foreclose this Trust D', 4, 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, 'tithe at rotice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the time of application for such receiver and without regard to the time of the time of application for such receiver and without regard to the to the rest said to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the to the such rest said in the said in the said 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 reor 't ach receiver shall have power to collect the rents, issues and profits of said premises during the whole of said premises during the whole of the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which a syle necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole o's aperiod. 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 't. The ind-bedness secured hereby, or by any decree (preclosing this Trust Deed, or, any tax, special assessment or other lien which may be one become appropriation is made prior to foreclosure sale; (2) the deficiency in case of a sale an' deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be "ubject" any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

- 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 an equest of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all induced is such as the property of the
  - 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.

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

\*END OF RECORDED DOCUMENT