UNOFFICIAL COPY

(Monthly Payments including interess) 26665335 LA — fisct 10.20 THIS INDENTURE, made	, >	TRUST DEED (ILLINOIS)	COOR COUNTY A SE
THIS INDENTURE, madeintra_02-g3	2723	U	
THIS INDENTURE, made	LN 35 101 5.		26665335 - A - Rec 10.20
between Robert L. Witchell 2 Flizzhoth Witchell Als vife GO24 S. Eherhant Chicago HV RO NOGERED MAY Mongapen and Beneficial CHV RO NOGERED MAY Mongapen and Beneficial CHV Both Gondon Gondon May Mongapen and Beneficial CHV Both Gondon May Mongapen and Beneficial CHV Both Gondon May Mongapen and Mongapen are jettly indeuted by Mongapen and Mongapen	-	don as a	
between Robert L. Hitchell & Elizabeth Nitchell Add Not Street GOL S. Flor hark (GIV) GATS Don Gambs Don Gambs The Ave. Suite 50th Maywood, 511. GO155. (GIV) GATS Don Gambs The Ave. Suite 50th Maywood, 511. GO155. (GIV) GATS The Above Space For Recorder's Use Only The Ab	THIS INDENTURE	made	
his wife (6.60%). The whost College (1.70%) (1	between <u>Rober</u>		26665335
herein referred to as "Montageon," and	his	wife	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
herein referred to as "Montageon," and	6024	S. Eherhart Chicago III	
herein referred to as "suit," wineseath: That Whereas Mortagon are justly indebted to the particular of the suit of the particular of the suit of the	herein referrate as	'Mortgagors," and	
herein referred to as "suit," wineseath: That Whereas Mortagon are justly indebted to the particular of the suit of the particular of the suit of the	1701_S1	a Ave. Suite 304 Maywood, Ill. 60153	
Delians on the 15th days of April 15th 15th 200 April 25th 20	herein referred to as '	Trust e," witnesseth: That Whereas Mortgagors are justly indebted	The Above Space For Recorder's Lice Only
DeMonterCode and Control of the code of a payable in installaneus as follows: One hundrod a source of the first of the payable in passable in installaneus as follows: One hundrod sixty four & One	herewith, executed by note Mortgagors prop	Mort , 20 s, made payable to Bearer and delivered, in and by which	Simple Southern Co. I.
Dollars on the 1st story of each and every mon a shi review until said one is fully paid, except that the final payment of principal and intrest, if not sooner paid the story of each and every mon a shi review until said one is fully paid, except that the final payment of principal and intrest, if not sooner paid the story of th	Dollars, and interest i	rom 6 29/83 on the balance of principal from	White Control (8045 00)
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NAKOTIONG AND ALLES OF THE ALLE	uic	of each and every mon in the reafter until said note is fully said, success at	t-ast. A s
made payable at Fidelity Financial Services Inc. Fidelity Financial Services Inc.	Makethick and Joseph	Colores by the company of close to the payment on Acco	not by the inclemental engineering of participated by the property has a property to
which with the property hereinafter described, is referred to herein as the "premies." Lot 41 and 42 in Block 2 in John J. Pichell's South Fast, Suprement South 1 in Naher's Subdivision of the South Fast, Quarter of Section 15, Township 36 North, Range 14, East of the Third Principal Meridian. Lot 41 and 42 in Block 2 in John J. Pichell's South Fast, Quarter of Section 15, Township 36 North, Range 14, East of the Third Principal Meridian. Lot 41 and 42 in Block 2 in John J. Pichell's South Fast, Quarter of Section 15, Township 36 North, Range 14, East of the Third Principal Meridian. Lot 41 and 42 in Block 2 in John J. Pichell's South Fast, Quarter of Section 15, Township 36 North, Range 14, East of the Third Principal Meridian. Lot 41 and 42 in Block 3 in John J. Pichell's South Fast, Quarter of Section 15, Township 36 North, Range 14, East of the Third Principal Meridian. Lot 41 and 42 in Block 2 in John J. Pichell's South Fast, Quarter of Section 15, Township 36 North, Range 14, East of the Third Principal Meridian. Lot 41 and 42 in Block 3 in John J. Pichell's South Fast, Quarter of Section 15, Township 36 North, Range 14, East of the Third Principal Meridian. Lot 41 and 42 in Block 3 in John J. Pichell's South Fast, Quarter of Section 15, Township 36 North, Range 14, East of the Third Principal Meridian. Lot 41 and 42 in Block 3 in John J. Pichell's South Fast, Quarter of Section 15, Township 36 North, Range 14, East of the Third Principal Meridian. Lot 41 and 42 in Block 3 in John J. Pichell's South Fast, Quarter of Section 15, Township 36 North, Range 14, East of the Third Principal Meridian. Lot 41 and 42 in Block 4 in John J. Pichell's South Fast, Quarter of Section 15, Township 36 North, Range 14, East of the Third Principal Meridian. Lot 41 and 42 in Block 5 in John J. Pichell's South Fast, Quarter of Section 15, Township 36 North, Range 14, East of the Third Principal Meridian Meri		Transfer Tra	or the per cent per annum, and all such payments being
