

A 581476



TRUST DEED
Prepared by *Dolores Hardwick*
Bank of Elk Grove
Attorney Real Estate Dept.
1200 North LaSalle
Chicago, Illinois 60610

24 458 051

15.00

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made May 9, 1978, between WILLIAM KLEINER and LESLIE KLEINER, his wife also known as WILLIAM J. KLEINER and LESLIE A. KLEINER, his wife herein referred to as "Mortgagors," and BANK OF ELK GROVE, an Illinois Banking Corporation doing business in Elk Grove Village, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the BANK OF ELK GROVE has loaned the sum of NINETY EIGHT THOUSAND AND NO/100's Dollars (\$98,000.00) to the BANK OF ELK GROVE as Trustee Under Trust Number 1508, which loan is secured by a Trust Deed and Note of even date herewith covering certain property in Cook County, Illinois, copies of which are attached hereto as Exhibits "A" and "B", and,

WHEREAS, WILLIAM KLEINER and LESLIE KLEINER, his wife also known as WILLIAM J. KLEINER and LESLIE A. KLEINER, his wife have executed a Guaranty of said loan from the BANK OF ELK GROVE to BANK OF ELK GROVE as Trustee Under Trust Number 1508 in the amount of NINETY EIGHT THOUSAND AND NO/100's Dollars (\$98,000.00) a copy of which is attached hereto as Exhibit "C", and

WHEREAS, it is a condition of said loan from BANK OF ELK GROVE to the BANK OF ELK GROVE as Trustee Under Trust Number 1508 that the Mortgagors herein collateralize said guaranty of the aforesaid loan and the Mortgagors herein have agreed to pledge their interest in the hereafter described real estate in Cook County, Illinois to the BANK OF ELK GROVE.

NOW, THEREFORE, the Mortgagors to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed and Guaranty agreement referred to above and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these present CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Schaumburg COUNTY OF COOK and STATE OF ILLINOIS, to wit:

Lot 52 in Strathmore Schaumburg Unit 2, being a Subdivision of part of the North West 1/4 of Section 20, Township 41 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded April 25, 1969 as Document 20822188 in Cook County, Illinois.

THIS IS A SECOND MORTGAGE

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor beds, swings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand s and seal s of Mortgagors the day and year first above written

_____| SEAL | *William Kleiner* | SEAL |
_____| SEAL | *Leslie Kleiner* | SEAL |

STATE OF ILLINOIS, I, Dolores Hardwick
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
County of Cook THAT William Kleiner and Leslie Kleiner, his wife
also known as William J. Kleiner and Leslie A. Kleiner, his wife
who are personally known to me to be the same person s whose name s are subscribed to the
foregoing instrument, appeared before me this day in person and acknowledged that
they signed, sealed and delivered the said instrument as their free and
voluntary act, for the uses and purposes therein set forth.
Given under my hand and Notarial Seal this 16th day of May 19 78.
Dolores Hardwick Notary Public



24 458 051

UNOFFICIAL COPY

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Property of Cook County Clerk's Office

COOK COUNTY CLERK'S
OFFICE FOR RECORDS

APR 23 10 2 34 PM

William R. Olson

2 34 PM

RECORDED FOR DEED

24458051

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RECEIVED IN BAD CONDITION

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

1. Mortgages shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed...

2. Mortgages shall pay before any person structure all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges...

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorms...

4. In case of default therein, Trustee or Successor in Trust hereunder shall pay as full under protest, in the manner provided by statute, any tax of assessment which the mortgagor may owe...

5. The trustee or Successor in Trust hereunder, or any person hereby authorized relating to taxes or assessments, may do as according to any bill, statement or estimate provided from the appropriate public officer without inquiry into the accuracy of such bill...

6. Mortgages shall pay back taxes or delinquent taxes, on assessment, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note...

