



TRUST DEED

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1980 AUG -8 PM 2:25

THE ABOVE SPACE FOR RECORDER'S USE ONLY

*Sidney H. Olson*

RECORDER OF DEEDS

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THIS INDENTURE, made August 5, 1980, between JAMES W. PATTERSON, Divorced and not since remarried.

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 holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of ONE HUNDRED SEVENTY-FOUR THOUSAND TWO HUNDRED NINETY-THREE AND 84/100-----(\$174,293.84)----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from August 12, 1980 on the balance of principal remaining from time to time unpaid at the rate of-----11.50%-----per annum in instalments (including principal and interest) as follows: SEVENTEEN HUNDRED

SEVENTY-ONE AND 64/100-----(\$1771.64)----- Dollars or more on the 1st day of September 19 80, and SEVENTEEN HUNDRED SEVENTY-ONE AND 64/100----- Dollars or more on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of August of 1988. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of-----11.50%----- per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago 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 OAK TRUST AND SAVINGS BANK in said City.

NOW, THEREFORE, the Mortgagors to 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 City of Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

SEE LEGAL DESCRIPTION OF CONDOMINIUM UNITS #13-A, 13-B, and 13-D, attached herewith and made a part hereof.

1304

COOK County Clerk's Office

PARCEL #1

UNIT NO. 13-A AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PCL"):

PARCEL 1: SUB-LOT 6 of LOT "A" IN SUBDIVISION OF LOT "A" IN BLOCK 1 AND OF LOT "A" IN BLOCK 2 IN CATHOLIC BISHOP OF CHICAGO SUBDIVISION OF LOT 13 IN BRONSON'S ADDITION, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 2: LOTS 7 and 8 IN THE SUBDIVISION OF LOT "A" IN BLOCK 1 IN THE SUBDIVISION BY THE CATHOLIC BISHOP OF CHICAGO OF LOT 13 IN BRONSON'S ADDITION TO CHICAGO ALL IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SAID SURVEY IS ATTACHED AS EXHIBIT "A" TO A CERTAIN DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NB&TC, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 10, 1973, AND A/K/A TR.77754, AND RECORDED IN THE OFFICE OF THE COOK COUNTY, ILLINOIS RECORDER OF DEEDS AS DOCUMENT NUMBER 22947005 TOGETHER WITH AN UNDIVIDED 1.624% PER CENT INTEREST IN SAID PARCEL FOR UNIT NUMBER 13-A RESPECTIVELY, (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNIT THEREON AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

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PARCEL #2

UNIT NO. 13-D AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PCL"):

PARCEL 1: SUB-LOT 6 of LOT "A" IN SUBDIVISION OF LOT "A" IN BLOCK 1 AND OF LOT "A" IN BLOCK 2 IN CATHOLIC BISHOP OF CHICAGO SUBDIVISION OF LOT 13 IN BRONSON'S ADDITION, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 2: LOTS 7 and 8 IN THE SUBDIVISION OF LOT "A" IN BLOCK 1 IN THE SUBDIVISION BY THE CATHOLIC BISHOP OF CHICAGO OF LOT 13 IN BRONSON'S ADDITION TO CHICAGO ALL IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SAID SURVEY IS ATTACHED AS EXHIBIT "A" TO A CERTAIN DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NB&TC, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 10, 1973, AND A/K/A TR.77754, AND RECORDED IN THE OFFICE OF THE COOK COUNTY, ILLINOIS RECORDER OF DEEDS AS DOCUMENT NUMBER 22947005 TOGETHER WITH AN UNDIVIDED 1.791% PER CENT INTEREST IN SAID PARCEL FOR UNIT NUMBER 13-D RESPECTIVELY, (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNIT THEREON AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

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PARCEL #3

UNIT NO. 13-B AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PCL"):