and positional continues of more days, which of notice, and that all praints who severally wave presentment for payment, notice of dishonor, protest and notice or protest. NOW THEREFORE, to secure the payment of the said principal sume on mon y and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed, and the performance of the view of	holder of the note may	from time to time, in writing appoir, we ich note further provides that	t at the election of the legal holder the read as the legal
which, with the property hereinafter described, is referred to herein as the "premises," Offerther with all improvements, tenements, easements, and aprofess are pledged primarily and on a parity win as a freal estate and and other and all immunes and solitoring (whether single units or centrally southern there) is a property hereinafter described, is referred to herein as the "premises," Ward AND TO HOLD best by Morgagors or the isages were the carried therein or not, and it is agreed that all buildings and additions and all similar or other aparts. The reference and hereby expressly focusions, shall be part of the mortgagor of the mortgagors by the respective of the mortgagors of the mortgagor of the mortgagors of the m	case default shall occur	ag unpaid thereon, together with accured interest thereon, shall become rin the payment, when due, of any instailment of principal or interest in	ne at once due and payable, at the place of payment aforesaid, i
NOW THEREFORE, to secure the payment of the said principal sum of mony and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed, and the performance of the overain and agreements thereic notatinately, by the Mortagors to the beerformed as a story, in the following Gaster bereaf the state; right, title and in the truster, its or to successor and assigns, the following Gaster bereaf that the call of the truster, its or the successor and assigns, the following Gaster bereaf that the call of the first state; lying and being in the City of Chicago CODNYO COOK AND STATE OF ILLINOIS, to will want to the control of the City of Chicago CODNYO COOK AND STATE OF ILLINOIS, to will be control to the control of the City of Chicago CODNYO COOK AND STATE OF ILLINOIS, to will be control to the control of the City of Chicago CODNYO COOK AND STATE OF ILLINOIS, to will be control to the control of the City of Chicago Codn Codn Codn Codn Codn Codn Codn Cod	expiration of said thre	e days, without notice), and that all parties the severally waive pro	t Deed (in which event election may be made at any time after the
also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, Morngagors by these Sections of Coloradors and assigns, the following each before the state and all of their estate, right, title and interest thereis situate, lying and being in the City of Chicago CONTYOF Cook AND STATE OF ILLINOIS, to will will be compared the compared to t	NOW THEREFO	TRE to recure the norman each and the second of the second	
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articles hereafter placed in the premises by Mortness by Felax and waive. The name of a record owner is: Robert L. Mitchell and Elizabeth Hitchell his wife 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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortness hereins by reference and hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortness hereins with the state of Illinois. Without a Multiple (Seal PRINT OR Robert L. Mitchell (Seal PRINT OR Robert L. Mitchell (Seal PRINT OR Robert L. Mitchell (Seal Mitchell M	and air conditioning f	xtures, apparatus, equipment or articles now or hereafter therein or the	ereon used to supply heat, gas, water light, lower refrigeration
TO HAVE AND TO HOLD the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises. TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the purposes, and upon one use: and trust 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 under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits under and hereful by reference and hereful by reference and hereful part and thereful by reference and hereful part and a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs successors and assigns. Witness the hands and seals of Mortgagors the day and year first above written. PLEASE PRINTOR PRINTOR Robert L. Mitchell Scal Signature(S) Signature			
The name of a record owner is: Robert L. Nitchell and Elizabeth Mitchell his wife This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this Trust Deed) are incorporate herein by reference and hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs successors and assigns. Witness the hands and seals of Mortgagors the day and year first above written. PLEASE PRINT OR Robert L. Mitchell (Scal) PRINT OR Robert L. Mitchell (Scal) State of Illinois, County of Cook in the State aforesaid, DO HEREBY CERTIFY that Robert L. Nitchell & Elizabeth Nitchell MPRESS SEAL personally known to me to be the same person whose names are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument are right of homested. Given under my hand and official seal, this 23rd Commission expires October 28th 1985. Charles R. Maggorier Notary Public Nota	TO HAVE AND	TO HOLD the premiers at a start	part of the morigaged premises.
