

Property of Cook County Clerk's Office

24 Oct 1978 16%

This Indenture, Made this 3rd day of October, A. D. 1978 by and between

JOHN R. SULLIVAN and ELIZABETH R. SULLIVAN, his wife

City of Chicago hereinafter called "Mortgagor," party of the first part, and DROVERS BANK OF CHICAGO, a Banking Association and having its principal office in Chicago, Illinois, as Trustee as hereinafter specified, hereinafter called "Trustee," party of the second part, WITNESSETH: THAT, WHEREAS, Mortgagor is justly indebted to the legal holder or holders of the Principal Promissory Installment Note hereinafter described, in the Principal Sum of

SIX THOUSAND AND NO/100 Dollars (\$ 6,000.00), evidenced by their one certain Principal Promissory Installment Note (the identity of which note is evidenced by the certificate hereon of Trustee), bearing even date herewith, made payable to bearer and delivered, which Principal Installment Note is payable in installments as follows:

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IN ACCORDANCE WITH INSTALLMENT NOTE OF EVEN DATE SECURED BY THIS TRUST DEED.

with interest after the rate of ... legal limit per annum ... as the whole amount ... per annum, and all of said principal and interest payments being payable in lawful money of the United States of America, at such banking house in Chicago, Illinois, as the legal holder(s) of said principal note may, from time to time, in writing appoint, and in default of such appointment, then at the office of Drovers Bank of Chicago, in the City of Chicago and State of Illinois, in and by which principal note, it is agreed that the principal sum thereof, together with accrued interest hereon, in case of default as provided in this Trust Deed, may at any time without notice, become at once due and payable at the place of payment in said note specified, at the election, as in this Trust Deed provided, of Trustee or of the holder or holders of said principal note.

NOW, THEREFORE, Mortgagor for the purpose of securing the payment of the said note and said interest, and the performance of the covenants and agreements herein contained, by Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents Convey and Warrant unto Trustee, its successors and assigns, the following described Real Estate, situate, lying and being in the City of Chicago

Cook County of Illinois, to wit:

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Lot twenty nine (29) in Block three (3) in Baker's Subdivision of the East half of the North half of the South half of the Southwest quarter of Section four (4), Township thirty eight (38) North, Range fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois.

TOGETHER with all and singular the tenements, hereditaments, privileges and appurtenances thereto belonging or in anywise appertaining, all buildings and improvements now located or hereafter to be erected on said premises, the rents, issues and profits thereof (which rents, issues and profits are hereby expressly assigned, it being understood that the pledge of the rents, issues and profits made in and by this Trust Deed is not a secondary pledge but is a primary pledge on a parity with the mortgaged property as security for the payment of the indebtedness secured hereby), and all apparatus and fixtures of every kind and nature whatsoever, including, but without limiting the generality of the foregoing, all shroubbery, shades and awnings, screens, curtain fixtures, venetian blinds, floor covering, storm doors and windows, gas and electric fixtures, radiators, heaters, engines, machinery, boilers, ranges, elevators, motors, bathtubs, sinks, basins, pipes and faucets, apparatus for supplying or distributing heat, light, water, air conditioning, power, sprinkler protection or refrigeration (including individual unit refrigerators) and all other apparatus and equipment in or that may be placed in any building now or hereafter standing on said land, (which are hereby understood and agreed to be part and parcel of the real estate and appropriated to the use of the real estate, and whether affixed or annexed or not, shall for the purposes of this Trust Deed be deemed conclusively to be real estate and conveyed hereto) and also all the estate, right, title and interest of Mortgagee of, in and to said premises (all of which are hereinafter sometimes referred to as the "mortgaged property" or "mortgaged premises").

TO HAVE AND TO HOLD the above described mortgaged premises with said appurtenances and fixtures unto Trustee, its successors and assigns forever, for the purposes, uses and trusts herein set forth, and for the security of the said principal note heretofore described and the interest hereon, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to the mortgaged property, and all right to retain possession of said premises after any default in the payment of said indebtedness or after any breach of any of the covenants or agreements herein contained.

Mortgagee warrants that said party has unencumbered title in fee simple absolute to the mortgaged premises and full right and power to convey and mortgage the same, and covenants and agrees to execute and deliver, and cause to be executed and delivered, all further assurances of title necessary or by the Trustee deemed advisable to effectuate the first mortgage security hereby intended to be given, when, on reasonable notice, so requested by the Trustee.

