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holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; when Trustee or the holders of the note 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 lien or title or claim thereon, or redeem from any tax sale or foreclosure 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 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 of the provisions of this paragraph.

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default do any of the things specifically set forth in paragraph one hereof or the note, or (b) in the event of the failure of First Party or its successors or assigns to make any installment of principal or interest on the note, or (c) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In 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 documentary 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 procuring all such abstracts of title, life 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 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. 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 proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement 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.

5. 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 mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof are due and payable, with interest hereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.

6. 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 appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice to the solvent or insolvent at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers and duties which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. 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 (1) 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 debt, profit and income as aforesaid; (2) the deficiency in case of a sale and deficiency.

7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, 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.

9. 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 the maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested, the person presenting the note shall also present to Trustee the genuine note hereon described, or a note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance to the description herein contained of the note and which is a duplicate of the original note, and the person presenting the note shall also present to Trustee a release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described the note which is presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

10. Trustee may resign by instrument in writing filed in the office of the Recorder and Registrar of Titles in which this instrument shall be recorded or filed. In case of the resignation, liability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be 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.

For Additional provisions see Rider "A" attached hereto and made a part hereof.

THIS TRUST DEED is executed by the Amalgamated Trust & Savings Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Amalgamated Trust & Savings Bank, hereby warrants that it possesses full power and authority to execute this instrument) and is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Amalgamated Trust & Savings Bank personally to pay the said note or any interest that may accrue thereon, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder and that so far as the First Party and its successors and said Amalgamated Trust & Savings Bank personally are concerned, the legal holder or holders of said note and the owners or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantors, if any.

IN WITNESS WHEREOF, Amalgamated Trust & Savings Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

AMALGAMATED TRUST & SAVINGS BANK, Trustee as aforesaid and not personally
 By *[Signature]* ASSISTANT VICE-PRESIDENT
 Attest *[Signature]* ASSISTANT SECRETARY
BEATRICE V. CRANE
 Notary Public in and for said County, in the state aforesaid.
PAUL A. R. BEYREUTHER
 Assistant Vice-President of the Amalgamated Trust & Savings Bank, and
JOHANN MELTZER
 Assistant Secretary of said Bank, who are personally known to me to be the same persons who are subscribed to the foregoing instrument as such Assistant Vice-President, and Assistant Secretary, and who before me this day in person and acknowledged that they signed and delivered the said instrument as such Assistant Vice-President and Assistant Secretary, and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as the free and voluntary act of said Bank, as Trustee as aforesaid, for the purposes therein set forth.

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

Given under my hand and Notarial Seal this 15th day of June, 1907.
[Signature]
Notary Public



IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed is hereby identified herewith under Identification No. _____
Trustee

UNOFFICIAL COPY

RIDER "A"

In order to provide for the payment of taxes, the undersigned promises to pay monthly, in addition to the above payments, 1/12th of the annual real estate taxes as estimated by the holder hereof, in such manner as the holder may prescribe, so as to provide the current year's tax obligation on the last day of each such year during the term of this obligation. The undersigned promises further to pay monthly pro rata share of all assessments, future hazard insurance premiums, and any other charges as may accrue against the property securing this indebtedness. If the amount estimated to be sufficient to pay said taxes, insurance, assessments and other charges is not sufficient, the undersigned promises to pay the difference upon demand. The said sums are hereby pledged together with any other account of the undersigned in the holder's bank to further secure this indebtedness and any officer of the bank is authorized to withdraw the same and apply hereon.

The undersigned, acting pursuant to Section 18b of Chapter 77 of the Illinois Revised Statutes hereby waives any and all rights of redemption from sale under any order of decree of foreclosure of this Trust Deed.

12. TAKE NOTICE: Holder of the note secured by this Trust Deed may, in its sole discretion, extend, modify or renew the note recited herein which extensions, modifications and/or renewals may equal but shall not exceed the original principal amount recited herein. This Trust Deed shall remain a lien against the real estate in an amount not to exceed plus interest and advances provided for herein until same is released of record by the Amalgamated Trust & Savings Bank, as Trustee hereunder.

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22-891-919

END OF RECORDED DOCUMENT