

# UNOFFICIAL COPY



COOK COUNTY, ILLINOIS  
FILED FOR RECORD.

RECORDED FOR DEEDS

JUN 5 '78 2 30 PM TRUST DEED

24 475 969

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, Made MAY 5, 19 78, between Harris Trust and Savings Bank, an Illinois Corporation, 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 June 30, 1958 15429 herein referred to as "First Party," and WESTERN NATIONAL BANK OF CICERO A National Banking Association XXXXXXXXXOXXXXXXX

66-13889

of Illinois Corporation, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum of ONE HUNDRED TEN THOUSAND AND DOLLARS, according to the terms of said note. NO/100 - - -

16-29-107-004

NOW, THEREFORE, First Party to secure the obligations contained in said note including, but not limited to, the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF COOK and STATE OF ILLINOIS, to wit:

LOTS 1, 2, AND 3 IN KINSEY CICERO SUBDIVISION NUMBER 1, BEING A SUBDIVISION OF BLOCK 1 OF SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 29, TOWNSHIP 39, NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The covenants, conditions and provisions contained in the Rider attached hereto, consisting of four (4) pages and containing Paragraphs twelve (12) through thirty (30), inclusive, are incorporated herein by reference and made a part hereof and shall be binding on the First Party and its successors and assigns.

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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 First Party, its successors or assigns 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, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the list) screens, window shades, storm doors and windows, floor coverings, linoleum, carpets, awnings, 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 First Party or its 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims or lien not expressly subordinated to the lien hereof; (c) 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 notes; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance; (f) refrain from making material alteration in said premises except as required by law or ordinance; (g) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the notes duplicate receipts therefor; (h) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party, its successors or assigns are liable to pay, and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, or windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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 compliance satisfactory to the holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; in case of default therein then Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein

MAIL TO

North Shore National Bank of Chicago  
1737 West Howard Street  
Chicago, Illinois 60626

1400

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

6001-5 W. Cermak

Cicero, Illinois

PLACE IN RECORDER'S OFFICE BOX NUMBER 420

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authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien thereof, plus 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 without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the post maturity rate set forth therein. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. 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 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, sale, forfeiture, tax lien or title or claim thereof.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or 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, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. 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, stenographers' charges, publication costs and cost (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens 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 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. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, or otherwise the post maturity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right 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.

5. 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 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, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to First Party, its legal representatives or assigns, as their rights may appear.

6. 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 at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby; and without regard to the then value 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 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 a deficiency, during the full statutory period of redemption; whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, 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, 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.

7. 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.

8. 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 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 its agent or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. 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 exhibit to Trustee this note representing that all indebtedness hereby secured has been paid, which representation 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 executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and profits, and all other powers which may be necessary or are usual in such cases for the protection, 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. 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 resignation, inability or refusal to act of Trustee, the 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.

11. 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.

THIS TRUST DEED is executed by the Harris Trust and Savings 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 said Harris Trust and Savings Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Harris Trust and Savings Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and so far as the First Party and its successors and said Harris Trust and Savings Bank personally are concerned the legal holder or holders of the note, or the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF Harris Trust and Savings Bank, not personally but as Trustee as aforesaid, has caused these premises to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

Harris Trust and Savings Bank, As Trustee as aforesaid, not personally,

By [Signature] Vice President

Attest [Signature] Assistant Secretary

Corporate Seal

STATE OF ILLINOIS, SS.  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Vice President and Assistant Secretary, of Harris Trust and Savings Bank, Grantor, personally known to me to be the same persons who are named in the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed the same instrument as their own free and voluntary act and as the free and voluntary act of said Harris Trust and Savings Bank, and purposes therein set forth; and the said Assistant Secretary of said Harris Trust and Savings Bank, as custodian of the corporate seal of said Harris Trust and Savings Bank, appeared before me and acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Harris Trust and Savings Bank, affixed the corporate seal of said Harris Trust and Savings Bank to the foregoing instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the purposes therein set forth.

