

246



TRUST DEED

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CTTC 1

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 28 1978 between Richard M. Cohen and Morris Weissman, a New York general partnership having an office at 320 Park Avenue, New York, New York herein referred to as "Mortgagors", and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the principal Promissory Note hereinafter described, and legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of One Hundred Sixty Two Thousand (\$162,000.00)

----- DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER ILLINOIS TOPPS REALTY CORP., an Illinois corporation and delivered, and by which said Principal Note the Mortgagors promise to pay the said principal sum on with interest thereon from until maturity at the rate of per cent per annum, payable semi-annually on the day of and of in each year; all of said principal and interest bearing interest after maturity at the rate of per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Illinois, as the holders of the note may, from time to time, in writing appoint and in absence of such appointment, then at the office of in said City,

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

and being more particularly described on Schedule A, which is attached hereto and made a part hereof

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a par 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 foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, 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 the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

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

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

WITNESS the hand and seal of Mortgagors the day and year first above written. [SEAL] [SEAL] [SEAL]

STATE OF ILLINOIS, } SS. I, a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of

who personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said Instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this day of 19 Notary Public

66-34040A

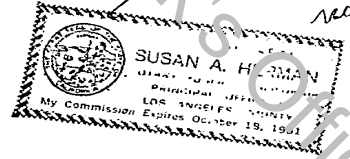
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Property of Cook County Clerk's Office

CALIFORNIA  
STATE OF ~~NEW YORK~~ )  
COUNTY OF ~~NEW YORK~~ ) : ss.:

*Los Angeles*  
I *Susan A. Heenan* the undersigned, a Notary Public, in and for the county and state aforesaid, do hereby certify that RICHARD COHEN and ~~MORRIS~~ personally known to me to be ~~all of the~~ general partners of the firm described within and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and ~~acknowledged~~ acknowledged that ~~as~~ as such general partners they signed and delivered the said instrument as general partners of said partnership pursuant to authority given by the partnership and as the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

*Susan A. Heenan*  
notary



COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
OCT 25 '78 1 08 PM

*Susan A. Heenan*  
RECORDS AND DEEDS

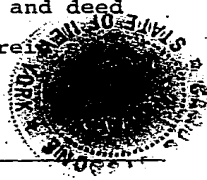
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UNOFFICIAL COPY

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

I, CAROL CICCONI the undersigned, a Notary Public, in and for the county and state aforesaid, do hereby certify that ~~RICHA~~ ~~COHEN~~ and MORRIS WEISSMAN, personally known to me to be ~~11 11 11~~ general partners of the firm described within and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and ~~personally~~ acknowledged that ~~and~~ as such general partners they signed and delivered the said instrument as general partners of said partnership pursuant to authority given by the partnership and as the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

*Carol Cicconi*



CAROL CICCONI  
NOTARY PUBLIC  
STATE OF NEW YORK  
COMMISSION EXPIRES MARCH 31, 1980

Notary's Office

24 687 908

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

1. Mortgagors shall (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 for 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 note; (d) complete within 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 ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

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 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 (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, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such receipts 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 insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 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 hereof, 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 last maturity rate set forth in the note securing this trust deed, if any, otherwise the pre-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 default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate 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.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option 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 and continue for three days in the payment of any interest or in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for 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 costs (which may be estimated as to items to be expended after entry of the decree) of procuring abstracts of title, title searches and examinations, title insurance 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 last maturity rate set forth in the note securing this trust deed, if any, otherwise the pre-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.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additions to that evidenced by the principal note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal note; 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 bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver 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 Mortgagors, 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. The protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

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

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, 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 the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. 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 hereof, 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 of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description 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 and it has never placed its identification number on the principal note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein of the principal note and which purports to be executed by the persons herein designated as makers, where such note shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any successor in Trust hereunder shall have the identical title, powers and authority as are herein given to Trustee.

14. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons 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 word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

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

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

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

MAIL TO: Prepared by Kass, Hoodkind, Wechsler & Herten 122 E. 122nd Street N.Y., N.Y. 10017 Attn: Stanley Queler PLACE IN RECORDER'S OFFICE BOX NUMBER

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

SCHEDULE A

ALL OF LOT 1 IN MARKHAM PROPERTIES, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 1969 AS DOCUMENT NUMBER 20808304 EXCEPT THAT PORTION OF SAID LOT 1 BOUNDED AND DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATED, LYING AND BEING IN PART OF LOT 1 IN MARKHAM PROPERTIES, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 1969 AS DOCUMENT NUMBER 20808304 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH WEST CORNER OF SAID LOT 1 AND RUNNING THENCE SOUTH ON THE WEST LINE THEREOF FOR A DISTANCE OF 96 FEET; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 119 FEET; THENCE NORTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 23 FEET; THENCE EAST ON A PARALLEL WITH THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 175 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1 A DISTANCE OF 55 FEET, THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 115 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1 A DISTANCE OF 451.53 FEET TO THE SOUTH LINE THEREOF; THENCE EAST ON THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 40 FEET; THENCE NORTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1 A DISTANCE OF 100 FEET; THENCE EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF LOT 1 IN SAID SUBDIVISION A DISTANCE OF 150 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1 A DISTANCE OF 100 FEET TO THE SOUTH LINE THEREOF; THENCE EAST ON SAID SOUTH LINE A DISTANCE OF 296.63 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE (THE FOLLOWING 5 COURSES BEING ALONG THE EASTERLY BOUNDARY OF LOT 1 IN SAID SUBDIVISION, NORTH A DISTANCE OF 152.86 FEET; THENCE NORTHEASTERLY A DISTANCE OF 4.75 FEET; THENCE NORTH A DISTANCE OF 160.25 FEET; THENCE EAST A DISTANCE OF 241.60 FEET TO THE MOST EASTERLY LINE OF SAID LOT 1; THENCE NORTHWESTERLY ON THE LAST DESCRIBED LINE A DISTANCE OF 169.88 FEET; THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 175 FEET; THENCE NORTH ON A LINE WHICH FORMS AN ANGLE OF 90 DEG WITH THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 100.02 FEET TO THE NORTH LINE THEREOF, THENCE WEST ON THE NORTH LINE OF LOT 1 IN SAID SUBDIVISION A DISTANCE OF 927.87 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

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RIDER TO DEED OF TRUST DATED August 28,  
1978 from Richard M. Cohen and Morris Weissman to ILLINOIS  
TOPIC REALTY CORP.

1. The note secured by this mortgage may be prepaid in full at any time or in part from time to time together with accrued interest to the date of prepayment but without premium or penalty. Each such partial prepayment shall be applied first to accrued interest and then in reduction of principal.

2. The mortgagor expressly waives and relinquishes all benefit that may accrue by virtue of any and every law made or to be made.

(a) Exempting the mortgaged property or any other property whatever, real, or personal, from attachment, levy or sale under execution of any part of the proceeds arising from any sale thereof.

(b) Staying execution or other process.

3. In case of any action, or in any proceedings in any court, to collect any sums payable or secured by this Mortgage, or to protect the lien of title herein of the mortgagee, or in any other case permitted by law in which attorney fees may be collected from the mortgagor, or charged upon the above-described property, the mortgagor agrees to pay reasonable attorney fees.

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4. The mortgagee agrees from time to time at the request of the mortgagor to release from the land covered by this mortgage a parcel of land upon the following conditions:

(a) The mortgagor shall upon each such release pay to the mortgagee by certified or bank check an amount equal to (i) in case a sale of the release parcel is pending, the greater of (x) 40% of the net proceeds of the sale, after provision for brokerage commissions, closing costs and real estate taxes paid on the release parcel by the mortgagor, or (y) the original principal amount of this mortgage multiplied by that fraction the numerator of which is the square foot area of the parcel requested to be released and the denominator of which is the total square foot area of the land originally covered by this mortgage (the "pro rata release price"), or (ii) in any other case, 125% of the pro rata release price, plus in each case accrued interest on that amount.