PARCEL 1: SUB-LOT 6 of LOT "A" IN SUBDIVISION OF LOT "A" IN BLOCK 1 AND OF LOT "A" IN BLOCK 2 IN CATHOLIC BISHOP OF CHICAGO SUBDIVISION OF LOT 13 IN BRONSON'S ADDITION, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 2: LOTS 7 and 8 IN THE SUBDIVISION OF LOT "A" IN BLOCK 1 IN THE SUBDIVISION BY THE CATHOLIC BISHOP OF CHICAGO OF LOT 13 IN BRONSON'S ADDITION TO CHICAGO ALL IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SAID SURVEY IS ATTACHED AS EXHIBIT "A" TO A CERTAIN DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NB&TC, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 10, 1973, AND A/K/A TR.77754, AND RECORDED IN THE OFFICE OF THE COOK COUNTY, ILLINOIS RECORDER OF DEEDS AS DOCUMENT NUMBER 22947005 TOGETHER WITH AN UNDIVIDED 1.624% PER CENT INTEREST IN SAID PARCEL FOR UNIT NUMBER 13-B RESPECTIVELY, (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNIT THEREON AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

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UNOFFICIAL COPY

Property of Cook County Clerk's Office

This Instrument was Prepared by:  
William T. O'Neill, Attorney-at-Law  
1000 North Rush Street  
Chicago, Illinois 60611

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 Mortgagees may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, motor 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 Mortgagees 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 Mortgagees the day and year first above written.

James W. Patterson [SEAL] [SEAL]

STATE OF ILLINOIS, I, the undersigned, whose name is subscribed to the foregoing instrument, appeared before me this day of 1980, and acknowledged that he signed, sealed and delivered the foregoing instrument of his own free and voluntary act, for the uses and purposes therein set forth.

County of Cook } SS. a Notary Public in and for residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT James W. Patterson, Divorced and not since remarried.

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day of 1980, and acknowledged that he signed, sealed and delivered the foregoing instrument of his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1980.

Notarial Seal

Form 807 Trust Deed - Individual Mortgagor - Secured One Instalment Note with Interest, Notary Public

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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 a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations to 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 or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance company 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 with 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 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 hereof, 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 attorney's 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 post maturity rate set forth in the note securing this trust deed, if any, otherwise the 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 presented 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 note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained, or See Attachment below
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 sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, 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 or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the 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 additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to 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 then be 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 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 for 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 or may 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, except as 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 present to Trustee the 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 herein contained of the 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 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 contained of the note and which purports to be executed by the persons herein designated as 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 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 Trustee.
15. 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 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.
16. 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 INSTALMENT 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. 653922  
**CHICAGO TITLE AND TRUST COMPANY,**  
 Trustee.  
 By [Signature]  
 Assistant Secretary/Assistant Vice President

MAIL TO:  
 OAK TRUST AND SAVINGS BANK  
 1000 NORTH RUSH STREET  
 CHICAGO, ILLINOIS 60611  
 PLACE IN RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES  
 INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE  
 1540 No. State Street  
 Unit #13-A, 13-B, & 13-P  
 Chicago, ILL. 60610

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## SUPPLEMENTAL AGREEMENT TO TRUST DEED

Reference is made to that certain Trust Deed dated August 5, 19 80 executed concurrently herewith by and between the undersigned ("Mortgagors"), and Chicago Title and Trust Company ("Trustee") as Trustee under a certain Trust Deed (the "Trust Deed"), which grants to Trustee a first mortgage lien on certain real estate located at 15 60 North State Parkway, Chicago, Illinois (the "mortgaged premises") to secure payment of the indebtedness evidenced by that certain installment Note referred to in the Trust Deed (the "Note"). The mortgaged premises are subject to a Declaration of Condominium recorded pursuant to the Condominium Property Act of the State of Illinois (the "Declaration" and the "Act" respectively), and reference is also made to all applicable covenants, restrictions, rules, regulations or by-laws which affect the mortgaged premises or the rights and duties of the Mortgagors with respect thereto (the "Governing Provisions").

