## UNOFFICIAL COPY

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|--|--|--|
|  | Market and Activities with the Section of  | 1  |
| GORGE E. COLES FORM No. 206 1  |  | **   |
| LEGAL FORMS May, 1969  | 22, 833 290 (2007)   |  |
| TROST DELD (IIIIIOIS)  |  | 17.7.7.<br>17.7.7.1.1.1.1.1.1.1.1.1.1.1.1.1  |
| For use with Note Form 1448 (Monthly payments including interest)  ALC-50-74 85 (  | 6889 • 22873297 • A — Pec 5.1  | .0 🖟 0.  |
| 22 833 297.  | he Above Space For Recorder's Use Only   |  |
|  | en FRANK_L_LANG_and_MARY_ANNE  | STR (V   |
|  | herein referred to as "Mortgagors," and  | <b>通</b>   |
| ".c. c'n referred to as "Trustee," witnesseth That, Whereas Mortgagors are just  | tly indebted to the legal holder of a principal promissory note,   |  |
|  |  | の ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (  |
| no 100 (\$17,000,00)   | m of SEVENTEEN THOUSAND and Dollars, and interest from August 30, 1974   | - 1  |
| no 100(\$17,000.00)  on 1 ballie, incipal remaining from time to time unpaid at the rate of the payable in tallments as follows: two hundred four & 2 court is a subject of the payable in September 19.74, and two hundre   | $\frac{7}{2}$ $\frac{3}{4}$ per cent per annum, such principal sum and interest $\frac{2}{100}$ $\frac{3}{4}$ per cent per annum, such principal sum and interest  |  |
| 30th do of September 19.74 and two hundre  | ed four & 2/100(\$204.02) - Dollars  |  |
| , some paid, shall be due or the JULD day of September, 1984   | all such payments on account of the indebtedness evidenced   | ¥ - 1  |
| or soft note to be applied inst to accrued and unpaid inferest on the unpaid print of installments constituting printing. To the extent not paid when due, to the extent not paid printing the extent of the extent | bear interest after the date for payment thereof, at the rate of   | 25   |
|  | n time to time, in writing appoint, which note further provides that   |  |
| 2 12. 11 e at once due and payable, at the place of proment a presaid, in case default sh  | half occur in the payment, when due, of any installment of principal continue for three days in the performance of any other agreement   |  |
| ort ed in this Trust Deed (in which event ele, son may be made at any time af r rus; thereto severally waive presentment for paymen, notice of dishonor, prote NOW THEREFORE, to secure the payment of the same promopal sum of me   | est and notice of protest  |  |
| If it is not of the above mentioned note and of this Trust Feed, ind the perform of the it is got to be performed, and also in consideration of he s in One Dol Menti-gots by these presents CONVEY and WARRANT unto use mose, its or  | mance of the covenants and agreements herein contained, by the illar in hand paid, the receipt whereof is hereby acknowledged,   |  |
| ord it of their estate, right, title and interest therein, situate, lying and being in   | the  |  |
| COUNTY OF  | AND STATE OF ILLINOIS, to wit  |  |
| Lot 3 (excepting G.M.&O. Railro.d) in the West Half (W½) of the Southeast  |  |  |
|  |  |  |
| 20, Township 37 North, Range 11, East of   |  |  |
| 20, Township 37 North, Range 11, East of Meridian, in Cook County, Illinois.* THIS INSTRUMENT PREPARED BY:   |  | A CONTRACTOR OF THE PARTY OF TH |
| 20, Township 37 North, Range 11, East of Meridian, in Cook County, Illinois.* THIS INSTRUMENT PREPARED BY: JOHN P. ANTONOPOULOS  |  | Carried States   |
| 20, Township 37 North, Range 11, East of Meridian, in Cook County, Illinois.*  THIS INSTRUMENT PREPARED BY:  JOHN P. ANTONOPOULOS  Attorney at Law  219 Main Street  William with the property Legisland Cases and Cases | of the Third Principal  MAIL  Noses,"  | The state of the s |
| 20, Township 37 North, Range 11, East of Meridian, in Cook County, Illinois.*  THIS INSTRUMENT PREPARED BY:  JOHN P. ANTONOPOULOS  Attorney at Law 219 Main Street  White with the property Interment Security Countries and appartenant of the country and the countries of the count | of the Third Principal  Ness,"  ces thereto belonging, and all this, issues and profits thereof for ents, issues and profits are pled, ad primari', and on a parity with rules now or hereafter therein on the on used to supply heat, and the principal or the one was to supply heat.  | Property of the second   |