Mortgagee covenants and agrees until the indebtedness aforesaid shall be fully paid, to keep said premises in good repair, make all necessary repairs and not to suffer any lien of mechanics or material men to attach to said premises, or do, or permit to be done, upon said premises, anything that might impair the value thereof, or the security conveyed hereby, and in case of the failure of Mortgagee to keep the buildings on said premises in good repair and to make all necessary replacements and to pay any liens of mechanics or material men, the Trustee or the holder of holders of said principal note, may at its or their option, pay or settle any and all suits or claims for liens of mechanics or material men or any other claims that may be made against said premises, or make repairs to or replacements in said premises, and all moneys paid for any such purposes and any other moneys disbursed by Trustee, or the legal holder or holders of said principal note, to protect the lien of this Trust Deed, and be included in any decree foreclosing this Trust Deed and be paid out of the rents, and proceeds of sale of the lands and premises aforesaid, or either of them, if not otherwise paid by Mortgagee; and it shall not be obligatory to inquire into the validity of liens of mechanics or material men, or to the necessity for such repairs or replacements, in advancing moneys in that behalf as above authorized, but nothing herein contained shall be construed as requiring Trustee or the legal holder or holders of said principal note to advance or expend money for any of the purposes aforesaid. Mortgagee covenants and agrees that no substantial repairs or remodeling of the mortgaged premises shall be made unless the written consent of Trustee, to pay in full the cost of such repairs or remodeling, and Mortgagee shall have authorized with Trustee, a sum of money sufficient, in the judgment of Trustee, to pay in full the cost of such repairs or remodeling. Trustee is hereby authorized to apply the money so deposited either during the progress of such repairs or remodeling or upon completion thereof, in payment of the cost thereof, provided however, that in case of default hereunder said money may be applied, in the discretion of Trustee, in the reduction of the indebtedness, or any other charges then accrued or to accrue, secured by this Trust Deed. In the event of any such repairs or remodeling, and the deposit of funds by Mortgagee to be disbursed by Trustee, in payment for such repairs or remodeling, which compensation and expenses Mortgagee covenants and agrees to pay on demand, and which shall constitute an additional charge and lien on the mortgaged premises and an additional indebtedness secured hereby, and shall be allowed in any decree foreclosing this Trust Deed.

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Mortgagor covenants and agrees that, until the indebtedness aforesaid shall be fully paid, (1) not to use the mortgaged premises or permit or suffer the same to be used for any unlawful purpose or in any manner that might injure the reputation of the same or that might or could result in a forfeiture or reverter of the title thereto or create any right of entry or re-entry for breach of condition subsequent; (2) at all times, to keep, observe and comply with all valid acts, rules, regulations, orders and directions of all governmental bodies having jurisdiction over the mortgaged premises; (3) to pay when due any indebtedness which may be secured by a lien or charge on the mortgaged premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Trustee or to the holder of the principal note; (4) to complete within a reasonable time any repairs or improvements or any building or buildings, now or at any time, in process of construction or erection upon the mortgaged premises, and (5) to make no material alterations in said premises without the consent of the Trustee or the holder of the principal note, except as required by law or in compliance with the valid acts, rules, regulations, orders or directions of a governmental body.

Mortgagor covenants and agrees until the indebtedness aforesaid shall be fully paid, to pay promptly and before any judgments for delinquency thereon shall be entered or any penalty imposed or incurred, all water rates, taxes, assessments (general and special) of any kind and nature whatsoever, as well as all other impositions and governmental charges of any and every kind, ordinary and extraordinary, which may be levied, assessed, charged or imposed upon the said premises or any part thereof, and to deliver to Trustee within thirty (30) days after such taxes, assessments or impositions would be, if unpaid, increased by any interest, penalties or costs official receipts or receipts from the public official authorized to give the same, showing the payment of all such taxes, assessments or other impositions. In case of failure of Mortgagor to pay such taxes, assessments or other impositions and to deliver to Trustee receipts or duplicate receipts as above provided, then Trustee or the holder or holders of said principal note may at its or their option pay such taxes, assessments or other impositions.

