UNOFFICIAL COPY

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State of Illinois, County of ss. I, the undersigned, a Notary Public in and for said in the State aforesaid, DO HEREBY CERTIFY that wife personally known to me to be the same person. Whose name subscribed to the foregoing instrument, appeared before me this day in person and active and voluntary act, for the uses and purposes therein set forth, including the relevance of the right of homestead. Given under my hand and official seal, this other commission expires This instrument was prepared by Prepared By: Jack R. Haugen, Asst. Vice President Albany, Fank in American Company N. A. ADDRESS OF PROPERTY. ADDRESS OF PROPERTY. ADDRESS OF PROPERTY. ADDRESS OF Campbell Avenue	PRINT OR		(Seal Wilfred Vi	llanueva (Col)
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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 lien 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 a previously consented to in writing by the Trustee or holders of the note.
- 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 flightning and windston update policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replace or reparting the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insuran policies payable, in case of two or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard me gage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and case of insurance about to exite shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default the infrustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any for i an Imanner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, a download, the principal or interest on prior encumbrances, if any, a download, the principal or interest on prior encumbrances, if any, a download, the principal or interest on prior encumbrances, if any, a download, the principal or interest on prior encumbrances, if any, a download, the principal or interest on prior encumbrances, if any, a download, the principal or interest on prior the prior proposes herein authorized and all expenses paid or incurred in oh, ction therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the note to protect the money and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be tyen, nall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest the corr at the rate of eight per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right acer unit to them on account of any default hereunder on the part of Montgagors.

 5. The Trustee or the bedders of the next possess the property secured making any payment hereby authorized relating to taxes or assessments. May
- 5. The Trustee or the holders of the rot nereby secured making any payment hereby authorized relating to taxes or assessment coording to any bill, statement or estimate procur. From the appropriate public office without inquiry into the accuracy of such to restimate or into the validity of any tax, asse sme it, sale, forfeiture, tax lien or tille or claim thereof.
- 6. Mortgagors shall pay each item of indebted, 1, h. ein mentioned, both principal and interest, when due according to the terms hereof.

 At the election of the holders of the principal note, and sithout notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust P. ec. 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 Mortgagorsheric nontained.
- herein contained.

 7. When the indebtedness hereby secured shall become out the hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to 1: " to the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to 1: " to the lien hereof, there shall be allowed and included as additional included as a times to be expenses which ray to 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 documentar and in perfect of the successive states of the little searches and examinations, guarantee policies. Torrens certificates, and similar data and assurance with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to proceute such suit or to evidence to hidde a naviale which may be had pursuant to such decree he true condition of the title to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and vash! with interest thereon at the rate of eight per cent of probable and bankruptcy proceedings, to which either of them shall be a party, existence of the probable and the probable and bankruptcy proceedings, to which either of them shall be a party, existence and the probable and the probable and bankruptcy proceedings, to which either of them shall be a party, existence and the probable of a probable and party to proceedings, to which either of them shall be a party, existence and the probable of the probable of them shall be a party, existence and party proceedings, to w
- 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 a circum under in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to the ended by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any local posts 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 Trust Deed, the Court in what such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without results of the solvency or insolvency of Morrgage is at the time of application for such receiver and without regard to the then value of the premise is whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver has, in sepower 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 deficienty, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgagus. Seep for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary of the time transport of such receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtednesses and before the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtednesses and before the protection of the Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lier hereof or of such decree (provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 10 No action for the enforcement of the lien of this Trust Deed 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 the et shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, no, shall Trustee be obligated to this Trust Deed or to exercise any power herein μ en unless expressly obligated by the terms hereof, nor be liable for any acts or observable, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require installactory 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 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 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 a certificate of identification purporning to be executed by a prior trustee interended 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 and he has never executed a certificate on any instrument identifying same as the principal note described herein, he 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 principal note and which purports to be executed by the persons herein designated as makers thereof.

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 Mortgagors, 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.

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