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to deliver all policies, including additional or renewal policies to the Trustee or the holder(s) 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 the foreclosure of the Trust Deed the Court, in its decree, may provide that the Trustee clause attached to each of said insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said policies making them the sum due thereunder payable to said decree creditor; and any such foreclosure decree further may provide that in case of one or more redemptions under said decree, pursuant to statute in such case made and provided, then, and in every such case, each successor redeemer may cause the preceding loss clause attached to each insurance policy to be cancelled and a new loss clause to be attached thereto, making the sum due thereunder payable to such redeemer; in the event of a foreclosure sale the Trustee is hereby authorized, without the consent of the Mortgagor, to assign any and all insurance policies to the holder of the certificate of sale, or to take such other steps as the Trustee may deem advisable to cause the interest of the holder of the certificate of sale to be protected by any of said insurance policies; in case of loss, the Trustee, the holder(s) of the Note, the 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 the Mortgagor, or to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss; the Trustee or the holder(s) of the Note may, but need not, make any payment or perform any act hereinbefore set forth in any form and manner deemed expedient, and may, but need not, make any 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 file or claim thereof, or redeem from any tax sale or forfeiture affecting the 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 the Trustee or the holder(s) of the Note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to the 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 the rate of seven per cent per annum. Inaction of the Trustee or the holder(s) of the Note never shall be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph, and nothing herein contained shall be construed as requiring them, or any of them, to take any action permitted under this paragraph.

The Trustee, or the holder(s) 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.

At the option of the holder(s) of the Note and without notice to the Mortgagor its successors or assigns, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note (or interest coupons) or in this Trust Deed to the contrary, become due and payable immediately in the case of default in payment of principal or interest, or any installment thereof, when due in accordance with the terms of the Note (or interest coupons) or in performing any of the things required to be done by the Mortgagor pursuant to any provision of this Trust Deed or if foreclosure proceedings of any junior or other lien shall be instituted.

When the indebtedness hereby shall become due, whether by acceleration or otherwise, the Trustee, or the holder(s) of the Note 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 the Trustee or holder(s) of the Note for attorneys' fees, Trustees' fees, appraisers' fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after the entry of decree) of procuring all such abstracts of title, title searches, examinations, guaranty policies, Torrens certificates, and similar data, and assurances with respect to title as the Trustee, or holder(s) of the Note may deem to be reasonably necessary either to prosecute such suit or evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title or 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 the rate of seven per cent per annum, when paid or incurred by the Trustee, or holder(s) 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 a suit has 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; all regardless of whether or not tender thereaffer may be made of the entire indebtedness herein provided.

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 expense incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the hereof constituted secured indebtedness additional to that evidenced by the Note (and interest coupons) with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note (or interest coupons); fourth, any proceeds to Mortgagor its successors or assigns as their rights may appear. It shall not be obligatory upon the purchaser(s) at such sale to see to the application of the purchase money.

Mortgagor, guarantor of the Note secured hereby, or any person liable for or who shall assume the payment of the Note, hereby consents to the extending of the time of payment of the Note secured hereby (or of any installment thereof) that shall be granted by the holder(s) thereof, at any time or times, or any indulgences granted to any subsequent owner of the premises, and hereby expressly waives any notice of such extension or indulgence and shall, notwithstanding such extension or indulgences, continue liable thereon to the holder(s) thereof, and shall pay the same when due whether by the terms of such extensions and indulgences or by acceleration of such maturity as herein and in said Note provided.

Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which the complaint is filed may appoint a receiver of the premises. Such appointment may be made either before or after sale 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. 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 whether 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 receiver shall have all of the usual powers and duties of receivers in like or similar cases and all of the powers and duties that might be exercised by the Trustee in case of entry as hereinafter provided. The court from time to time may authorize said receiver to apply the net amounts in his hands in payment (in whole or in part) of any or all of the following items: (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 the premises; or (4) taxes, special assessments or any other lien or charge upon the 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 the Trustee, or of an officer or employee of, or any other person designated by the Trustee or its successors in trust, as such receiver.

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 holder(s) of the Note hereby secured and then outstanding the whole amount then due and payable on the Note for principal and interest, with interest on the overdue installments of principal at the rate of seven (7) per centum 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 procure 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 under the powers herein granted, may hold, operate, manage and control the premises and conduct the business thereof, either personally or by its agents, and Trustee at the expense of the premises from time to time may make all necessary or proper repairs, renewals, replacements, alterations, additions, betterments and improvements to the premises as to it may seem judicious, and may insure and reinsure the same, and may lease the premises 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 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 premises, 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 premises, 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 premises, 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, if any, of money arising as aforesaid as follows:

- (a) In case the principal of the Note (or any installment thereof) shall not have become due by its terms or by declaration, then to the payment of interest on the indebtedness outstanding, or to the remedying of any other default under this Trust Deed.
- (b) In case of the principal of the Note (or any installment thereof) shall have become due by acceleration or otherwise, first to the payment of interest on the indebtedness in accordance with the provisions hereof, and then without the payment of the principal amount remaining unpaid with interest thereon at the rate of seven (7) per cent 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 installment thereof) shall not have become due, and there exists no default in the payment of interest on the indebtedness, then to the remedying of any other default then existing.