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 foreclose 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 holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stamp duty, postage, publication costs and costs (which may be estimated as to terms to be expended after entry of the decree of foreclosure) if such abstracts of title, title searches and examinations, may be estimated as to terms to be expended after entry of the decree of foreclosure. If such abstracts of title, title searches and examinations, title insurance policies, Taxidermy certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holder at any sale which may be had pursuant to such decree the true condition of the title to the premises, all expenditures and expenses of the nature in this paragraph mentioned shall become so condition of the title to the premises secured hereby and mandatorily due and payable, notwithstanding that a rate equivalent to the post maturity rate set forth in the note secured by this Trust Deed, if any, otherwise the promaturity rate set forth therein, when paid or incurred by Trustee or party, either as plaintiff, defendant or defendant, by reason of this Trust Deed or any note secured hereby secured, or (b) preparations for a foreclosure of any suit for the foreclosure hereof after several of such rights 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, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as set out 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 or all sums to Mortgages, their heirs, legal representatives or assigns as their debts 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 Mortgages at the time of appointment for such receiver and without regard to the then order of the premises or who then the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when, by report, except for the intervention of such receiver, would be required to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, preservation, control, management and operation 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 in payment in whole or in part of: (a) the indebtedness secured hereby; or by any decree foreclosing 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; (b) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien of any provision hereof shall be subject to any defense which would not be a good and available to the party who might sue 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 to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures of the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record if a trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnification satisfactory to its own satisfaction as to its power herein given.

12. 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 and at the request of any person who shall, either before or after maturity thereof, produce and execute a release hereof, representing that all indebtedness hereby secured has been paid, which representative Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon 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 persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never been placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and 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.

13. Trustee may record by instrument in writing filed in the office of the Recorder of Deeds or Registrar of Titles in which this instrument shall have been recorded in filed. In case of the restoration, validity or refusal to act of Trustee, the 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 Trustee.

14. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

15. Before releasing this trust deed, Trustee or Successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or Successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

IMPORTANT! FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. CHICAGO TITLE AND TRUST COMPANY, Trustee. By Assistant Secretary/Assistant Vice President

MAIL TO: Bank of Elk Grove 100 E. Higgins Road Elk Grove Village, Illinois 60007 PLACE IN RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 1903 Portsmouth Lane Schaumburg, Illinois 60194 BOX 533

AND GUARANTEE AND GUARANTEE GUARANTEED REFERRED TO AND GUARANTEE AND GUARANTEE AND GUARANTEE AND GUARANTEE

FOR GUARANTEE AND GUARANTEE AND GUARANTEE AND GUARANTEE AND GUARANTEE AND GUARANTEE

UNOFFICIAL COPY

INSTALLMENT NOTE

Use with Trust Deed Form

Presented by Hendrich EXHIBIT B
Bank of Elk Grove
200 West Center Street
Elk Grove, Illinois 60120
Elk Grove National Bank
Member FDIC

1 98,500.00 Elk Grove Village, Illinois, May 9 19 78

FOR VALUE RECEIVED BANK OF ELK GROVE, an Illinois State Bank, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust

Agreement dated April 5, 1978 and known as Trust Number 1508, hereby promises, out of that portion of the Trust Estate subject to said Trust Agreement specifically described in the Trust Deed given to secure the payment hereof, to pay to bearer, in the manner hereinafter and in said Trust Deed provided, the principal sum of NINETY EIGHT THOUSAND AND 00/100's

Dollars and interest on the balance of principal remaining from time to time unpaid at the rate of 9-1/2 per cent per annum in installments as follows: Eight Hundred Fifty Six and 23/100's Dollars on the first day of July 19 78 and Eight Hundred Fifty Six and 23/100's

Dollars on the first day of each month thereafter until this note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the first day of June 19 83. All such payments on account of the indebtedness evidenced by this note shall be first applied to interest on the unpaid principal balance and the remainder to principal.

The principal of each of said installments unless paid when due shall bear interest after maturity at the rate of (11-1/2) per cent per annum. Said payments are to be made at such bank, house or trust company in the Grove, Village of Elk Grove Villaze, Illinois, as the legal holder of this note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of Bank of Elk Grove in said Village

In addition to the above payments, the bank will hold in escrow, a sum estimated to be equivalent to 1/12th of the annual real estate taxes, assessments and other charges that may be incurred upon the property. Should such an escrow be insufficient to pay these items when due, the beneficiaries of the undersigned promise to pay the difference upon demand. Holder is hereby authorized to pay same when due.

An alternative to the above tax escrow, the customer may choose to maintain funds for payment of real estate taxes in a savings account with sufficient funds to maintain one years' taxes at all times. This installment note does not carry a prepayment penalty, however, partial prepayments of a principal amount must be made with a current monthly payment. Should the entire principal amount be paid in advance, a thirty (30) day written notice must be given.

