

TRUST DEED

26101346

THE ABOVE SPACE FOR RECORDERS USE ONLY

This Indenture, Made December 16, 1981, between North Shore National Bank of Chicago, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated July 16, 1979 and known as Trust No. 246 herein referred to as "First Party," and WESTERN NATIONAL BANK OF CICERO, a National Banking Association herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed _____ note bearing even date herewith in the principal sum of _____

TWO HUNDRED FIFTY THREE THOUSAND and no/100 _____ DOLLARS, made payable to ~~BEYOND~~ NORTH SHORE NATIONAL BANK OF CHICAGO and delivered, in and by which said Note, the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum as follows and interest from date of disbursement remaining from time to time unpaid at the rate of 15% per annum in installments as follows: \$3,241.00 on the 1st day of February, 1982 and \$3,241.00 on the 1st day of each month thereafter until the note is fully paid except that it is understood and agreed that the 4th loan year commences on the expiration of 3 years from the date of first required amortization payment. The mortgagee shall have the option, during the 4th loan year, and at any time thereafter to accelerate maturity and to declare the entire balance of the mortgage principal due and payable, upon 6 months prior written notice; 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.

principal bearing interest after maturity at the rate of 21 per cent 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 by writing appoint, and in absence of such appointment, then at the office of North Shore National Bank of Chicago, 1737 W. Howard, Chicago, Illinois 60626

In case more than one note is above referred to and described, any reference hereinafter to "note" shall be understood to mean "notes" and any of the rights, powers, privileges and authorities herein granted shall be exercisable by the holder or holders of any one or more of the notes secured hereby.

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, sllzo and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 12 and the North 10 feet of Lot 11 (measured on the Easterly line thereof) in the Subdivision of Lots 1, 2, 3 and 4 and said private alley of Block 5 in Birchwood Beach, in Fractional Section 20, South of the Indian Boundary Line, in Township 41 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

See Rider attached hereto and made a part hereof for additional provisions

Prepared by David Kusman, North Shore Bank, 1737 HOWARD ST., CHGO, ILL.

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 First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate as if 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, inador 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 First Party or its 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.

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.

IN WITNESS WHEREOF, North Shore National Bank of Chicago, 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 affixed and attested by its Assistant Secretary, the day and year first above written.

NORTH SHORE NATIONAL BANK OF CHICAGO, As Trustee as aforesaid and its Assistant Secretary.

By [Signature] Vice President, ATTEST [Signature] Assistant Secretary.

STATE OF ILLINOIS, } SS. COUNTY OF COOK }

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President and Assistant Secretary of the NORTH SHORE NATIONAL BANK OF CHICAGO, a Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant 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 Corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary was the custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument pursuant to authority given by the Board of Directors of said Corporation, as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 31st Day of December

[Signature] Notary Public

26101346

Clerk's Office

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of 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 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; (4) complete within a reasonable time any building or buildings now or at any time in process of erection 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 pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to 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 replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance 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 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 indebtedness, if any, and pursue, charge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or foreclosure 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 attorneys' 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 the rate of seven per cent per annum, fraction of Trustee or holders of the note shall have been 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 holders of the note hereby secured making any payment hereof authorized relating to taxes or assessments, may do so according to any bill, statement 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, lien, forfeiture, tax lien or title or claim thereof.

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, notwithstanding anything to the contrary in this trust deed or 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) 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 1 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 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, stamp duty, 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, 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 true condition of the title to 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 the rate of seven per cent per annum, 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 or 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 items as are mentioned in the preceding paragraph hereof; second, all other taxes 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 made either before or after sale, without regard to the time of application for such receiver, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee or 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 the 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 other 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 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: (1) any 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, 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 affidavits 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, produce and exhibit to Trustee the receipt 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 purporting to be executed by a prior trustee hereunder 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, 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 on behalf of First Party.

10. Trustee may assign 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, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

THIS TRUST DEED is executed by the North Shore National Bank of Chicago, 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 North Shore National Bank of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said North Shore National Bank of Chicago, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly assumed 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 North Shore National Bank of Chicago, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness secured hereby 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 hereunder provided or by action to enforce the personal liability of the guarantor, if any.