| 20, Township 37 North, Range 11, East of Meridian, in Cook County, Illinois.*  THIS INSTRUMENT PREPARED BY: JOHN P. ANTONOPOULOS Attorney at Law 219 Main Street  "In with the property hemmatic described is registed to be form and opportenant of the county of the count | nives."  ces thereto belonging, and all- ents, issues and profits are pled, and profits thereof for ents, issues and profits are pled, and primari, and on a parity with rules now or hereafter therein or, the one do to supply heat, or centrally controlled), and ventils nor inc. iding (without re- se, floor coverings, inador belds, Stoyes and, Vater heaters All  | Commence of the Commence of th |
| 20, Township 37 North, Range 11, East of Meridian, in Cook County, Illinois. *  THIS INSTRUMENT PREPARED BY:  JOHN P. ANTONOPOULOS  Attorney at Law  219 Main Street  10 GETHER with all improvements, tenements, easements, and appurtenant to low and during all such tunes as Mortsagors may be entitled thereto (which results as the county of the control of the county of the county of the coregoing, screens, window shades, awnings, storm doors and window of it: Foregoing are declared and agreed to be a part of the mortgaged premises and I wildings and additions and all similar or other apparatus, equipment or articles of the county of the coregoing are declared and agreed to be a part of the mortgaged premises and I wildings and additions and all similar or other apparatus, equipment or articles of the county of assigns shall be part of the mortgaged premises.  | nises," ces thereto belonging, and all this, issues and profits thereof for ents, issues and profits are pled and primarily and on a parity with rucles now or hereafter therein or the con used to supply heat, or centrally controlled, and venils nor make do usually the analysis of the controlled and venils nor make a steer heaters. All whether physically attached thereto or not and in a read that les hereafter placed in the premises by Morte gors. I their suc-  | The second secon |
| 20, Township 37 North, Range 11, East of Meridian, in Cook County, Illinois. *  THIS INSTRUMENT PREPARED BY:  JOHN P. ANTONOPOULOS  Attorney at Law 219 Main Street  White with the property hemotographic described is referred to held 13 the property learned to see the control of the control  | nises," ces thereto belonging, and all this, issues and profits thereof for ents, issues and profits are pled, of primari, and on a parity with rucles now or hereafter therein on the founded to supply heat, or centrally controlled), and venill nor me, dung (without rese, floor coverings, inador beds, Stotes and, yater heaters All whether physically attached thereto or ne' and, is a reed that the hereafter placed in the premises by Morte, gors of their successors and assigns, forever, for the purposes, and you the uses of the Homestead Exemption Laws of the State of I jinois, with   | And the second s |
| 20, Township 37 North, Range 11, East of Meridian, in Cook County, Illinois. *  THIS INSTRUMENT PREPARED BY:  JOHN P. ANTONOPOULOS  Attorney at Law 219 Main Street  White with the property Intermediated Season 12, 1975 and 1975 to her fairly a season 10 GETHER with all improvements, tenement, casements, and appurtenant to it in and during all such times as Mortgagors may be entitled thereto (which real real estate and not secondarly), and all fixtures, apparatus, equipment or are in water, light, power, refrigeration and air conditioning (whether single units that it is a secondary), and all fixtures, apparatus, equipment or article of the foregoing, screens, window shades, awmings, storm doors and window of it is foregoing are declared and agreed to be a part of the mortgaged premises well-willings and additions and all similar or other apparatus, equipment or article covers or assigns shall be part of the mortgaged premises.  10 HAVE AND TO HOLD the premises unto the said Trustee, its or his sufficient in the said benefits under and by virtue of all rights and benefits under and by virtue of the said that the said benefits when and wave.  This Trust Deed consists of two pages. The covenants, conditions and provising in the property of the profession and hereby are made,—part hereoff the same:  | nises," cest thereto belonging, and all this, issues and profits thereof for cest thereto belonging, and all this, issues and profits thereof for centrally controlled; and centrally controlled there is a deal to supply heat, floor coverings, tandor beds, stoves and after heaters All whether physically attached thereto or no "and "a reced that less hereafter placed in the premises by Morte gors their successors and assigns, forever, for the purposes, and you the uses of the Homestead Exemption Laws of the State of 1 jinois, inch signs amounting on page 2 (the reverse side of this Tre 1 led)   |  |
