## **UNOFFICIAL COPY**

## PIRST NOT JOAN BANK OF DES PLAINES, a National Southing Association, herein referred to its "Truster," witnesselv: That, whereas Merrageers are justly inducted to the legal bodder of a principal premisiony note, territory of the property of the property of the second of the property	TRUST DEED (Illinois)  Monthly revenues Sections named to the control of the cont	
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Inission Coppet (Mayember 9, 19 80.  S Instrument Was prepared by  Notary Public	Inission Colony (Mayember 9, 19 80.  Sastrument Was prepared by  Notary Public Notary	
S INSTRUMENT WAS Prepared by  NAME AND ADDRESS OF PROPERTY:  1240. Magnolia  Des Plaines, Illinois 60018  NAME FIRST NATIONAL BANK OF DES PLAINES  L TO:  ADDRESS 101 Lee Street  SEND SUBSEQUENT TAX BILLS TO:	Sourcement Was prepared by  Nomas E. Weir, 701 Lee St., Des Plaines, Illinois 60016  (NAME AND ADDRESS)  1240 Magnolia  Des Plaines, Illinois 60018	1
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STATE Des Plaines, 12. ZIP CODE 60016 (Name)	CITY AND STATE Des Plaines, 12. ZIP CODE 600.16.)  RECORDER'S DEFICE BOX NO.	
R RECORDER'S OFFICE BOX NO		ende.

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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. Mortgagors 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 line 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. Mortgagors shall pay before any penalty attaches 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 receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm 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 scenet 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, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of "astrance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required softeness. If case of default therein, Trustee or the holders of the note may, but need not, make full or partial payments of principal or interest on prior encur brances. If any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any ax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all exprise, paid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of ne ny tet op protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which actions here authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without not te and with interest thereon at the rate of eight per cent per annum. Inaction of Trustee or holders of the note shall never be considered a a vaiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Truster o. the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any sill, at ment or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the visidity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall p ye chi item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness here is extracted shall become due whether by 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 of one, in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditives an 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 fee, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and only in the data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such si to ot evidence to hidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. It is allowed and appaties, with interest thereon at the rate of eight per cent per annum, when paid or incurred by Trustee or holders of the ne in connection with (a) any action, suit or proceeding, including but not limited to probate and bank ruptey proceedings, to which either or to the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparation for the defense of any furchedness hereof which might affect the premises or the security hereof, whether or not actually commenced or commenced and analytic perceedings to which either or to actually commenced or any suit for the foreclosure hereof after accrual of such
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, inciding by such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured ind the ness additional to that evidenced by the note hereby secured, with interest thereon as herein provided, third, all principal and interest remaining to paid; fourth, any overplus to Mortgagors, 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 1... P = 1, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after set... we thout notice, without regard to the solveney or insolveney of Mortgagors at the time of application for such receiver and without regard to the 'i.e. 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 a certain the profits of said premises during the pendency of such foreclosure suit and, a coordinate of the profits of said premises during the pendency of such foreclosure suit and, a coordinate of the such as when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other profits or swheth may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole in 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: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be we become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of the lien deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall shipect to any defense which would not good and available to the party interposing same in an action at law upon the note hereby secured
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall rustee 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 his own gross negligence or misconduct or that of the agents or employees of Trustee, a disc may require indemnities satisfactory to him before exercising any power herein given.
- 13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactor evide tee that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to an at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing, that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested on a store of the principal note and which purports to be executed by a prior trustee hereunder or 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 the makers thereof; and where the release is requested of the original trustee are he has never executed a certificate on any instrument identifying same as the principal note described herein; he may accept as the genum 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 the 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, shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second 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 Mortgagors and all persons claiming under or through draggors, and the word "Mortgagors" when used herein shall include all such 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 the within Trust Deed has been identified herewith under Identification No. \_\_\_\_\_

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