



# UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED).

5. Mortgagor shall (1) promptly repair damage or render any buildings or improvements new or otherwise on the premises which may become damaged or be destroyed; (2) pay all taxes, assessments, license fees and other charges and expenses of any kind levied or made upon the property or any part thereof, and pay all expenses incurred by the lessor in the collection of any such taxes or assessments; (3) pay to lessor any undischarged balance due or payable under the lease agreement which shall be generated by a third party charge on the premises superior to the lessor's and upon request render a satisfactory certificate of the discharge of such party lessor by a Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all applicable laws, rules and regulations relating to the premises and with respect to the premises and the use thereof; (6) make no material alterations to said premises as provided, as amended, by law or by written consent.

**5. Mortgagors shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer charges, or other charges or expenses which may be levied against the property described and shall pay any written request furnished to Trustee or to holders of the note duplicate copies of all bills, notices, demands, and other papers given to the mortgagors by the trustee or by the holder of the note.**

**6. 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.**

**7. Mortgagors shall keep all buildings and improvements, here or elsewhere situated on said premises insured against loss or damage by fire, lightning, or other risks, under policies providing for payment by the trustee or compensated adjuster's sufficient either to pay the cost of repairing or replacing the same, or to pay the amount of the insurance claim, whichever is less, and to pay the premium thereon, and to pay the premium thereon payable in case of loss or damage to Trustee for the benefit of the holders of the note, save rights to be exercised by the standard mortgagee to be exercised by each policy, and shall deliver all policies, including additional and renewed policies, to holders of the note, and is liable of insurance premium.**

**6. In case of default there is no grace period for payment of principal or interest.**

of Mortgagors in any form and manner deemed appropriate and shall not be held liable for partial payments or prepayments of interest or principal or for any other amounts paid by Mortgagors in excess of the amount due or for failure to pay any taxes or assessments. All amounts paid by any of the Persons herein authorized and agreed to guarantee the obligations of Mortgagors hereunder shall be considered as having been advanced by Trustee or the Holders of the Note and shall be entitled to receive interest thereon at the rate of seven per cent per annum from the date of payment until paid in full.

**5 The Trustee** shall have the power to make any payment hereby authorized relating to leases or assignments, and so as to give the lessor or assignee notice of such payment.

6. **Mortgagors** shall pay each item of Indemnity and Expenses mentioned both principal and interest when due according to the terms hereof. At the time of payment of principal and interest when due, there shall be allowed and included an additional amount equivalent to the sum of \$100.00 per month, to be paid by the Trustee, toward compensation for services rendered by the Trustee, toward compensation for services rendered by the Trustee in making payment of any instalment of principal when due and payable at once; immediately in the case of default in making payment of any instalment of principal when due or before where default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the principal sum so secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the title to the property so secured to foreclose the title hereof. There shall be allowed and included an additional amount equivalent to the sum of \$100.00 per month, to be paid by the Trustee, toward compensation for services rendered by the Trustee, toward compensation for services rendered by the Trustee in foreclosing the title to the property so secured, and for all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney fees, trustee's fees, appraisal fees, auctioneer's fees, ministerial and expert evidence, stenographers' charges, publication costs and costs which may be entangled or incurred in the collection of the principal sum so secured.

6. For the compensation hereto referred to as "Compensation," there shall be paid to the lessee, in addition to the amount of rent, interest on the unpaid balance of the rent, and other amounts due under the lease, the sum of \$                 per month.

Fourth and obligation to Mortgagors their heirs legal representatives or  
successors in interest remaining on the note

of said premises during the pendency of such franchises and in case of a sale and a defeasance during the full statutory period of non-assignment of the franchise, the new owner shall be entitled to sue for the protection afforded by the franchise and the court may be compelled to consider such franchise and profits and all other rights which may be necessary or are usual in such cases for the protection of the new owner in his hands in person or in his name and in his behalf. The Court from time to time may authorize the relatives to apply the redress available in this Article in the event of a sale and a defeasance. The conditions recited herein may be by any decree fortifying this Article or by any other decree which may be necessary to give effect to the law hereof or of such decree provided such application is made prior to its enforcement; 2) the defeasance in case of a general defeasance;

13. Trustees shall have no duty to recognize the title, location, existence or operation of the presented bid unless Trustees are obligated to record this information in the records of the corporation, and the service rendered for this purpose shall be deemed to be a part of the compensation of the trustees.

12. Trustees shall release this trust deed and the tenements thereby purposed held subject upon presentation of satisfactory evidence that all indebtedness covered by this trust deed have been fully paid and Trustee may execute or deliver a release hereof to and at the request of any person who holds title to the property described herein.

paid, either before or after maturity thereof, prudely and exhibit to Trustee the note, representing that all indebtedness hereby accrued has been paid, which representation Trustee may accept as true without inquiry. Where a note is represented of a non-existing trustee, and no payment thereto may except the payment of the principal sum, and interest accrued thereon, and where the note is represented by a person whose name is designated on the makers thereof, and where the release is requested of the original trustee and it had never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note to be described any note which may be presented and which is in substance with the description herein contained of the note and which person may be executed by the persons herein designated to

**14.** Trustees may resign by instrument in writing filed in the office of the Recorder or Register of Titles in which this instrument shall have been recorded or filed in case of the resignation, inability or refusal to act of Trustees, the three members of Board of Directors in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the same title, powers and authority as are herein given Trustees and any Trustees or successor shall be entitled to reasonable compensation for his/her services hereunder.

14. The instrument, notes or bills, if any, shall be prepared in accordance with the terms and conditions specified in said Settlement Note.

I M P O R T A N T

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER  
THE PRINCIPAL NOTE RECURRED BY THIS TRUST DEED SHOULD  
BE IDENTIFIED BY THE SAME & TRUST COMPANY OF ALEXANDRIA  
REGENTS, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR  
RECORD.

The image shows a close-up of a document's footer. It features the text "THE BANK & TRUST COMPANY OF ALBION" in a bold, sans-serif font. Below this, there are several numbers: "100", "61", "62", and "63". A large, handwritten-style signature is overlaid on the text, appearing to read "THE BANK & TRUST COMPANY OF ALBION".

NAME	The Bank & Trust Company of Arlington Heights
STREET	900 E. Kensington Road
CITY	Arlington Heights, Ill. 60005
INSTRUCTIONS	
RECEIVED IN OFFICE MAIL NUMBER	

**EXPLORATION AND PROSPECTING  
FOR METALLIC AND NON-METALLIC MINERALS**

23  
38  
84