| 20, Township 37 North, Range 11, East of Meridian, in Cook County, Illinois. *  THIS INSTRUMENT PREPARED BY:  JOHN P. ANTONOPOULOS  Attorney at Law  219 Main Street  Sinc. with the property here made leaves the street of the control of the county of the  | nises," cest thereto belonging, and either the same and profits thereof for ears, issues and profits are plea, and primari, and on a parity with ritieles now or hereafter therein or the on used to supply heat, or centrally controlled; and writill our me, ideng (without rews, floor coverings, unador beds, stowes and, aler heaters All whether physically attached thereto or and, are ared that less hereafter placed in the premises by Morte gors and single statement of the thorough the same and the  |  |
| 20, Township 37 North, Range 11, East of Meridian, in Cook County, Illinois. *  THIS INSTRUMENT PREPARED BY:  JOHN P. ANTONOPOULOS  Attorney at Law 219 Main Street  When with the property Intermediate described, is referred to hereful 38 the "prem 10GETHER with all improvements, tenements, casements, and appurtenant to it and during all such times as Mortgagors may be entitled thereto (which real item) and on secondarily, and all fixtures, apparatus, equipment or are in water, light, power, refrigeration and air conditioning (whether single units 12.20%) the foregoing, screens, window shades, awmings, storm doors and window of it is foregoing are declared and agreed to be a part of the mortgaged premises well-willings and additions and all similar or other apparatus, equipment or article course or assigns shall be part of the mortgaged premises.  10 IMAVE AND TO HOLD the premises unto the said Trustee, its or his support of the said trustee of the said in this and benefits Mortgagors of hereby expressly release and waive.  This Trust Deed consists of two pages. The covenants, conditions and provise removerporated hereit by reference and hereby are made, a part hereof the same: Winess the hands and seals of Mortgagors. When the said trustee is the presence with the said trustee and waive.  PRANK I AND  | nises,"  cest thereto belonging, and all-ths, issues and profits thereof for ents, issues and profits are plea, ad primari, and on a parity with ritieles now or hereafter therein or the on used to supply heat, or centrally controlled), and ventile or ne, inding (without rews, floor coverings, unador beds, stoves and aler heaters All whether physically attached thereto or ne' and, a reded that less hereafter placed in the premises by Morte gors, their successors and assigns, forever, for the purposes, and non the uses of the Homestead Exemption Laws of the State of Linois, ich sisons appearing on page 2 (the reverse side of this Tra 1 red) as though they were here set out in full and shall be binding on titen.  Many Many Laws (Seal)  | A Company of the contract of t |
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| 20, Township 37 North, Range 11, East of Meridian, in Cook County, Illinois. *  THIS INSTRUMENT PREPARED BY:  JOHN P. ANTONOPOULOS  Attorney at Law 219 Main Street  With the property Inclinated Cost of Street Street Street  10GETHER with all improvements, tenements, casements, and appurtenant to be real estate and not secondarily, and all fixtures, apparatus, equipment or at the street of the foregoing, screens, window shades, swings, storm doors and window of its foregoing are declared and agreed to be a part of the mortgaged premises well-willings and additions and all similar or other apparatus, equipment or article covers or assigns shall be part of the mortgaged premises.  10 HAVE AND TO HOLD the premises unto the said Trustee, its or his suffer in this and benefits Mortgagors do hereby expressly release and waive.  This Trust Deed consists of two pages. The coverants, conditions and provise reinformer incorporated hereit by reference and hereby are made, a part hereof the same:  Mortgagors, their heirs, successors and assigns.  With the same and seals of Mortgagors that and year first above fits the same and seals of Mortgagors.  FRANK J LANG  PLEASE PRINT OR  TYPE NAME(S) BELOW  SIGNATURE(S)  | nises,"  cest thereto belonging, and all-ths, issues and profits thereof for ents, issues and profits are plea, ad primari, and on a parity with ritieles now or hereafter therein or the on used to supply heat, or centrally controlled), and ventile or ne, inding (without rews, floor coverings, unador beds, stoves and aler heaters All whether physically attached thereto or ne' and, a reded that less hereafter placed in the premises by Morte gors, their successors and assigns, forever, for the purposes, and non the uses of the Homestead Exemption Laws of the State of Linois, ich sisons appearing on page 2 (the reverse side of this Tra 1 red) as though they were here set out in full and shall be binding on titen.  Many Many Laws (Seal)  |  |