In case said premises are sold for the nonpayment of any tax, assessment or other imposition, Trustee or the holder or holders of said principal note, may redeem said premises from any such sale or purchase any such tax certificate or tax title and all moneys paid by Trustee or the holder or holders of said principal note, for the payment of any taxes, assessments or impositions or for the redemption of said premises from any tax sale as above provided and all other moneys disbursed by Trustee or the legal holder or holders of said principal note, to protect the lien of this Trust Deed with interest thereon at the rate of legal limit per annum, shall become so much additional indebtedness secured by this Trust Deed, and be included in any decree foreclosing this Trust Deed and be paid by the insured value of the mortgaged premises, and the proceeds of the sale of the same, or otherwise paid by Mortgagor, and it shall not be obligatory to inquire into the validity of any such tax deed, certificate of sale, taxes, special assessments or other impositions, but nothing herein contained shall be construed as requiring Trustee or the legal holder or holders of said principal note to advance or expend money for taxes, special assessments or other impositions or for any other purpose aforesaid. In case Trustee or the holder or holders of said principal note, shall acquire any certificate of sale or tax deed as aforesaid, Trustee or such holder or holders may at its or their option assert said certificate of sale or tax deed as a lien prior to the lien of this Trust Deed and prior to the rights of Mortgagor and the heirs, executors, administrators and assigns of said note, in the same manner as any other person or corporation might do.

Mortgagor shall keep all building, equipment and fixtures insured against loss or damage by fire, lightning, tornado, windstorm or other casualty, in such amounts and with responsible insurance company or companies acceptable to the Trustee or holder(s) of the principal note secured hereby, but such coverage shall in no event be less than 80% of the insurable value of the mortgaged premises, and through such broker or brokers as the Trustee may from time to time select, and all sums recoverable under such policies shall be payable to Trustee by the mortgagee or trustee clause known as Cook County Inspection Bureau Standard Form, or such other form satisfactory to the Trustee or holder(s) of the note secured by this Trust Deed to be attached to such policies, and all such policies shall be delivered to Trustee. In case of failure to insure as hereinbefore provided, Trustee, or the holder or holders of said principal note, may procure such insurance, and all moneys paid therefor, with interest thereon at the rate of legal limit per annum shall become so much additional indebtedness secured by this Trust Deed; but it shall not be obligatory upon Trustee, or any holder of said note, to advance or pay for such insurance in case of such failure to insure. In case of the foreclosure of this Trust Deed, the court in its decree may provide that the trustee clause attached to each of said insurance policies may be canceled and that the decree creditor may cause a new loss clause to be attached to each of said policies making the loss thereunder payable to said decree creditor; and any such foreclosure decree may further provide, that in case of one or more redemptions under said decree, pursuant to the statute in such case made and provided, then and in every such case, each successive redeemer may cause the preceding loss clause attached to each insurance policy to be canceled and a new loss clause be attached thereto, making the loss thereunder payable to such redeemer. In the event of foreclosure sale, Trustee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the holder of the certificate of sale, or to take such other steps as Trustee may deem advisable, to cause the interest of the holder of the certificate of sale to be protected by any of the said insurance policies. In case of loss, Trustee, the holder(s) of the principal note, holder of the certificate of sale, or the decree creditor as the case may be, is hereby authorized to settle and adjust any claim under such policies without consent of Mortgagor, or to allow Mortgagor to agree with the insurance company or companies the amount to be paid upon the loss. In either case the holder of the policy or policies is authorized to collect and receipt for any such insurance money and apply it in reduction of the indebtedness secured hereby, whether due or not, or may allow Mortgagor to use said insurance money or any part thereof, in repairing the damage or restoring the building or improvements without in any way altering or affecting the lien hereof for the full amount secured hereby. In case of loss after foreclosure proceedings have been instituted the proceeds of any such insurance policy or policies, if not applied as aforesaid in repairing or restoring the buildings or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings and the balance, if any, shall be paid to the owner of the equity of redemption, who shall then be entitled to the same or as the court may direct.

In case of any advances made by Trustee pursuant to the provisions of this Trust Deed, such advances shall be prior and superior to the lien of the indebtedness secured hereby, and no notice of such advances need be given to the holder or holders of the principal instalment note.