(b) Access from streets or roads directly to the land remaining under the coverage of this mortgage shall not be impaired, or the mortgagor shall grant the mortgagee an easement of such access in form reasonably satisfactory to the mortgagee.

(c) There shall at the date of any such release be no default by the mortgagor in the payment of

the principal of and interest on the indebtedness secured hereby or in the payment of real estate taxes.

(d) The release shall, at no cost or expense to the mortgagee, be effected in compliance with all applicable laws and regulations and shall not create or result in the creation with respect to either the released land or the land remaining under this mortgage of any condition of noncompliance with any such laws or regulations.

5. This mortgage is given on the condition that no action at law or in equity will be sought, instituted or prosecuted and no judgment or decree will be entered arising out of or in connection with this mortgage or the note referred to herein against the Mortgagor, any partner of the Mortgagor or any principal, disclosed or undisclosed, of the Mortgagor, or anyone in the nature of any of the foregoing, except to the extent any of those persons are necessary parties defendant in an action described in (ii) of the next paragraph and are named solely for the purpose of obtaining the foreclosure sought in such an action.

Subject to the limitation of remedies contained in the preceding paragraph, the preceding paragraph shall not be construed to (i) release or impair the indebtedness evidenced by the note or the lien of this mortgage or (ii) prevent the holder of this mortgage from foreclosing this



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mortgage and the interest of the Mortgagor and the partners and principals of the Mortgagor in the property secured thereby in accordance with the terms thereof.

6. Notwithstanding anything to the contrary in this mortgage, the mortgagee shall not accelerate the maturity of the indebtedness secured hereby nor foreclose this mortgage or exercise any power of sale for any default in the payment or performance of any obligation under the note secured hereby or this mortgage except a default in payment of interest on or principal of the note at the stated maturity of that note or a default in the covenant to pay real estate taxes and assessments, provided, if the real estate taxes and assessments on the mortgaged property which were due and payable prior to the date of this mortgage have not been paid, the default in that covenant as to such unpaid taxes and assessments or those levied in any subsequent tax year shall not be deemed to occur until a date three months prior to the last date on which the right, title and interest of the mortgagor in the mortgaged property could be released from a foreclosure sale or an action in the nature thereof, as a matter of right, by the payment of those taxes and assessments and the interest and penalties accrued thereon.

7. If all of any part of the mortgaged property shall be sold, transferred or otherwise conveyed (except

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subsequent to a release obtained pursuant to paragraph 6) the net proceeds of any such sale, transfer or conveyance shall be paid to the mortgagee and applied to the indebtedness secured by this mortgage, first to accrued interest and then to reduction of principal. If any part of the proceeds of the sale, transfer or conveyance consists of deferred payment obligations, the mortgagor shall assign those obligations to the mortgagee as additional security for the payment of the indebtedness secured hereby to be held on the same terms as this mortgage. If the next cash proceeds from time to time paid to the mortgagee are not sufficient to satisfy in full the indebtedness secured by this mortgage, the lien of this mortgage and the obligations of the mortgagor under the mortgage and the note secured hereby shall not be affected by any such sale, transfer or conveyance.

8. The mortgagee agrees from time to time at the request of the mortgagor to subordinate the lien of this mortgage to utility easements and to highway easements, or to release without consideration the lien of this mortgage in connection with a conveyance solely for a public highway, provided that if the Mortgagor shall receive any consideration for any conveyance or easement, the mortgagor shall promptly pay over the consideration to the mortgagee to be applied first to accrued interest and then to the principal of the mortgage.

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9. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, or otherwise to redeem this trust deed, on behalf of the mortgagor and each and every person (except the then holder or beneficiary of this trust deed and its designees) acquiring any interest in or title to the premises subsequent to the date of this trust deed.

10. The term "mortgagee" as used in this rider means the payee of the note secured hereby and their successors and assigns. The term "this mortgage" as used in this rider means this trust deed.

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**END OF RECORDED DOCUMENT**