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| 20, Township 37 North, Range 11, East of Meridian, in Cook County, Illinois. *  THIS INSTRUMENT PREPARED BY:  JOHN P. ANTONOPOULOS  Attorney at Law 219 Main Street  White with the property hemonic described in the Street  10GETHER with all improvements, tenement, casements, and appurtenant to the real state and not secondarily, and all fixtures, apparatus, equipment or are in whater, light, power, refrigeration and air conditioning (whether single units the property the foregoing, screens, window shades, awmings, storm doors and window of its foregoing are declared and agreed to be a part of the mortgaged premises well-lively light power, refrigeration and air conditioning (whether single units the property of the foregoing), screens, window shades, awmings, storm doors and window of its foregoing are declared and agreed to be a part of the mortgaged premises well-willings and additions and all similar or other apparatus, equipment or article covers or assigns shall be part of the mortgaged premises.  10 HAVE AND TO HOLD the premises unto the said Trustee, its or his suffered in the sai | nives,"  ces thereto belonging, and all this, issues and profits thereof for ents, issues and profits are pled, of primari, and on a party with rucles now or hereafter therein on the on used to supply heat, or centrally controlled), and ventile nor including (without research controlled), and ventile nor including the recent All whether physically attached thereto or all and in a reed that the shereafter placed in the premises by Mort gors. Their successors and assigns, forever, for the purposes, and you the uses of the Homestead Exemption Laws of the State of Linois, with sistensia appearing on page 2 (the reverse side of this Tra-1 red) as though they were here set out in full and shall be binding on them.  (Seal)  MARY ANNE LANG  (Seal)  Li, the undersigned, a Notary Public in and for said County (Seal)  LANG, his wife   |  |
| 20, Township 37 North, Range 11, East of Meridian, in Cook County, Illinois. *  THIS INSTRUMENT PREPARED BY:  JOHN P. ANTONOPOULOS  Attorney at Law 219 Main Street  Min: with the property hermalic bescribe, is Recht to hermal the property hermalic bescribe, is Recht to hermalic the property hermalic bescribe, is Recht to hermalic the property hermalic bescribe, and apparent and apparent of the foregoing are declared and agreed to be a part of the mortgaged premises of levillags and additions and all similar or other apparatus, equipment or article tower or assigns shall be part of the mortgaged premises.  10 HAVE AND TO HOLD the premises unto the said Trustee, its or his suit of the trust and benches to make the hermalic tower or assigns shall be part of the mortgaged premises.  11 Int. is therein set forth, free from all rights and benchis under and by virtue of the mort that and benches to Mortgagor. The coverants, conditions and provise are incurporated herein by reference and hereby are mains, but hereof the same:  Winess the hands and seals of Mortgagor. But and year first above that the same thankers are the mains and the mortgagor.  Sinch at the state aforesaid, Do Harnal MARY ANNE personally known to me to be subscribed to the foregoing ins  | nives."  Third Principal  MAL  MAL  MAL  MAL  MAL  MAL  MAL  MA  | The state of the s |
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| 20, Township 37 North, Range 11, East of Meridian, in Cook County, Illinois. *  THIS INSTRUMENT PREPARED BY:  JOHN P. ANTONOPOULOS  Attorney at Law  219 Main Street  Since with the property hereinfully described by the Premark of t | nises,"  cest thereto belonging, and all-ths, issues and profits thereof for ents, issues and profits are pled, and primari, and on a parity with rules now or hereafter therein or the on used to supply heat, rows, floor coverings, unador beds, stowes and later heaters All whether physically attached thereto or neithere or and and are reached the shereafter placed in the premises by Morte gors and signs, forever, for the purposes, and non the uses of the Homestead Exemption Laws of the State of Linois, "ch sions appearing on page 2 (the reverse side of this Tra-1 red) as though they were here set out in full and shall be binding on titen.  (Seal)  MARY ANNE LANG  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  Li, the undersigned, a Notary Public in and for said County of the same person. S. whose name S. are trument, appeared before me this day in person, and acknowladed and delivered the said instrument as   Lineir e uses and purposes therein set forth, including the release and add.  |  |