Given under my hand and Notarial Seal

Date

Notarial Seal

My Commission Expires November 22, 1980

Proposed By [Signature]  
Notary Public

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

The Installment Note mentioned in this Trust Deed has been identified herewith under Identification No. \_\_\_\_\_  
BY \_\_\_\_\_ TRUSTEE

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THIS RIDER CONSISTING OF FOUR PAGES ATTACHED TO AND MADE AN INTEGRAL PART OF TRUST DEED DATED THE 5TH DAY OF MAY, 1978 BETWEEN HARRIS TRUST AND SAVINGS BANK, AN ILLINOIS CORPORATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED THE 30TH DAY OF JUNE, 1958 AND KNOWN AS TRUST NO. 15429 HEREINAFTER REFERRED TO AS "MORTGAGOR" AND WESTERN NATIONAL BANK OF CICERO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE, HEREINAFTER REFERRED TO AS "MORTGAGEE"

12. The mortgaged premises are subject to the lien of the following described mortgage, hereinafter referred to, for convenience, as "Mortgage No. I":

Mortgage dated November 23, 1964, and recorded December 3, 1964, as Document No. 19324292, made by the Harris Trust and Savings Bank, as Trustee under Trust Agreement dated June 30, 1958 and known as Trust No. 15429, to Chicago Title and Trust Company to secure a Note for ONE HUNDRED FIFTY THOUSAND AND NO/100 (\$150,000.00) DOLLARS.

*According to representations of beneficiaries of undersigned Trustee*

13. Mortgagor covenants and agrees that there is no existing default under the terms, covenants and agreements and conditions contained in Mortgage No. I, and all sums due on said mortgage are current.

14. Mortgagor covenants and agrees to comply with all of the terms and provisions of said Mortgage No. I (except the requirement to make payments of principal and interest thereon), and upon compliance by Mortgagor with the terms and provisions contained in said Mortgage No. I and contained herein, Mortgagee will pay the installments of principal and interest from time to time due under said Mortgage No. I in accordance with its terms. Nothing contained herein shall require the holder of the Note secured hereby to perform the terms or provisions contained in said Mortgage No. I required to be performed by Mortgagor, its successors and assigns, except the payment of installments of principal and interest but only in accordance with the terms and provisions hereof. If Mortgagor shall default in the performance of any term or provisions contained in this trust deed, Mortgagee shall not be obligated to pay any principal or interest under Mortgage No. I. A breach of any covenant or agreement to be performed by Mortgagor under Mortgage No. I (except the agreement to pay principal and interest thereon) shall constitute a default hereunder and the holder of the Note secured hereby may then declare the entire unpaid principal sum secured hereby immediately due and payable. Mortgagor hereby agrees to indemnify the holder of the Note secured hereby and hold such holder harmless of and from all loss, cost, damage and expense, including reasonable attorney's fees which may be suffered or incurred by such holder of the Note secured hereby, arising directly or indirectly out of or in connection with all of the terms and provisions of Mortgage No. I (except the requirement to pay principal and interest thereon) required to be performed by the Mortgagor thereunder.

15. Mortgagor agrees to deposit with the holder of the Note secured hereby an amount equal to the tax deposits to be made with the holder of Mortgage No. I pursuant to the terms of Mortgage No. I. Upon receipt of such deposits, the holder of the Note secured hereby agrees promptly to forward such deposits to the holder of the Mortgage No. I in order to comply with the provisions of the Mortgage No. I relative thereto, the holder of the Note secured hereby shall be under no obligation to forward any such amounts to the holder of the Mortgage No. I unless such amounts have theretofore been deposited with the holder of the Note secured hereby by Mortgagor. The holder of the Note secured hereby likewise is under no obligation to inquire into the sufficiency of any amounts so deposited nor to forward to the holder of the Mortgage No. I more than the amounts deposited by Mortgagor pursuant to the provisions hereof. Upon advise from the holder of the Mortgage No. I that the amounts theretofore deposited with it are insufficient to discharge the taxes levied against the premises, Mortgagor agrees to deposit with the holder of the Note secured hereby promptly and without demand for the amount of such deficiency which will in turn be promptly deposited with the holder of Mortgage No. I. Failure of Mortgagor to make such deposit shall constitute a default hereunder.

16. From and after the date of the discharge of the Mortgage No. I, for the purpose of providing funds to discharge the general real estate taxes levied against the premises, Mortgagor agrees to deposit with the holder of the Note secured hereby on each payment date commencing on the first such payment date after the discharge of Mortgage No. I, an amount equal to 1/12th of the amount of the general real estate taxes

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last levied against said premises. If, at the time tax bills for any year are received, the amount theretofore deposited shall be less than the amount of such taxes for such year, then Mortgagor agrees to deposit with such holder of said Note the difference between the amount theretofore deposited and the amount of said general real estate taxes for such year, such deposit to be made within ten (10) days prior to the penalty date of such tax bills. Said deposits shall be applied in payment of general real estate taxes when same become due and payable and said deposits shall be non-interest bearing and need not be kept separate and apart.