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Recorder's Office

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER. THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Note mentioned in the within Trust Deed has been identified herewith under Identification No. _____

by _____ Vice President

NAME | North Shore National Bank of Chicago
STREET |
CITY |
INSTRUCTIONS |
RECORDER'S OFFICE BOX NUMBER 420
FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HEREIN
7510-14 Eastlake Terrace
Chicago, Illinois 60626
26101346

THIS RIDER CONSISTING OF FOUR PAGES ATTACHED TO AND MADE AN INTEGRAL PART OF TRUST DEED DATED THE 16th DAY OF DECEMBER, 1981 BETWEEN NORTH SHORE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED THE 16th DAY OF JULY, 1976 AND KNOWN AS TRUST NO. 246 HEREINAFTER REFERRED TO AS "MORTGAGOR" AND WESTERN NATIONAL BANK OF CICERO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE HEREINAFTER REFERRED TO AS "MORTGAGEE".

11. The mortgaged premises are subject to the lien of the following described mortgage, hereinafter referred to, for convenience, as "Mortgage No. 1":

Mortgage No. 1

Mortgage dated March 12, 1976 and recorded March 24, 1976 as Document 23426991 from Bank of Ravenswood, as Trustee under Trust No. 1656 to North Federal Savings and Loan Association of Chicago, to secure a note for \$130,000.00.

12. Mortgagor covenants and agrees that according to representations of beneficiaries of undersigned Trustee there is no existing default under the terms, covenants and agreements and conditions contained in Mortgage No. 1, and all sums due on said mortgage are current

13. Mortgagor covenants and agrees to comply with all of the terms and provisions of said Mortgage No. 1 (except the requirement to make payments of principal and interest thereon), and upon compliance by Mortgagor with the terms and provisions contained in said Mortgage No. 1 and contained herein, Mortgagee will pay the installments of principal and interest from time to time due under said Mortgage No. 1 in accordance with its terms. Nothing contained herein shall require the holder of the Note secured hereby to perform the terms or provisions contained in said Mortgage No. 1 required to be performed by Mortgagor, its successors and assigns, except the payment of installments of principal and interest but only in accordance with the terms and provisions hereof. If Mortgagor shall default in the performance of any term or provisions contained in this trust deed, Mortgagee shall not be obligated to pay any principal or interest under Mortgage No. 1. A breach of any covenant or agreement to be performed by Mortgagor under Mortgage No. 1 (except the agreement to pay principal and interest thereon) shall constitute a default hereunder and the holder of the Note secured hereby may then declare the entire unpaid principal sum secured hereby immediately due and payable. Beneficiaries of Mortgagor hereby agree to indemnify the holder of the Note secured hereby and hold such holder harmless of and from all loss, cost, damage and expense, including reasonable attorney's fees which may be suffered or incurred by such holder of the Note secured hereby, arising directly or indirectly out of or in connection with all of the terms and provisions of Mortgage No. 1 (except the requirement to pay principal and interest thereon) required to be performed by the Mortgagor thereunder.

14. For the purpose of providing regularly for the prompt payment of all taxes and assessments levied or assessed against the premises that will next become due and payable, and for the prompt payment of premiums on renewals of policies of fire and other hazard insurance now in force, the Mortgagors will deposit with the holder of the Note on the dates installments of principal and interest are payable, an amount equal to such taxes, assessments and insurance premiums, less the amount already deposited therefor, divided by the number of months to elapse prior to the date when such taxes and assessments will become payable, and when existing policies of insurance expire. The monies thus deposited with the holder of the Note are to be held without interest and are to be applied by the holder of the Note to the payment of such taxes, assessments and insurance premiums as they become due and payable. If at any time the holder of the note deems the amount deposited insufficient to pay said taxes, assessments and insurance premiums, the Mortgagors will deposit with the holder of the Note any amount necessary to make up the deficiency; provided however, that nothing in this paragraph contained, shall relieve the Mortgagors from the performance of any of the other covenants and agreements contained relative to the payments of taxes and assessments and insurance premiums. In case of default in the payment of any installment of principal or interest or in the performance of the covenants and agreements of the Mortgagors herein contained, the holder of the Note may apply any and all sums then on deposit, on account of the indebtedness secured by the Trust Deed. It shall not be obligatory upon the holder hereof to inquire into the validity or accuracy of any such items before making payment of same, and nothing herein contained shall be construed as requiring the holder to advance other monies for said purpose.