In case of default by the Mortgagor in making any payment or performing any act herein required of the Mortgagor, the holder(s) of the principal note or Trustee may, but need not, make any such payment or perform any such act in any form and manner deemed expedient and (without limiting the generality of the foregoing), may, but need not, (a) make full or partial payments of indebtedness secured by a lien or charge on the mortgaged premises superior to the lien hereof; (b) make all necessary repairs to or replacements in the mortgaged premises; (c) pay or settle and compromise any liens of mechanics or material men or any and all suits or claims for liens or any other claims that may be made against the mortgaged premises; (d) pay any water rates, taxes, assessments (general and special) of any kind and nature whatsoever or other impositions and governmental charges which may have been levied, assessed, charged or imposed upon the mortgaged premises, or upon the indebtedness secured hereby or any part thereof, or render the mortgaged premises from any such sale or purchase any such tax certificate or tax title; (e) procure insurance and pay the necessary premiums therefor. In the event of any repairs, remodeling by the Mortgagor and the deposit of funds by the Mortgagor to be disbursed by Trustee, in payment for such repairs or remodeling, as elsewhere in this Trust Deed provided, Trustee shall be entitled to reasonable compensation for its services and to the repayment of all expenses incurred by it, including compensation of attorneys and appraisers. All moneys so paid and all compensation and expenses so paid or incurred by Trustee or the holder or holders of said Note with interest thereon at legal limit per annum shall become so much additional indebtedness secured by this Trust Deed, payable on demand, and shall be allowed in any decree foreclosing this Trust Deed. There shall likewise become so much additional indebtedness secured by this Trust Deed, payable on demand, and shall be allowed in any decree foreclosing this Trust Deed, compensation for services of Trustee herein and attorneys and appraisers, fees of the holder(s) of said Note and holders of said Note and also all outlays for documentary evidence, cost of abstract of title, guaranty policy and Torrens certificate in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which Trustee and the holder(s) of the principal note, or 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 mortgaged premises or the security hereof, whether or not actually commenced.

For the purpose of providing regularly for the prompt payment of all general taxes levied and assessed against the mortgaged premises while any of the indebtedness secured hereby remains unpaid, the Mortgagor covenants and agrees to deposit with the Trustee on the dates instalments of principal and interest are payable, an amount equal to the general tax next due (as estimated by the Trustee), less amounts already deposited therefor, divided by the number of months to elapse prior to the date when the second instalment of such general taxes will become due and payable. The moneys deposited with the Trustee are to be held without interest and shall be applied by it to the payment of said general taxes as they become due and payable. If, at any time, the Trustee deems the amounts deposited insufficient to pay any such general taxes, the Mortgagor will deposit with the Trustee any amount necessary to make up the deficiency. Any irregularities or defects in the levy or assessment of such taxes paid by the Trustee are hereby expressly waived, and receipt by the proper officer shall be conclusive evidence both as to the amount and validity of such payments. With respect to any deposit of funds made by the Mortgagor with Trustee hereunder, it is covenanted and agreed as follows: (a) Mortgagor shall not be entitled to any interest on any such deposits, (b) any deposits shall be held and used exclusively as herein provided and shall be irrevocably appropriated by Trustee for such purposes and shall not be subject to the direction or control of the Mortgagor, (c) if a default occurs in any of the terms hereof or of the principal note, Trustee may at its option, and shall on written application by the holder(s) of the principal note, notwithstanding the purpose for which such deposits were made, apply the same in reduction of said indebtedness or any other charges then accrued or to accrue, secured by this Trust Deed.

Mortgagor, guarantor of the note secured hereby, any person liable for or who shall have assumed the payment of said note, hereby consents to the extension of time of payment of the note secured hereby or of any instalment thereof, that shall be granted by the holder or holders thereof at any time or times, or any indulgences granted to any subsequent owner of the mortgaged property, and hereby expressly waives any notice of such extension or indulgences, and shall, notwithstanding such extension or indulgences, continue liable thereon to the holder or holders thereof, and shall pay the same when due, whether due by the terms of such extension or indulgences or by acceleration of maturity as herein and in said note provided.

