UNOFFICIAL COPY

GEORGE E. COL LEGAL FORM		RM No. 206 May, 1969		-00	0	Bo:	X-4	22			
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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 mechanic's liens or cliens in favor of the United States or other liens or cleams 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) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies 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 renewal policies, for holders of the note, and in case of insurance about to expire, shall deliver newal policies not less than ten days prior to the respective dates of expiration.
- A. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore reclaimed 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 actumbrances, if any, and purchase, discharge, compromise or settle any tax lies or other prior lies or title or claim thereof, or redeem omers and or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holder of its note to protect the mortgaged premises and the lies hereof, plus reasonable compensation to Trustee for each matter concerning which act is breten authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable, with a notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The 'rust e or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to a Vail, 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, ale, forfeiture, tax lien or title or claim thereof.

- 8. The proceeds of any foreclosure sale of the premises shall be alstributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, inclu ling all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured into or one is additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest trems in any post of 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 this T. 1st 1/cc/ the Court in which such complaint is filed may appoint of receiver of said premises. Such appointment may be made either before or after sale "...nout notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the retrieve of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereauder may be appointed as such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in c so of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further 'imes whe'. Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers. In the protection, possession, control, management and operation of the premises during the order of 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). In indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or secure, superior to the lien hereof or of such decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or secure, superior to the lien hereof or of such decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or secure, superior to the lien hereof or of such
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be a cut to 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 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 to be cated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable f r any t its or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.
- 13. Truste shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory et der a third all indebtedness accured by this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory et der a third person who shall either before or after maturity thereof produce an exhibit to Trustee the principal note, representing that all induces the produces of the produce of the pr

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 sluated shall be second Successor in Trust. Any Successor in Trust prefunder shall have the identical title, powers and
authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Morigagors and all persons claiming under or through Morigagors, and the word "Morigagors" 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.

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.

identified herewith under Identification No.

'END OF RECORDED DOCUMENT