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15. It is further covenanted and agreed that Mortgagor shall deposit with the holder of the Note secured hereby insurance in form and content as approved by holder of the Note secured hereby and shall be carried in companies and approved by the holder of the Note secured hereby and the policies and renewals marked "paid" shall be delivered to the holder of the Note secured hereby at least thirty (30) days before the expiration of the old policies and shall have attached hereto standard noncontributing mortgage clauses in favor of the Mortgagee and entitling the Mortgagee to collect any and all proceeds under such insurance, as well as standard waiver of subrogation endorsement and a provision requiring that the coverage evidenced thereby will not be terminated or materially modified without ten (10) days prior written notice to Mortgagee, all to be in form and content acceptable to Mortgagee.

16. In case of loss or damage by fire or other casualty, the holder of the Note secured hereby is authorized (a) to settle and adjust any claim under insurance policies which insure against such risks or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case, the holder of the Note secured hereby is authorized to collect and receipt for any such money. Provided that the insurers do not deny liability as to the insureds, and as long as this Trust Deed is not in default, such insurance proceeds after deducting therefrom any expense incurred in the collection thereof, shall be made available by the holder of the Note secured hereby for the rebuilding or restoration of the buildings and improvements on the premises. In all other cases such insurance proceeds may, at the option of the holder of the Note secured hereby, either be applied in the reduction of the indebtedness secured hereby, whether due or not, or be held by the holder of the Note secured hereby and used to reimburse Mortgagor for the cost of rebuilding or restoring of buildings or improvements on said premises. The buildings and improvements thereon shall be restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. In any case, where the insurance proceeds are made available for rebuilding and restoration, such proceeds shall be disbursed upon the disbursing party being furnished with satisfactory evidence of the estimated cost of completion thereof and with architect's certificates, waivers of lien, contractor's and sub-contractor's sworn statements and other evidence of cost and payments so that the disbursing party can verify that the amounts disbursed from time to time are represented by completed and in place work and said work is free and clear of mechanics' lien claims. No payment made prior to the final completion of the work shall exceed ninety (90%) per cent of the value of the work performed from time to time and at all times the undisbursed balance of such proceeds remaining in the hands of the disbursing party shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. If the cost of rebuilding, repairing or restoring the building and improvements can reasonably exceed the sum of Fifteen Thousand and no/100 (\$15,000.00) Dollars then the holder of the Note secured hereby shall approve plans and specifications of such work before such work shall be commenced. Any surplus which may remain out of said insurance proceeds after payment of such cost of building or restoration shall, at the option of the holder of the Note secured hereby, be applied on account of the indebtedness secured hereby or be paid to any party entitled hereto.

17. Mortgagor covenants and agrees that, to the extent Mortgagee pays any installment of principal or interest or any other sums due under the Mortgage No. 1, shall become entitled to a lien on the mortgaged premises hereunder but equal in rank and priority to Mortgage No. 1 and, in addition, to the extent necessary to make effective such rank and priority; (i) Mortgagee shall become subrogated to, receive and enjoy all of the rights, liens, powers and privileges granted to the Mortgagee No. 1 under Mortgage No. 1 and (ii) the Mortgage No. 1 shall remain in existence for the benefit of and to further secure the debt and other sums secured, or that hereafter become secured hereunder. Contemporaneously herewith the parties hereto have executed a Subrogation Agreement to which reference is hereby made for the terms hereof.

18. In case of default hereunder, in addition to any other rights and remedies available to Mortgagee, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form or manner deemed expedient, and may, but need not make full or partial payments of principal and interest on Mortgage No. 1, other prior encumbrances, if any, and purchase, discharge, compromise or settle Mortgage No. 1, any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees and any other money advanced by Mortgagee to protect the mortgaged premises and lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at 21% per annum. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

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19. Upon payment in full of the Note secured hereby, the holder of said Note agrees to deliver to Mortgagor herein release of Mortgage No. 1 hereinabove described, Mortgagor agrees to pay any penalty assessed by the holder of Mortgage No. 1 as a result of prepayment of Mortgage No. 1.

20. Any sale, conveyance or transfer of any right, title or interest in the premises or any portion thereof, without the prior written approval of the holder of the Note secured hereby or any sale, transfer or assignment of any part of the beneficial interest without the prior written approval of the holder of the Note secured hereby, or any conveyance, mortgage or encumbrance of the premises or any part thereof as security for any debt without the prior written approval of the holder of the Note secured hereby or any assignment of all or any part of the beneficial interest of Mortgage as security for any debt without the prior written approval of the holder of the Note secured hereby, shall constitute a default hereunder on account of which the holder of the Note secured hereby may declare the entire indebtedness evidenced by said Note to be immediately due and payable and foreclose this Trust Deed immediately or at any time such default occurs.