If default be made in making payment of said note, or any instalment due in accordance with the terms thereof, either of principal or interest, or in case of a breach of any of the covenants or agreements herein contained, to be performed by Mortgagor, or if the buildings and improvements on said mortgaged property shall be destroyed or materially damaged by fire or other casualty, then the whole of said principal sum hereby secured shall, at once, at the option of Trustee or of the holder or holders of said principal note, become immediately due and payable, together with accrued interest thereon, without notice to Mortgagor. Thereupon the legal holder or holders of said principal note, or the Trustee, for the benefit of the legal holder or holders of said note, shall have the right to immediately foreclose this Trust Deed, and upon the filing of any complaint for that purpose, the court in which such complaint is filed, may at any time thereafter, either before or after sale, and without notice to Mortgagor, or any party claiming under said note, and without regard to the solvency or insolvency, at the time of any application for a receiver, of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the then value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, appoint a receiver for the mortgaged property and the rents, issues and profits thereof, and Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor, and hereby expressly waives the filing of any plaintiff's bond there required by statute or otherwise. Such receivership shall continue after decree and foreclosure sale, irrespective of whether or not there shall be a deficiency decree and shall extend to the end of the redemption period regardless of whether or not there shall be a redemption (by any person whomsoever) made from such sale, and until the master's deed shall have been executed and recorded, or registered, as the case may be. Any such receiver shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties that might be exercised by Trustee in case of entry as hereinafter provided. The court may from time to time authorize said receiver to apply the net amounts in his hands in payment (in whole or in part) of any or all of the items following: (1) amount due upon the indebtedness secured hereby; (2) amount due upon any decree entered in any suit foreclosing this Trust Deed; (3) insurance of the improvements upon said premises; or (4) taxes, special assessments or any other lien or charge upon said premises that may be or become superior to the lien of this Trust Deed or of any decree foreclosing the same. Mortgagor consents to the appointment of an officer or employee of, or any other person designated by Trustee, or its successors in trust, as such receiver.

IN CASE OF FORECLOSURE of This Trust Deed by Trustee, or by the holder or holders of said principal note, in any court of law or equity, reasonable sum shall be allowed for the services of Trustee herein and for the attorneys' and stenographers' fees of the plaintiff therein, and also for all outlays for documentary evidence and the cost of a complete abstract of title to said premises or title guaranty policy or Torrens certificate, and for examination or opinion of title for the purpose of such foreclosure, and in case of any other suit or legal proceeding wherein Trustee or the holder or holders of said principal note, shall become or be made a party thereto by reason of this Trust Deed, their costs and expenses and the reasonable fees and charges of the attorneys of Trustee and of the holder or holders of said principal note, so made parties, for services in such suit or proceeding, shall be a lien and charge upon said premises under this Trust Deed, and all such Trustee's, attorney's, and stenographers' fees, costs, expenses and other charges shall be so much additional indebtedness secured hereby and be allowed in any decree foreclosing this Trust Deed.

There shall be included in any decree foreclosing this Trust Deed and be paid out of the rents or proceeds of any sale made in pursuance of such decree the following: (1) all costs of such suit or suits, advertising, sale and conveyance, including attorneys', stenographers' and Trustee's fees, outlays for documentary evidence, and the cost of said abstracts, title guaranty policies, Torrens certificates, and examination or opinion of title (all of which shall be estimated as to items to be expended after entry of the decree); (2) all the moneys advanced by Trustee or any one or more of the holder(s) of the principal note, for any purpose authorized in this Trust Deed, with interest at the rate of legal limit per annum on such advances; (3) all moneys advanced by the holder(s) of the principal note, for any purpose authorized in this Trust Deed, with interest at the rate of legal limit per annum on the proceeds of sale, if any, shall then be paid to Mortgagor or the heirs, legal representatives or assigns of the purchaser, as the court may direct. It shall not be obligatory upon the purchaser or purchasers at such sale to see to the application of the purchase money. These conditions and action of the court by virtue hereof, and the various rights, powers, options, elections, appointments, and remedies contained in this Trust Deed shall be construed as cumulative and none of them as exclusive of the others or of any rights or remedies allowed by law.

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In case of preparation to foreclose this Trust Deed, and prior to commencement of the proceedings, or in case, after a complaint is filed for foreclosure of the Trust Deed and prior to the entry of a decree, tender is made of the entire indebtedness due as herein provided, the holder or holders of said principal note, or the owner or owners of any indebtedness due hereunder, shall be entitled to reimbursement for all expenses incurred in connection with the preparation or filing of such complaint to foreclose, including attorneys' and stenographers' fees, and all outlays for documentary evidence, cost of abstract of title, guaranty policy, or a Torrens certificate, and examination or opinion of title for the purpose of such foreclosure, and court costs, and all such expenses shall be so much additional indebtedness secured by this Trust Deed.