herein by reference and hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs successors and assigns. Witness the hands and seale of Mortgagors the day and year first above written. Witness the hands and seale of Mortgagors the day and year first above written. PLEASE PRINTOR Robert L. Mitchell Elizabeth Mitchell SIGNATURE(S) SELOW SIGNATURE(S) SEAL PERSONAL PROBERT STATE AND HEREBY CERTIFY that Robert L. Mitchell & Elizabeth Mitchell MPRESS SEAL PERSONAL WROWN to me to be the same person whose names are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as right of homestead. Given under my hand and official seal, this 23rd day of the uses and purposes therein set forth, including the release and waiver of the Commission expires October 28th 1985. (NAME AND ADDRESS) NOTATION OF THE TOWN OF THE PROVISION OF TH	Mongagors do hereby	expressly release and waive	puon caws of the state of funois, which said rights are benefit:
Witness the hands and seals of Mortgagors the day and year first above written. PLEASE Robert L. Mitchell Elizabeth Mitchell (Scal) PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) State of Illinois, County of Cook ss., I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Robert L. Mitchell & Elizabeth Mitchell IMPRESS SEAL personally known to me to be the same person whose names are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as right of homestead. Given under my hand and official seal, this 23rd day free and voluntary act, for the uses and purposesytherein set forth, including the release and waiver of the Commission expires October 28th 1985. This instrument was prepared by lessie Vercillo 1701 S. 1st Ave. Snite 304 Maywood, Ill 60153	The name of a record of This Trust Deed of	owner is: Robert L. Mitchell and Elizabeth	Witchell his wife
Witness the hands and seale of Mortgagors the day and year first above written. PLEASE PRINT OR POPERT I. Mitchell State of Illinois. County of in the State aforesaid, DO HEREBY CERTIFY that MPRESS SEAL HERE Personally known to me to be the same person whose names are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument are right of homestead. Given under my hand and official seal, this 23rd Commission expires October 28th 1985. CHARLES Maggorier Notary Public N	herein by reference are successors and assigns.	id hereby are made a part hereof the same as though they were here	g on page 2 (the reverse side of this Trust Deed) are incorporated set out in full and shall be binding on Mortgagors, their heirs.
PRINT OR PRINT OR PRINT OR Robert L. Mitchell State of Illinois. County of Cook in the State aforesaid, DO HEREBY CERTIFY that HERE Personally known to me to be the same person S SEAL HERE appeared before me this day in person, and acknowledged that Their first of homestead. Given under my hand and official seal, this PRINT OR Robert L. Mitchell Robert L. Mitchell & Elizabeth Mitchell Mitchell & Elizabeth Mitchell Mitchell Robert L. Mitchell & Elizabeth Mitchell Mitchell	Witness the hands	and seals of Mortgagors the day and year first above written.	E/ 1 = 20 = 0
TYPE NAME(S) BELOW SIGNATURE(S) State of Illinois, County of Cook in the State aforesaid, DO HEREBY CERTIFY that Robert L. Mitchell & Elizabeth Mitchell IMPRESS SEAL personally known to me to be the same person whose names are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as right of homestead. Given under my hand and official seal, this 23rd day right of homestead this day in person and acknowledged that they signed, sealed and delivered the said instrument as right of homestead. Given under my hand and official seal, this 23rd day right of homestead. Given under my hand and official seal, this 23rd day right of homestead. Their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the commission expires October 28th 1985. Commission expires October 28th 1985. Charles R. Maggoner Notary Public Notary Public Name AND ADDRESS)			Segalety Mileskell (Seal)
State of Illinois, County of Cook ss., I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Robert L. Nitchell & Elizabeth Nitchell his wife IMPRESS SEAL personally known to me to be the same person whose names are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as right of homestead. Given under my hand and official seal, this 23rd commission expires October 28th 1985. This instrument was prepared by leslie Vercillo 1701 S. 1st Ave. Shite 304 Maywood, Ill 60153	TYPE NAME(S)	- SUBERT II. MITCHALL	EXIZADETH Mitchell
State of Illinois, County of Cook ss., l, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Robert L. Mitchell Elizabeth Nitchell his wife IMPRESS SEAL personally known to me to be the same person whose names appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as right of homestead. Given under my hand and official seal, this 23rd right of homestead. Given under my hand and official seal, this 23rd right of homestead. Their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the commission expires October 28th 1985. Charles R. Maggorier Notary Public Name AND ADDRESS)	SIGNATURE(S)	(Seal)	(Seal)
in the State aforesaid, DO HEREBY CERTIFY that Robert L. Nitchell & Elizabeth Nitchell MPRESS SEAL personally known to me to be the same person whose names are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as right of homestead. Given under my hand and official seal, this 23rd commission expires October 28th 1985. This instrument was prepared by leslie Vercillo 1701 S. 1st Ave. Stille 304 Maywood, Ill 60153	State of Illinois, Count	vof _ Cook	