The payment of this note is secured by trust deed, bearing even date herewith, to CHICAGO TITLE AND TRUST COMPANY, Trustee, on real estate in the County of Cook, Illinois. It is agreed that at the election of the holder or holders hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance with the terms hereof or in case at any time hereafter the right to foreclose the said trust deed shall accrue to the legal holders hereof under any of the provisions contained in said trust deed.

All parties hereto severally waive presentment for payment, notice of dishonor, protest, and notice of protest.

This note is executed by BANK OF ELK GROVE, an Illinois State Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable only out of the property specifically described in said Trust Deed securing the payment hereof, by the enforcement of the provisions contained in said Trust Deed. No personal liability shall be asserted or be enforceable against the promisor or any person interested beneficially or otherwise in said property specifically described in said Trust Deed given to secure the payment hereof, or in the property or funds at any time subject to said trust agreement, because or in respect of this note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof. But nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor hereof, if any, and each original and successive holder of this note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issue and profits arising from the property described in said Trust Deed, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this note or of any installment hereof, the sole remedy of the holder hereof shall be by foreclosure of the said Trust Deed given to secure the indebtedness evidenced by this note, in accordance with the terms and provisions in said Trust Deed set forth or by action to enforce the personal liability of the guarantor, if any, of the payment hereof, or both.

This is to certify that this is the installment note described in the within mentioned Trust Deed.

Identification No. _____
Trustee

Bank Of Elk Grove
As Trustee as aforesaid and not personally
By [Signature]
Trust Officer
ATTEST [Signature]
Operations Officer
MEMBER FDIC

24 458 051

Property of

EXHIBIT C

For Value Received and in consideration of advances made or to be made, or credit given or to be given, or other financial accommodation from time to time afforded or to be afforded to Trust Agreement Dated April 6, 1978 OF ELK GROVE under TRUST #1508

Trust Agreement Dated April 6, 1978 (hereinafter designated as "Debtor") by BANK OF ELK GROVE, or its successor or successors, immediate or remote, by merger, consolidation, sale of a major portion of its assets, or otherwise (all of which are hereinafter called the "Bank"), the undersigned hereby jointly and severally guarantee the full and prompt payment to said Bank at maturity and at all times thereafter of any and all indebtedness, obligations and liabilities of every kind and nature of said Debtor to said Bank (including liabilities of partnerships created or arising while the Debtor may have been or may be a member thereof), however evidenced, whether now existing or hereafter created or arising, whether direct or indirect, absolute or contingent, or joint or several, and howsoever owned, held or acquired, whether through discount, overdraft, purchase, direct loan or as collateral, or otherwise; and the undersigned further agree to pay all expenses, legal and/or otherwise, (including court costs and attorney's fees), paid or incurred by said Bank in endeavoring to collect such indebtedness, obligations and liabilities, or any part thereof, and in enforcing this guaranty. The right of recovery, however, against the undersigned is limited to NINETY EIGHT THOUSAND AND NO/100'S Dollars.

(\$ 98,000.00), plus interest on all loans and/or advances by customer and all expenses hereinbefore mentioned. In case of the death, incompetency, dissolution, liquidation or insolvency (if so ever evidenced) of, or the institution of bankruptcy or receivership proceedings against said Debtor, all of said indebtedness, obligations and liabilities then existing shall, at the option of the Bank, immediately become due or accrued and payable from the assets of said Debtor. All dividends or other payments received from the Debtor, or on account of the debt from whomsoever source, shall be taken as if paid as payment in gross, and this guaranty shall apply to and secure any ultimate balance that shall remain owing to said Bank.

This guaranty shall be a continuing, absolute and unconditional guaranty, and shall remain in full force and effect until written notice of its cancellation shall be actually received by said Bank, and also until any and all of said indebtedness, obligations and liabilities existing before receipt of such notice shall be fully paid. The death, dissolution or withdrawal of any one or more of the undersigned shall not terminate this guaranty and notice of any such death, dissolution or withdrawal shall have been actually received by said Bank, nor until all of said indebtedness, obligations and liabilities existing before receipt of such notice shall be fully paid; and in the event of any such death, dissolution or withdrawal and notice thereof to the Bank, this guaranty shall nevertheless continue and remain in force against the survivors or survivors until discharged as hereinabove provided.