In any case in which under the provisions of this Trust Deed the Trustee has a right to institute foreclosure proceedings, Mortgagor agrees to pay to Trustee, upon its demand, for the benefit of the holders of the note hereby secured and then outstanding, the whole amount then due and payable on such note for principal and interest, with interest on the overdue instalments of principal at the rate of legal limit per annum, and all of the sums which may be due hereunder or secured hereby, including reasonable attorneys' fees, and in case Mortgagor shall fail to pay same forthwith, upon demand, Trustee, in its own name, as Trustee of an express trust, shall be entitled to institute proceedings at law in any court of competent jurisdiction to recover judgment for the whole amount so due and unpaid, together with costs and reasonable attorneys' fees. Trustee may institute or file claims in bankruptcy proceedings to recover the amounts due, may file claims in probate proceedings against any person who may be liable thereon, and may take such other steps in law or in equity, in its own name and as Trustee of an express trust, to enforce the collection thereof without possession of said principal instalment note. No such action shall affect or impair the lien of this Trust Deed or any rights, powers or remedies of Trustee or the holder or holders of the note. Any moneys collected by Trustee under any such proceeding shall be applied in the manner provided herein for the distribution of the proceeds of foreclosure sale. In case of foreclosure of this Trust Deed by Trustee for the benefit of the holder or holders of the principal note secured hereby, deficiency decree may be entered in favor of Trustee for the use and benefit of the holder or holders of the said note, against the mortgaged property and all persons liable on said note.

In the event of any default hereunder, Mortgagor will whether before or after the whole principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof, or before or after sale thereunder, forthwith, upon the demand of Trustee, surrender to it, and Trustee shall be entitled to take actual possession of the mortgaged property, or any part thereof, personally, or by its agents or attorneys, as for condition broken, and in its discretion may, with or without force, and with or without process of law, and without any action upon the part of the holder or holders of the principal note, take and maintain possession of all or any part of said mortgaged property, together with all documents, books, records, papers and accounts of Mortgagor or then owner of the mortgaged property relating thereto, and may exclude Mortgagor, his agents or servants, wholly therefrom, and may as attorney in fact or agent of Mortgagor, or in its own name as Trustee, and under the powers herein granted, hold, operate, manage and control the mortgaged property and conduct the business thereof, either personally or by its agents, and Trustee may, at the expense of the mortgaged property, from time to time, make all necessary or proper repairs, renewals, replacements, alterations, additions, betterments and improvements to the mortgaged property as to it may seem judicious, and may insure and re-insure the same, and may lease said mortgaged property in such parcels and for such times, and on such terms, as to it may seem fit (including leases for terms expiring beyond the maturity of the principal note), and may cancel any leases or sub-leases for any cause or on any ground which would entitle Mortgagor to cancel the same, and may sign the name of Mortgagor to all papers and documents in connection with the operation and management of the mortgaged property, and shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income, and after deducting the expenses of operating the same, and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements, and all payments which may be made for taxes, assessments, insurance and prior or proper charges on the mortgaged property, or any part thereof, including the just and reasonable compensation for the services of Trustee and its attorneys, agents, clerks, servants and others employed by it, properly engaged and employed, for services rendered in connection with the operation, management and control of the mortgaged property, and such further sums as may be sufficient to indemnify Trustee against any liability loss or damage on account of any matter or thing done in good faith in pursuance of the duties of Trustee hereunder. Trustee shall apply the residue of any, of money arising as aforesaid as follows:

- (a) In case the principal of the note or any instalments thereof shall not have become due by its terms or by declaration, then to the payment of interest on the principal note outstanding, or to the remedying of any other default under this Trust Deed.
- (b) In case of the note or any instalments thereof shall have become due by declaration or otherwise, first to the payment of interest on said principal note in accordance with the provisions hereof and to the payment of the principal of the note secured hereby by remaining unpaid with interest thereon at the rate of legal limit per annum from the date of maturity thereof, and second to the payment of any other items required to be paid by Mortgagor under this Trust Deed.
- (c) In case the principal of the note or any instalments thereof shall not have become due and there exists no default in the payment of interest on the principal note, then to the remedying of any other default then existing.