21. Mortgagor hereby assigns, transfers and sets over unto the holder of the Note secured hereby the entire proceeds of any award or any claim for damages for any of the mortgaged property taken or damaged under the power of eminent domain or by condemnation. Provided that such premises requires rebuilding or restoration and so long as this Trust Deed is not in default, any award, after deducting therefrom any expenses in the collection thereof, shall be made available by the holder of the Note secured hereby for the rebuilding of the premises in accordance with plans and specifications to be submitted to and approved by the holder of the Note secured hereby. In all other cases, the holder of the Note secured hereby may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or make said proceeds available for restoration or rebuilding of the premises in accordance with plans and specifications to be submitted to and approved by the holder of the Note secured hereby. In the event said proceeds are made available for rebuilding or restoration by the election of the holder of the Note secured hereby as aforesaid, the proceeds of the award shall be paid out in the same manner as provided in Paragraph 16 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. Any surplus which may remain out of said award after payment of such cost of building or restoration shall, at the option of the holder of the Note secured hereby be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto.

22. The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

23. First Party has been advised by its beneficiaries that the loan to be disbursed under this Note is an exempted transaction under the Truth in Lending Act, 15 U.S.C. § 1601 et seq., that the Note and the Trust Deed which is security therefore are to be construed and governed by the laws of the State of Illinois, and that the entire proceeds of the Note shall be used for business purposes as defined in Paragraph 4(c) of Chapter 74 of the 1975 Illinois Revised Statutes.

24. That upon default by Mortgagor and following acceleration of maturity as aforesaid, a tender of payment of the amount necessary to satisfy the entire indebtedness secured hereby made at any time prior to foreclosure sale, by the Mortgagor, its successors or assigns or by anyone on behalf of the Mortgagor, its successors or assigns shall constitute an evasion of the prepayment privilege and shall be deemed to be a voluntary prepayment hereunder and such prepayment to the extent permitted by law, will therefore include a premium required under the prepayment privilege, if any, contained in the Note, or if at that time there be no such prepayment privilege then such payment to the extent permitted by law will include a premium for such prepayment of three (3%) per cent of the then principal balance.

25. Mortgagor shall further provide public liability insurance in such amounts and in such companies as the holder of the Note secured hereby may from time to time reasonably require.

26. It is further understood and agreed that the holder of said Note reserves the right to approve and/or install professional management of this property at any time this loan is forty-five (45) days in default.

UNOFFICIAL COPY

27. That if any action or proceeding be commenced (except an action to foreclose this mortgage or to collect the debt secured hereby) to which action or proceeding the Mortgagee is or becomes a party or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the Mortgagee for the expense of any litigation (including reasonable attorneys' fees) to prosecute or defend the rights and lien created by this mortgage shall on notice and demand be paid by the Mortgagors, together with the interest thereon at the rate provided in said Note, and shall be a lien on said Real Estate, prior to any right or title to, interest in or claim upon the Real Estate, subordinate to the lien of this mortgage, and shall be deemed to be secured by this mortgage and evidenced by the Note; that in any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured hereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

28. The parties hereto acknowledge that the interest yield to the holder of the note, secured by this Trust Deed, at the time of execution hereof is 19% per annum and it is agreed that such holder receive such yield during the term of the Note. Therefore, it is agreed that should Mortgage No. 1 become delinquent or in default (other than as a result of failure of the holder of the Note secured hereby to pay over funds paid to it for payment under Mortgage No. 1) or for any other reason should the holder of Mortgage No. 1 charge or demand a rate of interest greater than that presently being paid on Mortgage No. 1, or should Mortgage No. 1 be accelerated and the principal balance and accrued interest at the time of acceleration be paid by the holder of the Note secured hereby, then upon the occurrence of any one or more of the aforesaid events the holder of the Note secured hereby shall be entitled to increase the rate of interest due on the Note secured hereby to a rate which will generate a yield to the holder of 19% per annum, and Maker agrees to make such payments.

29. Mortgagor agrees to pay a late charge of \$100 on each installment in default more than ten (10) days to cover holder's additional expense of handling and collecting such delinquent installments. Mortgagor agrees to pay reasonable attorneys' fees, costs and expenses incurred by holder in collection and enforcement of this Note.

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CLERK COUNTY RECORDS

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JAN-4-82 569515

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REC

14:20

14.00 MAIL

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END OF RECORDED DOCUMENT