The liability hereunder shall in no wise be affected or impaired by (and said Bank is hereby expressly authorized to make from time to time, without notice to anyone), any sale, pledge, surrender, compromise, settlement, release, or withdrawal, extension, indulgence, alteration, substitution, exchange, change in, modification or other disposition of any of said indebtedness, obligations and liabilities, either express or implied, or of any contract or agreement evidencing any thereof, or of any security or collateral, if any, therefor. The liability hereunder shall in no wise be affected or impaired by any acceptance by said Bank of any security for or other guaranties upon any of said indebtedness, obligations or liabilities, or by any failure, neglect or omission on the part of said Bank to take upon or perfect any of said indebtedness, obligations or liabilities, or any collateral or security therefor, or to exercise any lien upon or right of appropriation of any moneys, credits or property of said Debtor, possessed by said Bank, toward the liquidation of said indebtedness, obligations or liabilities, or by any application of payments or credits thereon. Said Bank shall have the exclusive right to determine how, when and what application of payments and credits, if any, shall be made on said indebtedness, obligations and liabilities, or any part of them. In order to hold the undersigned liable hereunder, there shall be no obligation on the part of said Bank, at any time, to resort to, or payment to said Debtor, or either persons or corporations, their properties or estates, or resort to any collateral, security, property, liens or other rights or remedies whatsoever.

All diligence in collection or protection, and all proceedings, demand, protest and/or notice, as to any and everyone, of dishonor and of default and of non-payment and of the creation and existence of any and all of said indebtedness, obligations and liabilities, and of any security and collateral therefor, and of the acceptance of this guaranty, and of any and all extensions of credit and indulgence hereunder, are hereby expressly waived.

The granting of credit from time to time by said Bank to said Debtor in excess of the amount to which the right of recovery under this guaranty is limited and without notice to the undersigned, is hereby also authorized and shall in no way affect or impair this guaranty.

No act of commission or omission of any kind, or at any time, upon the part of said Bank in respect to any matter whatsoever, shall in any way affect or impair this guaranty.

Said Bank may, without any notice whatsoever to anyone, sell, assign or transfer all of said indebtedness, obligations and liabilities, or any part thereof, and in that event each and every immediate and successive assignee, transferee, or holder or all or any part of said indebtedness, obligations and liabilities, shall have the right to enforce this guaranty, by suit or otherwise, for the benefit of such assignee, transferee or holder, as fully as if such assignee, transferee or holder were herein by name specifically given such rights, powers and benefits; but the said Bank shall have an unimpaired right, power and property to that of any said assignee, transferee or holder, to enforce this guaranty for the benefit of said Bank, as to so much of said indebtedness, obligations and liabilities as it has not sold, assigned or transferred.

To secure the payment of any amount due or to become due under the terms of this guaranty, the undersigned, and each of them, jointly and severally, hereby authorize irrevocably any attorney of any court of record to appear for the undersigned, or any one or more of them, in such court in any time or vacation, and at any time hereafter, and confer judgment, without process, in favor of the holder of this guaranty, for such amount as may appear unpaid thereon, together with costs and reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and to consent to immediate execution upon such judgment, hereby ratifying and confirming all that the said attorney may do by virtue hereof.

No release or discharge of any one or more of the undersigned shall release or discharge any of the other of the undersigned, unless and until all of said indebtedness, obligations and liabilities shall have been fully paid and discharged.

This guaranty shall be construed according to the laws of the State of Illinois, in which State it shall be performed by the undersigned.

This guaranty and every part thereof, shall be binding upon the undersigned, jointly and severally, and upon the heirs, legal representatives, successors and assigns of all the undersigned, and each of them, respectively.

SIGNED, SEALED AND DELIVERED by the undersigned, this 16th day of May, 19 78.
Richard J. Sartorius (Seal) William Klimes (Seal)
Anna Sartorius (Seal) Stacie Klimes (Seal)

24 458 051

Property of Cook County Clerk's Office

11. The First Party and the Beneficiaries hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to decree judgment or order of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. The First Party and Beneficiaries hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed on its own behalf and on behalf of each and every person, excepting only decree or judgment creditors of the First Party acquiring any interest or title to the premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of the First Party and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Chapter 77, Section 18(a) and 18(b) of the Illinois Statutes. The First Party and Beneficiaries thereunder will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power or remedy herein or otherwise granted or delegated to the Trustee under this Trust Deed, but will suffer and permit the execution of every such right, power and remedy as though no such law or laws have been made or enacted.

24-452-051

SEE REGISTER'S RIDER