Trustee shall have the right, although it shall not be required to do so, to remain in possession of the mortgaged property and to collect the rents, issues and profits therefrom, until the issuance of a master's deed to the mortgaged property, subsequent to the expiration of the statutory period of redemption from any sale of the mortgaged property, pursuant to any decree of foreclosure in any proceeding to foreclose the lien created by this Trust Deed, notwithstanding the sale of the mortgaged property pursuant to any such decree, unless the amount paid at such sale, together with any other funds available for the payment of the indebtedness, shall be sufficient to pay in full the amount due under the terms of said decree, and under the terms of this Trust Deed. The net rents, issues and profits accruing from the mortgaged property after the sale, remaining after the payment of all charges and expenses paid or incurred by Trustee, shall be applied by it from time to time in partial satisfaction of any deficiency reported to the court after such sale. The power of entry and the powers incidental thereto as herein provided may be exercised as often as occasion therefor shall arise, and their exercise shall not suspend or modify any other right or remedy hereunder. Trustee shall incur no liability whatsoever for any action taken or failure to act hereunder, based upon the opinion of counsel selected by it with reasonable care, nor in any case for any action taken or failure to act hereunder, except only for Trustee's own willful default.

In the event of the passage after the date of this Trust Deed of any law of the State of Illinois, deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of trust deeds, for State or local purposes, or the manner of the collection of any such tax, as to make it obligatory on the Trustee or the holder or holders of said principal note, to pay such tax, then the whole of the principal sum secured by this Trust Deed, together with the interest secured hereby, shall, at the option of said Trustee or the holder or holders of said principal note, after thirty (30) days notice to Mortgagor, become due and payable.

No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing the same in any action at law upon the principal note hereby secured.

Trustee or the holder(s) of the principal note shall have the right to inspect the mortgaged premises at all reasonable times and access thereto shall be permitted for that purpose.

Trustee has no duty to examine the title, location, existence or condition of the mortgaged 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 willful misconduct or that of the agents or employees of trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

No lease of the mortgaged premises shall be nullified or terminated by the appointment of a Receiver or by entry into possession of any Receiver or the Trustee, but such Receiver or Trustee may elect to terminate any lease which may be junior to the lien of this Trust Deed.

No bona fide holder of any note taken before maturity shall be affected as to the benefit of this security by any equities or matters of defense which may exist in favor of mortgagor or any other party in interest against any prior holder thereof.

Mortgagor shall have no power to make any contract, express or implied, that shall allow, create or be the basis for any mechanic's or other lien on said premises, superior to the lien hereof, and all mechanic's or other liens shall be inferior and subordinate to the lien hereof.

In case any part or parts of the premises or any interest therein shall be taken under any condemnation or eminent domain proceedings, or damaged by reason thereof, the net amount of compensation and damages, or either of them, realized therefrom shall be paid to the Trustee or holder(s) of the principal note and shall be held and disbursed in the same manner as though realized from a foreclosure sale under the provisions hereof.

A reconveyance of said premises shall be made by Trustee to Mortgagor, or to the heirs, or assigns of said party, on full payment of the indebtedness aforesaid, the performance of the covenants and agreements herein made by Mortgagor, and the payment of the reasonable delivery or recording of this instrument, and that neither Trustee, nor any of its agents or attorneys, nor the holder or holders of the note hereby secured shall incur any personal liability on account of anything that it, he or they may do or omit to do under the provisions of this deed, except in case of its, his or their own willful default.

The covenants, agreements, conditions, promises and undertakings in this Trust Deed contained, shall run with the land, shall extend to and be binding upon Mortgagor and any and all persons claiming by, through or under Mortgagor, the same as if they were in every case named and expressed, and all the covenants hereof shall bind them, and each of them, both jointly and severally, and shall inure to the benefit of Trustee, its successors and assigns, and of the holders of the principal note. The term "Mortgagor" when used herein shall include all persons liable for payment of the indebtedness, or any part thereof, whether or not such persons have executed the note or such Trust Deed.

