



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. Mortgagor 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. Mortgagor shall pay before any permits attached 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 records therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may be liable to collect.

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorms 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, and rights to be evidenced by the standard mortgage clause to be attached to such policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of mortgage subject to expiration shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default hereunder Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances of any, and purchase discharge or exemption of all or any tax lien or other prior lien or title or claim hereof, or redeem from any tax sale or otherwise affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses incurred in connection therewith, including reasonable attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgage premises and the lien hereof, shall be repaid with reasonable 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 with interest at the rate of eight percent per annum. Fraction of Trustee or holders of the note shall never be considered as a violation of this provision.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate prepared from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the correctness of any tax assessment, said foregoing tax lien or title or claim thereon.

6. Mortgagor shall pay when due any ordinary taxes hereon, including both principal and interest, when due according to the terms hereof. At the election of the holders of the note hereon made, and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary contained in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case of default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.

7. When the indebtedness herein secured by this Trust Deed becomes due in accordance with the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In case of foreclosure 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 abstracts of title, title insurance, title examination and recording fees, and all other expenses, charges, publication costs, and costs which may be estimated as to be incurred by or on behalf of the holder of the note in procuring all such abstracts of title, title searches and examinations, guarantee policies, forms of title and other instruments of record with respect to title as Trustee or holders of the note may deem to be reasonably necessary, either by purchase or by other means, and all other expenses which may be paid pursuant to such decree the true condition of the title to the premises at the time of the foreclosure. In addition to the expenses and disbursements of the nature of the foregoing mentioned shall be borne or much additional indebtedness secured hereby, and shall become due and payable with interest thereon at the rate of eight percent per annum, when paid or incurred by Trustee or holders of the note in connection with any such suit or proceeding, including but not limited to probate and bankruptcy proceedings to which either of them may be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured, and all preparations for such proceedings, and the payment of any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced, or of any suit for the recovery 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, an account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest on the mortgage of said premises to Mortgagor, 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 Trust Deed, 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 by the court, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver, and without regard to the time and place of the premises or whether the same shall be then occupied as a residence or not and the Trustee hereunder may be appointed as such receiver, and such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and to invest the same and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as of any other moneys due to the Mortgagor, except for the intervention of such receiver, and he shall be authorized to sell and convey and all other powers which may be necessary or usual in such cases for the protection, preservation, and management of said premises and the proceeds therefrom. The Court from time to time may authorize the receiver to apply the net income in his hands in payment of whole or in part of 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 of the premises in case of a sale and deficiency.

10. No action for the enforcement of the provisions 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 intervening in any proceeding at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to possess 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 be obligated to record this Trust Deed or to purchase any power hereon given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of any agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.

13. Trustee shall release this Trust Deed and the lien and all property thereon upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, and he may thereupon execute and deliver a release hereof to and at the request of any person who shall either before or after maturity present and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, and that the original trustee hereof has accepted it as without further liability. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note hereon any note which bears a certificate of identification 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 is not 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 of 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 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, the Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, 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, 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 Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" shall include all 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.

The Installment Note mentioned in 11 within Trust Deed has been

identified hereath under Identification No. 900602

Bank of Commerce in Berkeley

Trustee

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.

END OF RECORDED DOCUMENT

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