UNOFFICIAL COPY

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THIS INDENTURE, mode _ January 28		1983 FEB 2 AM 9-10054 CALL A SALE	
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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 mechanics lies or liens in favor of the United States or claims for lien not expressly buordinated 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 as previously consented to in writing by the Trustee or holders of the note.
- 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 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 fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same 't to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in ase 'I 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 at chee to each policy, and shall deliver all policies, including additional and rewal 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 defend therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in ary to main manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances. If ary, any purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or fortie in a full manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances. If ary, any purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem the prior to the purposes herein authorized and all expenses paid or incurry in connection therewith, including reasonable autorneys fees, and any other moneys advanced by Trustee or the holders of the note to protect on the traged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized and which interes it we in a the rate of nine per cent per annum, linaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on coon. If any default hereunder on the part of Mortgagors.
- 5. The Trustee or the holders of the note 'creby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate per circle from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any its., a 'esser-int, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of influences are interested to the contract of the observation of the holders of the principal note, and "me ut 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 in payment of principal or interest, or in case default shall occur and "me of the days in the performance of any other agreement of the Mortgagors herein contained.
- herein contained.

 7. When the indebtedness hereby secured shall become due v. ethe. by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to for close it: 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! reclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses whit. y h— and 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 in dependence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of procuring all benefits and sale reading the procured of the procure of the procured of the procure of th
- 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 leosts and expenses incident to the foreclosure proceedings, including all such items as are me, tion: in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to have, and need by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any overp is to fortgagors, 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 which such or aplaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without red of the soleway of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or act if the same shall be then ecupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver hall ave powr 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 deficient suring the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the creative receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are us a in su h cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court for a 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 secures hereby, by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien have of 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 wood 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 primitted for that purpose.
- 12. 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, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory 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 trustees, successor trustees may accept as the genuine note herein described any note which bears extificate of identification purporting to be executed by a prior trustee hereindeer 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 herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note herein described and vote the principal note herein described 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 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.

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The Installment Note mentioned in the within Trust Deed has been

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.

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END OF RECORDED DOCUMENT