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	GE E. COLE®	EODM No. 1	ne i				$\bar{t} \sim 1$
LEC	GAL FORMS	FORM No. 2 September, 1	975			بجربوعا بأخضارته	2 15 1 2 1 N
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†	6	. Anni	l 12th		· ·	r Recorder's Use Only , BYRON AND SARI'	LV BADON
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in Coo	ok County,	Illinois.*	*				
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- Property or County of County Clark's That they will pay each month, in addition to the principal and interest, as one monthly payment, an amount equal to 1/12 of the annual taxes, and special assessment installments, if any, and premiums for insurance for fire and other hazards to protect the party of the second part, which sum is to be held by holder of Note to pay said items when due, and the party of the first part further agrees to secure said bills and deliver them to holder of note; the holder of the Note shall not be obliged to obtain said bills; nor to advance any funds beyond those it holds, and it shall have sole discretion in their allocation and payment and it shall have the right to pay bills for the above as rendered;
 - They will not sell the property herein conveyed nor make any conveyance
 of the title of said property, nor in any way effect a change of
 ownership while any part of the indebtedness secured hereby is not fully paid, and in the event they do so, such act shall cause the entire sum due holder of the note secured hereby shall then become due and payable, at sole election of holder of Note.

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- 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 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) 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 process 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 mortage cause to be attached to each nolicy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- Insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

 In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore requited of soft payments of principal or interest on prior e cum renness, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem form at v1 · · le of forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expe sea said or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of a envice to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action with a thorized may be taken, shall be so much additional indebteness secured hereby and shall become immediately due and payable without to ic and with interest thereon at the rate of eight per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a wait of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the colders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do according to any bill stat ment or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, state-tor estimate or into the and laty of any tax, assessment, sale, forfeiture, tax lien 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 the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, not withstanding anything in the principal face 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 Constant Shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby seed ed shill become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shill have the right to foreclose the lien hereof, and also shall have all other rights provided by the faws of Illinois for the enforcement of a mortgag, drob. In any suit to foreclose the lien hereof, the reshall be allowed and included as additional indebtedness in the decree for sale all expenditures and a xpenses 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, or tay for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended, a fee intry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee polities. Torrens certificates, and sim far a to and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit earlies of ednec 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 addition, a expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and it mediately due and payable, with interest thereon at the rate of eight per cent per annum, when paid or incurred by Trustee or holders of the tote in an ection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them still be party, either splaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) 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, on accordal costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; and, all other items which under the terms hereof constitute secured indebte here a bilitional to that evidenced by the note hereby secured, interest thereon as herein provided; third, all principal and interest remaining tap ad; ourth, any overplus to Mortgagors, their heirs, legal resentatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Dec', 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, with at rollice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the ther sale 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 inceiver. Such, every shall have power to collect he rents, issues 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 for redemption, whether there be redemption or not, as well as during any further time: when Aortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole or as in 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). In the obtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become the project of 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.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject 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 co as 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 this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for a y acts or omissis hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnit satisfactory to him before exercising any power herein given.
- 13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evide of the lindebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the release of any person who shall either before or after maturity thereof, dudge or either trustee the least of the presentation and the release to the secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is presented of the such successor trustee may accept as the genuine note herein described any note which hears a certificate of identification armorphism to the end of the principal total and which or executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal rote and which or executed by the persons herein designated as the makers thereof; and where he release is requested of the original trustee and he hanever executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the 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,
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.

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

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.

Trustee

Vice President

END OF RECORDED DOCUMENT