17. Mortgagor covenants and agrees that, to the extent Mortgagee pays any installment principal or interest or any other sums due under the Mortgage No. I, Mortgagee shall become entitled to a lien on the mortgaged premises hereunder but equal in rank and priority to the Mortgage No. I and, in addition, to the extent necessary to make effective such rank and priority; (i) Mortgagee shall become subrogated to, receive and enjoy all of the rights, liens, powers and privileges granted to the Mortgage No. I under the Mortgage No. I and (ii) the Mortgage No. I shall remain in existence for the benefit of and to further secure the debt and other sums secured, or that hereafter become secured hereunder. Contemporaneously herewith the parties hereto have executed a subrogation agreement to which reference is hereby made for the terms hereof.

18. In case of default hereunder, in addition to any other rights and remedies available to Mortgagee, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form or manner deemed expedient, and may, but need not make full or partial payments of principal and interest on Mortgage No. I, other prior encumbrances if any, and purchase, discharge, compromise or settle Mortgage No. I, any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other money advanced by Mortgagee to protect the mortgaged premises and lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of eleven (11%) per cent per annum. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

19. Upon payment in full of the Note secured hereby, the holder of said Note agrees to deliver to Mortgagor herein a release of Mortgage No. I hereinabove described.

20. It is further covenanted and agreed that Mortgagor shall deposit with the holder of the Note secured hereby insurance in form and content as approved by holder of the Note secured hereby and shall be carried in company and approved by the holder of the Note secured hereby, and the policies and renewals marked "paid" shall be delivered to the holder of the Note secured hereby at least thirty (30) days before the expiration of the old policies and shall have attached thereto standard non-contributing mortgage clauses (in favor of the Mortgagee and entitling the Mortgagee to collect any and all proceeds payable under all such insurance, as well as standard waiver of subrogation endorsement and a provision requiring that the coverage evidenced thereby will not be terminated or materially modified without ten (10) days prior written notice to Mortgagee, all to be in form and content acceptable to Mortgagee.)

21. In case of loss or damage by fire or other casualty, the holder of the Note secured hereby is authorized (a) to settle and adjust any claim under insurance policies which insure against such risks or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case, the holder of the Note secured hereby is authorized to collect and receipt for any such money. Provided that the insurers do not deny liability as to the insureds, and as long as this trust deed is not in default, such insurance proceeds, after deducting therefrom any expenses incurred in the collection thereof, shall be made available by the holder of the Note secured hereby for the rebuilding or restoration of the buildings and improvements on the premises. In all other cases, such insurance proceeds may, at the option of the holder of the Note secured hereby, either be applied in the reduction of the indebtedness secured hereby, whether due or not, or be held by the holder of the

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Note secured hereby and used to reimburse Mortgagor for the cost of rebuilding or restoration of buildings or improvements on said premises. The buildings and improvements thereon shall be so restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. In any case, where the insurance proceeds are made available for rebuilding and restoration, such proceeds shall be disbursed upon the disbursing party being furnished with satisfactory evidence of the estimated cost of completion thereof and with architect's certificates, waivers of lien, contractor's and subcontractor's sworn statements and other evidence of cost and payments so that the disbursing party can verify that the amounts disbursed from time to time are represented by completed and in place work and that said work is free and clear of mechanics' lien claims. No payment made prior to the final completion of the work shall exceed ninety (90%) percent of the value of the work performed from time to time, and at all times the undisbursed balance of such proceeds remaining in the hands of the disbursing party shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. If the cost of rebuilding, repairing or restoring the building and improvements can reasonably exceed the sum of Thirty Five Thousand and No/100 (\$35,000.00) Dollars then the holder of the Note secured hereby shall approve plans and specifications of such work before such work shall be commenced. Any surplus which may remain out of said insurance proceeds after payment of such cost of building or restoration shall, at the option of the holder of the Note secured hereby, be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto.