Except as herein expressly provided to the contrary, no remedy or right herein conferred upon or reserved to the Trustee, or to the holder(s) of the principal note hereby secured, is intended to be to the exclusion of any other remedy or right, but each and every such remedy or right shall be cumulative and shall be in addition to every other remedy or right given hereunder and now or hereafter existing at law or in equity. No delay or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right, or shall be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the holder(s) of the principal note hereby secured.

The invalidity of any one or more covenants, phrases, clauses, sentences or paragraphs of this Trust Deed shall not affect the remaining portions of this Trust Deed, or any part thereof, and in case of any such invalidity, this Trust Deed shall be construed as if such invalid covenants, phrase, clauses, sentences or paragraphs had not been inserted.

Trustee herein may at any time resign or discharge itself of and from the trust hereby created by a resignation in writing filed in the office of the Recorder (or Registrar) of the County in which this instrument shall have been recorded (or registered).

Any corporation into which any Trustee, original or successor, under this Trust Deed, may be merged, or with which it may be consolidated, or any corporation resulting from any merger, reorganization or consolidation to which any Trustee may be a party, or any corporation which shall otherwise become the successor in business to such Trustee, shall be the successor to such Trustee to the same extent as if officially appointed in this Trust Deed, without the execution or filing of any papers or other act by the parties hereto.

In case of the resignation, inability or refusal to act of Drovers Bank of Chicago, as Trustee under this Trust Deed, with identical powers and authority, and the title to said premises shall thereupon become vested in such successor in trust for the uses and purposes aforesaid.

Any notice of default or other notice required or provided by this Trust Deed to be given to the Mortgagor, or the holder(s) of the note or the Trustee may desire or deem it expedient to give to the Mortgagor, may be given to the then owner or owners of record of the premises, and may be given in person or by mail addressed to the Mortgagor or such owner or owners of the premises (as the case may be) at such address as shall have been last furnished in writing by said person or persons to the holder(s) of the note, the Trustee, or in the absence of other designation, then at the premises.

If the Mortgagor be a corporation or a corporate trustee under an express trust, it hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this instrument, on its behalf, on behalf of the trust estate and of all persons beneficially interested therein if the Mortgagor is a corporate trustee as aforesaid, and each and every person acquiring any interest in or title to the mortgaged premises subsequent to the hereof to the full extent permitted by law.

In the event the Mortgagors, herein, convey the subject premises, this Trust Deed and Note secured thereby shall become immediately due and payable, notwithstanding any terms herein to the contrary relative to monthly payments or payment on final balance.

IN WITNESS WHEREOF, the Mortgagors have signed and sealed this instrument

at above written. all on, or as of, the date

(SEAL) John R. Sullivan (SEAL) (SEAL) Elizabeth R. Sullivan (SEAL)

24 668 182

Property of Cook County

24 668 182

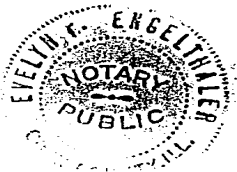
EVELYN F. ENGELTHALER

State of Illinois }
County of Cook } SS

I, a Notary Public in and for said County, in the State aforesaid, do Hereby Certify That
JOHN R. SULLIVAN and ELIZABETH R. SULLIVAN, his wife

personally known to me to be the same person, 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, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 3rd day
of October, A. D. 1978.



Evelyn F. Engelthaler
Notary Public

My Commission Expires Jan. 2, 1980

State of Illinois }
County of Cook } SS

I, a Notary Public in and for said County, in the State aforesaid, do Hereby Certify That

President of

and of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, and personally known to me to be such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such officers, respectively, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day
of _____, A. D. 19 _____

Evelyn F. Engelthaler
Notary Public

COOK COUNTY, ILLINOIS

OCT 12 66 61 755R

FILED FOR RECORDING

OCT 17 1978 1 25 PM

*24668182

BOX 588

Trust Deed

FOR INSTALMENT NOTE

The Principal Instalment Note mentioned in the within Trust Deed has been identified herewith.

Register No.

JOHN R. SULLIVAN and
ELIZABETH R. SULLIVAN, his wife

The Drovers National Bank of Chicago

By *John Keating*
Trustee
Assistant Cashier

TO

Drovers Bank of Chicago
Trustee

John Keating
This deed prepared by
Drovers Bank
1542 West 47th St. 60609

CARRIERS & COMPANY

OF RECORDED DOCUMENT