| 20, Township 37 North, Range 11, East of Meridian, in Cook County, Illinois. *  THIS INSTRUMENT PREPARED BY:  JOHN P. ANTONOPOULOS  Attorney at Law 219 Main Street  White with the property hemonit described, is referred to herein as the property in the property hemonit described. Is referred to herein as the property in an an an appurtenant of the real real estate and not secondarly), and all fixtures, apparatus, equipment or are in wheth light, power, refrigeration and air conditioning (whether single units in the first power in the property in the pr | nives,"  ces thereto belonging, and all this, issues and profits thereof for ents, issues and profits are pled, of primari, and on a party with rules in ow of hereafter therein on the on used to supply head, or centrally controlled), and ventile nor including (without research controlled), and ventile nor including (without research controlled), and ventile nor including (without research controlled), and ventile nor including viewhout research controlled), and ventile nor including value heaters All whether physically attached thereto or an and in a reed that the shereafter placed in the premises by Mort cyns. Their successors and assigns, forever, for the purposes, and you the uses of the Homestead Exemption Laws of the State of Linois, when sions appearing on page 2 (the reverse side of this Tra 1 red) as though they were here set out in full and shall be binding on them.  (Seal)  MARY ANNE LANG  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  I, the undersigned, a Notary Public in and for said Country of the controlled of the country of the co |  |
| 20, Township 37 North, Range 11, East of Meridian, in Cook County, Illinois. *  THIS INSTRUMENT PREPARED BY:  JOHN P. ANTONOPOULOS  Attorney at Law  219 Main Street  Since with the property helemand described by the property of the p | nises."  cest thretto belonging, metall-this, iss. and profits thereof for cents, issues and profits are plea, and primari, and on a parity with the controlled profits are plea, and primari, and on a parity with the controlled profits and ventile, on mused to supply heat, short coverings, inador beds, stoves and, after heaters All whether physically attached thereto or neaded a careed that tes hereafter placed in the premises by Morte gors and assigns, forever, for the purposes, and non the uses of the Homestead Exemption Laws of the State of I linois, which sions appearing on page 2 (the reverse side of this Tre. 1 red) as though they were here set out in full and shall be binding on them.  (Seal)  MARY ANNE LANG  (Seal)  ( |  |
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## 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:

- I 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 lisens or litens in favor of the United States or other heno or claims for lien not expressly subordinated the line hereof, (1) hap 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 meany building or be 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 protext, 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, lightings 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 hie includences 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 into the note of the respective dates of expiration
- case or insurance about to expire, shall oeliver 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 bereinbefore 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 encumbrances, if any, and purchase, discharge, compromise or settle any tax lies nor other prior lien or title or claim thereof, or redeem from any tax saile or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any objective 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 line heroof, plus treasonable 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 bereunder on the part of Mortgagors.

