

1. Mortgagor shall (1) promptly repair, restore or rebuild any building or improvements now or hereafter on the premises which may become damaged or be destroyed (2) keep said premises in good condition and repair, without waste, and free from mechanic or other liens or claims for lien not expressly subordinated to the lien hereof (3) 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 lien to Trustee or to holder of the note (4) comply within reasonable time any building or building now or at any time in process of erection upon said premises (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof (6) make no material alterations as required by law or municipal ordinance.

2. Mortgagor shall be liable for the payment of all general real estate taxes and shall deposit or cause to be deposited with the Trustee named in this Trust Deed or with the legal holder of the note referred to herein on the first day of each and every month during the term of said loan a sum equal to one twelfth of the estimated general real estate taxes next accruing against said premises computed on the amount of the last ascertainable real estate taxes. Mortgagor shall pay special taxes, special assessment water charges, sewer charges and other charges against the premises when due and shall upon written request furnish to Trustee or to holders of the note referred to herein duplicate receipts therefor.

3. Mortgagor shall cause all buildings and improvements now or hereafter situated on said premises to be insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or restoring the same or to pay in full the indemnities therefor, and to comply satisfactorily to the holder of the note, under insurance policies payable, in case of fire or damage, to Trustee for the benefit of the holder of the note, such policies to be evidenced by the standard mortgage clause to be attached in each policy, and shall deliver all policies, including additional policies, to Trustee or to holder of the note, and the insurance amount to be advanced shall be the actual insurable value of the premises in the respective state of appropriation. Mortgagor shall deposit with the Trustee an amount equivalent to one twelfth of the annual insurance premiums on the first day of each and every month during the term of said loan. The amount deposited under the said clause to be received and insurance proceeds referred to in paragraphs 2 and 3 hereof shall be held by Trustee or the legal holder of the note as and for a sinking fund to be used by the Trustee or the legal holder of the note to pay the general real estate taxes levied against said premises and insurance premiums as and when the same become due and payable.

4. In case of default hereof, Trustee or the holder of the note may at any time make any payment or payments any amount or amounts as hereinbefore required of Mortgagor in or toward the satisfaction of the debt secured by this instrument, and may but need not make full or partial payments of principal or interest by deed, assignment, mortgage, or otherwise, or sell any tax lien or other lien of title or claim hereof, or release from any tax sale or forfeiture affecting said premises or control of any or all buildings, improvements and land for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney fees, and any other moneys advanced by Trustee or the holder of the note to protect the mortgage, premises and the lien hereof, plus reasonable compensation to Trustee for his services, including collection charges, shall be paid to the Trustee or the holder of the note and shall be immediately available to the Trustee or holder of the note, with interest thereon at the rate of seven per cent per annum, in addition to the principal of the note and shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.

5. The Trustee or the holder of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, assessment, or decree procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, or decree, tax lien or claim thereof.

6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, upon notice to Mortgagor, 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 immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall continue for three days in the performance of any other agreement of the Mortgagor herein contained. Any deficiency in the amount of the monthly payment hereunder shall be considered as an arrearage and shall be added to the amount of the note secured hereby, with interest thereon at the rate of seven per cent per annum, to cover the extra expense involved in handling delinquent payments.

7. 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 enforce 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 holder of the note for attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expensed after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holder of the note may deem necessary and proper, and all other expenses and disbursements which may be incurred by Trustee or holder of the note in connection with (a) the foreclosure 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.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an account of all costs and expenses incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagor, his legal representatives or assigns, as their rights may appear.

9. 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, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver, in case of a sale and a deficiency, during the full maturity of the debt secured by this instrument, whether there be redemption of said note, or after maturity thereof, and without regard to the intervention of such receiver, which may be appointed to collect such rents, issues and profits of said premises during the pendency of such foreclosure suit and which may be used in such way or for the protection, possession, control, management and betterment 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 to the interest in whole or in part of (1) the indebtedness secured hereby, or by any decree (including 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); (2) the deficiency in case of a sale and deficiency; or (3) any other purpose which would not be good and available to the party intervening same in an action at law upon the note hereof secured.

10. No action for the enforcement of the lien or of any provision shall be subject to any defense which would not be good and available to the party intervening same in an action at law upon the note hereof secured.

11. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times 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 Trustee be obligated to record this trust deed or to exercise any power herein given, or to be liable for any such omission or default, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnity satisfactory to it before exercising any power herein given.

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 any of the persons who shall, either before or after 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 received from the person or persons who executed the genuine 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 note and which purports to be executed by the makers hereof, and which is in accordance with the requirements of the original trustee and which has been executed a certificate or any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which conforms to which, conforms in substance with the description herein contained of the 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 resignation, liability or refusal to act of Trustee, 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 to 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 Mortgagor and all persons claiming by or through Mortgagor, and the word "Mortgagor" when used 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 note or this Trust Deed.

16. The Mortgagors shall not assign or transfer any interest in and to the instant Trust Deed and shall not make any sale which would entitle the purchaser to assume the indebtedness without the express consent of the Trustee or Mortgagee herein.

17. Any condemnation award that may be received by virtue of the Western Avenue widening project shall be paid to the Mortgagee but, however, said amount shall be credited to the account of the Mortgagor.

THIS INSTRUMENT WAS PREPARED BY:

ROBERT J. NOLAN

33 N. DEARBORN

IMPORTANT

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

The first/last Note mentioned in the within Trust Deed has been identified herewith under identification No. _____

COUNTY BANK AND TRUST COMPANY

by _____ Assistant Vice President Assistant Secretary

D NAME NOLAN, O'MALLEY & DUNN
E STREET 33 N DEARBORN
L CITY CHICAGO, ILL
I OR 60602
V INSTRUCTIONS
R RECORDER'S OFFICE BOX NUMBER 711

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

22787 568

END OF RECORDED DOCUMENT