SEAL personally known to me to be the same person \$\frac{8}{200}\$ whose name \$\frac{8}{200}\$ are subscribed to the foregoing instrument as appeared before me this day in person, and acknowledged that \$\frac{1}{200}\$ the uses and purposes therein set forth, including the release and waiver of the green under my hand and official seal, this \$\frac{25}{200}\$ the uses and purposes therein set forth, including the release and waiver of the green under my hand and official seal, this \$\frac{25}{200}\$ the uses and purposes therein set forth, including the release and waiver of the green under my hand and official seal, this \$\frac{25}{200}\$ the under my hand and official seal, this \$\fra			t L. Mitchell & Elizabeth Mitchell
Their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the commission expires October 28th 1985. This instrument was prepared by leslie Vercillo 1701 S. 1st Ave. Snite 304 Maywood, Ill 60153 (NAME AND ADDRESS)	SEAL	personally known to me to be the same person S whose na	meS are subscribed to the foregoing instrument.
Given under my hand and official seal, this 23rd day during 19.85 Commission expires October 28th 19.85 This instrument was prepared by leslie Vercillo 1701 S. 1st Ave. Snite 304 Maywood, Ill 60153 (NAME AND ADDRESS)	- 14-1 14-	Their free and voluntary act, for the year and any	
Commission expires October 28th 1985. Charles R Maggorier Notary Public Strike 304 Maywood, Ill 60153 (NAME AND ADDRESS)	Circuit in	-	posessincrein set forth, including the release and waiver of the
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(NAME AND ADDRESS)	•	leglis Vanish Charles R Mar	goder Notary Public
Mail this instrument to Fidelity Financial Services, Inc.	Mail this instrument to	(NAME AND ADDRESS)	Sulte 504 Maywood, Ill 60153
	On process	1701 S. 1st Ave. Suite 304 Marve	ood Illinois 60153

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 orther 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 as 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 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 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, 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 require? If Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior er "mbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from "ay 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 e pen es paid or incurred in connection therewith, including reasonable autorneys 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 here authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable with too ce and with interest thereon at the rate of nine per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any 1,2,1,2,2,3, ing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trus, e.g., the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, star ment 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.
- 6. Mortgagors shall page in item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without 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 lefault shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secure 3, all become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee sh 1 have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortga, a debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expendit the and expenditure and expenses which may be paid or incurred by or no health of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, or may for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended the entire of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and sum' are that and assummances 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 to or the value of the premises. In accuracy all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and im accasely due and payable, with interest thereon at the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection vit (a) are action, suit or preciseing, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintif, clau, ant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for it. force? sure hereof after accrual of such right to forcelose whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be a triou ed 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 indebte to as "blittonal to that evidenced by the note hereby secured, with interest thereon as herein provided; hird, all principal and interest remaining unuid; ourth, any overplus 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 Dec. 1, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, with two, notice, without regard to the solvency or insolvency of Mortagors at the time of application for such receiver and without regard to the sale of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such re eiver 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 for redemption, whether there be redemption or not, as well as during any further time, when by argagors, 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 air ere of. 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 included sesses secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become, special 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.
- 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 thereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee e 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 fast are 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 the all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the requist of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all into the hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor it is a 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 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.
 - 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, Roger Stockmo 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.

The Installment Note mentioned in the within Trust Deed has been

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.

identified herewith under Identification No.					
	Don Combs				
	Trustee				

END OF RECORDED DOCUMENT