Trustees shall have the right, although it shall not be required to do so, to remain in possession of the premises and to collect the rents, issues and profits therefrom, until the issuance of a Master's Deed to the premises, subsequent to the expiration of the

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statutory period of redemption from any sale of the premises, pursuant to any decree of foreclosure in any proceeding to foreclose the lien created by this Trust Deed, notwithstanding the sale of the premises 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 premises 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 therefore 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 gross negligence or misconduct.

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 taxes so as to make it obligatory upon the Trustee or the holder(s) of the Note to pay such tax, then the whole of the principal sum secured hereby, together with interest thereon, at the option of the Trustee, or the holder(s) of the Note, after thirty days notice to the Mortgagor shall become due and payable.

No lease of the premises shall be nullified or terminated by the appointment of a Receiver or by entry into possession of any Receiver of 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 the Note taken before maturity shall be affected as to the benefit of this security by any equity 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 the premises, superior to the lien hereof, and all mechanic's or other liens shall be inferior and subordinate to the lien hereof.

The covenants, agreements, conditions, promises and undertakings herein contained shall run with the land, shall extend to and be binding upon Mortgagor and any and all persons claiming by, through or under it, 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 the Trustee, its successors and assigns, and of the holder(s) of the Note.

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 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 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 of a different nature. Every remedy or right may be exercised from time to time and as often as may be deemed expedient by the Trustee, or the holder(s) of the Note secured hereby.

The Trustee, or the holder(s) of the Note shall have the right to inspect the premises at all times, and access thereto shall be permitted for that purpose. The Trustee has no duty to examine the title, location, existence or condition of the premises, nor shall the 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 the employees of the Trustee, and it may require indemnities satisfactory to it before exercising any power hereunder.

Trustee shall release this Trust Deed and the lien hereof, 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 the Note (with or without the coupons evidencing interest thereon), 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 a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the Note and which purports to be executed on behalf of Mortgagor; and where the release is required of the original trustee and it has never executed a certificate or any instrument identifying same as the Note described herein, it may accept as the genuine principal Note herein described any note which may be presented and which conforms in substance with the description herein contained of the Note and which purports to be executed on behalf of Mortgagor.

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 then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successors shall be entitled to reasonable compensation for all acts performed hereunder.

The invalidity of any one or more of the covenants, phrases, clauses 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, phrases, clauses, sentences, or paragraphs had not been inserted.

THIS TRUST DEED is executed by THE DROVERS NATIONAL BANK OF CHICAGO, 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 THE DROVERS NATIONAL BANK OF CHICAGO 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 principal note (or interest coupons) contained shall be construed as creating any liability on said Mortgagor or on said THE DROVERS NATIONAL BANK OF CHICAGO personally to pay the said principal 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 that so far as the Mortgagor and his successors and said THE DROVERS NATIONAL BANK OF CHICAGO personally are concerned, the legal holder(s) of said principal note (and interest coupons) and 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 principal note provided or by action to enforce the personal liability of the guarantor, if any.

DROVERS National Bank of Chicago, Successor Trustee  
to the Drovers National Bank of Chicago,  
Pursuant to Court Order, recorded 11/08/78  
Cook County, Document #24 707 924

DROVERS BANK OF CHICAGO

*Joseph H. Martin*

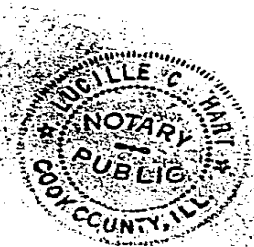
IN WITNESS WHEREOF, THE DROVERS NATIONAL BANK OF CHICAGO, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested, by its Assistant Secretary, the day and year first above written.

THE DROVERS NATIONAL BANK OF CHICAGO,  
As Trustee as aforesaid and not personally.

By *Joseph H. Martin* Asst. Vice-President  
ATTEST *Barry E. Sloat* Assistant Secretary

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State of Illinois }  
County of Cook } SS



I, Lucille C. Hart  
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Joseph H. Martin Asst. Vice-President of THE DROVERS NATIONAL BANK OF CHICAGO and

Barry E. Sloat Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 13 day of April,  
A.D. 1979.

*Lucille C. Hart*  
Notary Public  
13 Commission Expires July 10, 1980

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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 the Trustee named herein before the Trust Deed is filed for record.

BOX 538

**Trust Appn**

The principal note mentioned in the within Trust Deed has been identified herewith under Identification No. \_\_\_\_\_

THE DROVERS NATIONAL BANK OF CHICAGO  
as Trustee

Trustee

To  
HAMIL TRUST, SUITS &  
CHICAGO-TITLE-TRUST COMPANY  
Trustee

*Return to  
Bryce  
Pleander  
Debt Office*

THE DROVERS NATIONAL BANK OF CHICAGO  
1542 West 47th Street  
Chicago, Illinois 60609

20102662

FORM 883 CASWALLDEN & JOHNSON, INC., CHICAGO 60610

**END OF RECORDED DOCUMENT**