



1. Until the indebtedness aforesaid shall be fully paid, and in case in the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) 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; (3) pay when due the 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 liens or charges; (4) complete within a reasonable time any building or buildings now or at any time in the future to be erected upon said premises; (5) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches, all general taxes and assessments, special assessments, water charges, sewer service charges, and other charges against the premises, when due, and upon written request furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacement or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable in case of loss or damage, in 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 to deliver all policies, including additional and renewal policies, to holders 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; then Trustee or the holders 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 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 on title or claim thereon, or redemptive 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 attorneys' fees and disbursements incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgage 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 the then highest rate permitted by law, fraction of Trustee or holders of the note shall need be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

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

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, 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 in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. 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 for foreclosure, and the costs and charges of such foreclosure shall be added 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, stenographic charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) for such abstracts as well as the searches and examinations, guarantee 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 condition of the title to or the value of the premises. All expenditures and expenses of the nature of this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the then highest rate permitted by law, when paid or incurred by Trustee or holders of the note in connection with (a) any proceedings, including private 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 the preparations for the coming 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.

5. 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 costs 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 First Party, its legal representatives or assigns, as their rights may appear.

6. 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 either before or after the filing of the bill, and without prejudice to the application of the provisions of this paragraph to such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the time when appointed, 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 First Party, its successors or assigns, 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 a proceeding, 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: (1) 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; (2) the deficiency in case of a sale and deficiency.

7. 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.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, not 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.

9. 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, present and exhibit to Trustee the duly executed and acknowledged assignment of the note secured hereby, and such 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, transferee or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party, and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, Trustee 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 on behalf of First Party.

10. 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 of act of Trustee, the then Recorder or 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, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.

11. Without the prior written consent of the holder or holders of the note secured hereby, the Mortgagee shall not convey or encumber title to the premises herein involved. The holder or holders of the note secured hereby may elect to accelerate the entire unpaid principal balance as provided in said note for breach of this condition and no delay in such election after actual or constructive non-compliance with the condition shall be construed as an election of acceleration in any such conveyance or encumbrance. Assignment of the beneficial interest in the First Party Trust by the present holder or holders of the beneficial interest thereof shall be considered a conveyance in the purpose of this paragraph.

12. This Trust Deed shall secure any future advances made by the Mortgagee, for any purpose, at any time before the release and acceleration of this mortgage, but at no time shall this mortgage secure advances on account of said note and such additional advances in a sum in excess of Thirteen Thousand Two Hundred and no/100's (\$ 13,200.00) provided that nothing herein contained shall be considered as limiting the amounts that shall be secured hereby with an advance in full security or in accordance with covenants contained in the mortgage.

THIS TRUST DEED is executed by the BRIDGEVIEW BANK & TRUST COMPANY, Bridgeview, Ill., 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 BRIDGEVIEW BANK & TRUST COMPANY, Bridgeview, Ill., hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that neither herein or in said note contained shall be construed as creating any liability on the First Party or on said BRIDGEVIEW BANK & TRUST COMPANY, Bridgeview, Ill., personally to pay the said note or any interest that may accrue thereon, or any indebtedness secured 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 First Party and its successors and said BRIDGEVIEW BANK & TRUST COMPANY, Bridgeview, Ill., personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing 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 note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS whereof, BRIDGEVIEW BANK & TRUST COMPANY, Bridgeview, Ill., 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 and attested by its Secretary, the day and year first above written.

BRIDGEVIEW BANK & TRUST COMPANY, BRIDGEVIEW, ILLINOIS, As Trustee as aforesaid and not personally, under trust No 1-1044  
By Peter E. Hales VICE-PRESIDENT  
Attest Marie A. Arnold SECRETARY

STATE OF ILLINOIS  
COUNTY OF Cook SS  
Edwina Gaskin

I, Edwina Gaskin, Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Peter E. Hales Vice-President of the BRIDGEVIEW BANK & TRUST COMPANY, BRIDGEVIEW, ILLINOIS, and Marie A. Arnold Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such Vice President, and 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 and as the free and voluntary act of said Bank, as aforesaid, for the uses and purposes therein set forth, and that the Secretary, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Secretary's 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 3rd day of July, 1981

IMPORTANT  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THIS INSTRUMENT SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.  
The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No 551  
BRIDGEVIEW BANK AND TRUST COMPANY, BRIDGEVIEW, ILLINOIS  
By Robert C. Cottrell President

25931535

# UNOFFICIAL COPY

Rider to TRUST DEED — Dated July 3, 19 81.

Maker: Bridgeview Bank and Trust Company, as Trustee under Trust Agreement

Dated June 26, 19 81, and known as Trust # 1-1044.

The undersigned agree to pay to the Bridgeview Bank and Trust Company (Bank) on each monthly payment date an additional amount equal to one-twelfth (1/12th) of the annual taxes and assessments levied against the mortgaged premises, and one-twelfth (1/12th) of the annual premiums for insurance carried in connection with said premises, all as estimated by the Bank. As taxes and assessments become due and payable and as insurance policies expire, or premiums thereon become due, the Bank is authorized to use such moneys for the purpose of paying such taxes or assessments, or renewing insurance policies or paying premiums thereon, and in the event such moneys are insufficient for such purpose the undersigned agree to pay the Bank the difference forthwith. It shall not be obligatory upon the Bank to inquire into the validity or accuracy of any of said items before making payment of the same and nothing herein contained shall be construed as requiring the Bank to advance other moneys for said purposes nor shall the Bank incur any personal liability for anything it may do or omit to do hereunder.

A late charge on payments made more than 15 days after due date of the month due shall be charged at the maximum rate permissible by law.

25931535

BRIDGEVIEW BANK & TRUST COMPANY, BRIDGEVIEW, ILLINOIS, as Trustee as aforesaid and not personally.

By [Signature] under trust No. 1-1044 VICE PRESIDENT  
Attest [Signature] SECRETARY

Identification No. 551

BRIDGEVIEW BANK AND TRUST COMPANY  
By [Signature] President

END OF RECORDED DOCUMENT