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- 5 The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do o 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 fien 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 a sell ction of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall not with an of the principal note or in this Trust Deed to the contrary, become due and payable whether that is hall occur in payment of not, yal 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.
- 7. When ne in bo mass hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holde. "It mote or Trustee shall have the right to foreclose the hen hereof and also shall have all other rights provided by the laws of illinois for the end' (rement of a mortgage debt in any suit to foreclose the lien hereof, there shall be allowed and included as additional included as additional included as additional included as a more shall be allowed and included as additional included as a more shall be additional included as a state of the proving and included by on obtail of Trustee shall be allowed and included as additional included as a state of the proving all states are shall be a state of the note for automosy fees. Trustee's fee apprain 's fees, outlays for documentary and expert evidence, senographers' charges, publication rosts and cover which may be estimated as to items to be expended after entry of the decree to procuring all such abstracts of tile, interesting the additional more and expensions and any sale which may be had pursuant to such decree the true condition of the title to or the value of he or moves. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall be reasonably made additional indebtedness see of the reby 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 on movement of the probate and bankruptey proceedings, to waim, or or off them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any interbedness hereby secured, or (t.) pragrations for the commencement of any suit for the foreclosure hereof after accrual of such the probate and become whether or not actually comment ed. or (c.) "mariations for the defense of any suit for the foreclosure hereof after accrual of such the propulse and one of the security hereof, whether or not actually comment ed.
- 8 The proceeds of any foreclosure sale of the premes shall be distributed and applied in the following order of priority. First, on account of all costs and expenses incident to the foreclosure proceed. "" incl. "ing all such items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute sect. of incl. bledness additional to that evidenced by the note hereby secured, with interest thereon as herein provided, third, all principal and interest. "rem." g uppaid, fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose. If a condition of the control which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, inthout notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the value 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 seeler. Such receiver shall have power to collect the reins, issues and profits of said premises during the pendency of such foreclosure suit and, in as of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any furth mass when Mortgagors, except for the intervention of such receiver, would be entitled to collect such reins, issues and profits, and all other powers which mental to the control of the protection, opsession, control, management and operation of the premise during the whole 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: () The it, absolutes secured hereby, or by any decree foreclosing this Trust Deed, or any task, special assessment or other leas which may be or "ecome so secure to the len hereof or of such decree, provided such application is made prior to foreclosure sale, (2) the deficiency in case of a sale and -efficiency
- 10 No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be s by (1) any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 11 Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and 5 cess 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 of ga and to record trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for a y t to or omission hereunder, except in case of his own gross neglegence or misconduct or that of the agents or employees of Trustee, and he may the indemnities attifactory to him before exercising any power herein given
- 13. Trustes shall release that Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence hat all ir debtedness secured by this Trust Deed has been fully paid, and Trustee may execute and deliver a release hereof to and at the reque, to dynamous the standard of the request of the standard enter before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedner hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genume note herein described any note which bears a certificate of identication purporting to be executed by a prior trustee hereunder or 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 the makers thereof; and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genume 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, EARNEST DALPOS, TRACY WALKER 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 and unther the premises are situated shall be second Successor in Trust second returned; shall be 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 the time of the provisions have a single properties 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.

ORTANT The Installment Note mentioned in the within Trust Deed has been

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.

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|-------------|--|
| <br>Trustee |  |