22. Any sale, conveyance or transfer of any right, title or interest in the premises or any portion thereof, without the prior written approval of the holder of the Note secured hereby or any sale, transfer or assignment of any part of the beneficial interest without the prior written approval of the holder of the Note secured hereby, or any conveyance, mortgage or encumbrance of the premises or any part thereof as security for any debt without the prior written approval of the holder of the Note secured hereby or any assignment of all or any part of the beneficial interest of Mortgagor as security for any debt without the prior written approval of the holder of the Note secured hereby, constitute a default hereunder on account of which the holder of the Note secured hereby may declare the entire indebtedness evidenced by said Note to be immediately due and payable and foreclose this trust deed immediately or at any time such default occurs.

23. Mortgagor hereby assigns, transfers and sets over to the holder of the Note secured hereby the entire proceeds of any award or any claim for damages for any of the mortgaged property taken or damaged under the power of eminent domain or by condemnation. Provided that such premises require rebuilding or restoration, and so long as this trust deed is not in default, any award, after deducting therefrom any expenses in the collection thereof, shall be made available to the holder of the Note secured hereby for the rebuilding of the premises in accordance with plans and specifications to be submitted to and approved by the holder of the Note secured hereby. In all other cases, the holder of the Note secured hereby may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether or not, or make said proceeds available for restoration or rebuilding of the premises in accordance with plans and specification to be submitted to and approved by the holder of the Note secured hereby. In the event said proceeds are made available for rebuilding or restoration by the election of the holder of the Note secured hereby as aforesaid, the proceeds of the award shall be paid out in the same manner as is provided in paragraph 21 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. Any surplus which may remain out of said award after payment of such cost of building or restoration shall, at the option of the holder of the Note secured hereby, be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto.

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TRUSTEES BOND

SOUTH WORTH CO. TEXAS

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24. Mortgagor has been advised by its beneficiaries that the proceeds of the lien secured by this trust deed will be used for the purposes specified in paragraph 4(c) of Chapter 74 of the 1969 Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a business loan which comes within the purview of this paragraph.

25. Mortgagor shall not and will not apply for or avail itself of any appraisal valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws" now existing or hereafter enacted in order to prevent or hinder the enforcement or foreclosure of this mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the mortgage property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order that the mortgaged property be sold as an entirety. Mortgagor hereby waives any and all rights of redemption from sale under any order of decree of foreclosure, pursuant to rights herein granted, on behalf of the Mortgagor, the trust estate and all persons beneficially interested therein and each and every person acquiring any interest in, or title to, the premises described herein subsequent to the date of this mortgage, and on behalf of all other persons to the extent permitted by the provisions of Chapter 77, Section 18-b of the Illinois Statutes.

26. That upon default by Mortgagor and following acceleration of maturity as aforesaid, tender of payment of the amount necessary to satisfy the entire indebtedness secured hereby made at any time prior to foreclosure sale, by the Mortgagor, its successors or assigns or by anyone in behalf of the Mortgagor, its successors or assigns shall constitute an evasion of the prepayment privilege and shall be deemed to be a voluntary prepayment hereunder and such prepayment to the extent permitted by law, will therefore include a premium required under the prepayment privilege, if any, contained in the Note, or if at that time there be no such prepayment privilege then such payment to the extent permitted by law, will include a premium for such prepayment of five (5%) percent of the then principal balance.

27. Mortgagor shall further provide public liability insurance in such amounts and in such companies as the holder of the Note secured hereby may from time to time reasonably require.

28. It is further understood and agreed that the holder of said Note reserves the right to approve and/or install professional management of this property at any time this loan is forty-five (45) days in default.

29. That if any action or proceeding be commenced (except an action to foreclose this mortgage or to collect the debt secured hereby,) to which action or proceeding the Mortgagee is or becomes a party or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the Mortgagee for the expense of any litigation (including reasonable attorney's fees) to prosecute or defend the rights and lien created by this mortgage shall on notice and demand be paid by the Mortgagors, together with the interest thereon at the rate provided in said Note, and shall be a lien on said Real Estate, prior to any right or title to, interest in or claim upon the Real Estate, subordinate to the lien of this mortgage, and shall be deemed to be secured by this mortgage and evidenced by the Note; that in any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured hereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

30. Mortgagor agrees to pay a late charge of \$20.00 on each installment in default more than 10 days to cover holder's additional expense of handling and collecting such delinquent installments. Mortgagor agrees to pay reasonable attorney's fees, costs and expenses incurred by holder in collection and enforcement of this Note.

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END OF RECORDED DOCUMENT