The undersigned Mortgagors agree that the following covenants shall supplement and be a part of the provisions of said Trust Deed, and that the covenants of this Supplemental Agreement shall prevail over any conflicting provisions contained in said Trust Deed.

1. The Mortgagors shall not, except with the prior written consent of the holders of the Note, (a) vote for or consent to any modification of, amendment to or relaxation in the enforcement of any provision of the Declaration or Governing Provisions; (b) in the event of damage to or destruction of the property of which the mortgage premises are a part, vote in opposition to a motion to repair, restore or rebuild; (c) waive any notice required to be given under the Declaration, Governing Provisions or Act; (d) vote or consent in any case in which, under the Declaration, Governing Provisions or the Act, the unanimous consent or unanimous vote of the holders of condominium units is required; (e) institute any action or proceeding for partition of the property of which the mortgaged premises are a part; and (f) consent to or vote in favor of the termination of the mortgaged premises from the provisions of the Act or to any changes therein.

2. It shall constitute a default under the Trust Deed if the Manager, Board of Managers or Mortgagors fail to maintain in full force and effect a policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements for the full insurable replacement value of the common elements and the units subject to the Declaration. Such policy or policies shall be written in the name of, and the proceeds thereof shall be payable to the Manager or Board of Managers, as Trustee, for each of the unit owners in the percentages established in the Declaration, and to the respective mortgagees of the unit owners, as their interests may appear. The Trustee and the holders of the Note shall, if the proceeds of insurance, collectible by the manager or Board of Managers are sufficient to repair or restore such common elements and units, permit the proceeds of such insurance affecting the mortgaged premises to be disbursed for the purpose of repairing or restoring damage thereto. Said policy or policies shall provide for separate protection for each unit and its attached, built in or installed fixtures and equipment to the full insurable replacement value thereof, and with a separate loss payable endorsement in favor of the mortgagee or mortgagees of each unit. Such policy or policies shall provide that the policy or policies may not be cancelled except upon 10 days' prior written notice to the holders of the Note and shall provide that the insurer shall waive any right to repair, rebuild or replace the mortgaged premises, in lieu of making a monetary settlement therefor, if a decision is made not to repair, reinstate, rebuild or restore the damage or destruction.

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3. The Mortgagors shall pay when due all payments to the maintenance and reserve funds and all assessments as required by or imposed pursuant to the Declaration or Governing Provisions (and shall upon written request, furnish to the Trustee or holders of the Note duplicate receipts therefor), and shall keep and perform each and every covenant, agreement and provisions to which the Mortgagors are subject under the Act, Declaration and Governing Provisions and shall promptly deliver to the Trustee or holders of the Note a full and correct copy of each and every notice of default received by the Mortgagors with respect to such payments, covenants, agreements and provisions. In the event of Mortgagors' default as described above, the Trustee or Holders of the Note may, but need not, make any payment (relying on any bill, statement or estimate without inquiry into the accuracy thereof), or perform any act and shall be authorized to enter upon the mortgaged premises for this purpose.

4. Taxes and insurance premiums are to be prorated monthly and such prorated sum is to be paid in addition to the monthly payments stated in the Trust Deed, at the time and place the above monthly payments are made.

5. Item 6. of Page 2 of the Trust Deed is hereby amended by adding the following language: "or (c) immediately upon the death of any of the makers and/or guarantors of the Note, or (d) subject to the provision for partial release of this Trust Deed as provided in the Note executed by this Trust Deed, immediately upon any sale, assignment, transfer or conveyance of the real estate subject to the Trust Deed.

Mortgagors agree to perform and abide by the covenants contained herein as well as the covenants contained in the Trust Deed, and further agree that any breach of the covenants contained herein shall be a breach of the covenants contained in said Trust Deed and shall entitle the Trustee and the holders of the Note to all of the rights and remedies, including acceleration of the unpaid principal balance of the Note, provided by said Note and Trust Deed. All terms used herein which also used in the Trust Deed shall have the same meaning as in said Trust Deed.

*James W. Patterson*  
James W. Patterson

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