UNOFFICIAL GOEY

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ÇA An	TRUST DEED (ILLINOIS) For Use With Note Form 1448 (Monthly Payments Including Interest) UTION: Consult a lawyer before using or acting under this for varianties, including merchantability and kiness, are suckule	FORM NO. 206 April, 1980 34-3447	27251293	
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Commer ic	National Bank of Chicago			
4800 N. Wr	ste 1, Chi, DS €E) (CITY)	IL (STATE)		
to the legal holder of a herewith, executed by	Trustee 'winesseth: That Whereas Mortgage princing promissory note, termed "Installmer Mortgagors, mad nayable to Beargrand deli-	nt Note," of even date L_	The Above Space For Recorder's Use Only	
note Mortgagors prom Dollars, and interest fr	ise to pay the runcip it sum of	balance of principal remainin	g from time to time unpaid at the rate of 16 per cer	 nt
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above mentioned note also in consideration WARRANT unto the situate, lying and bein	and of this Trust Deed, and the performance of	f the covenant and agricement seeipt whereof is no loby acker of the lowing described Real F. COUNTY Of Land CO	accordance with the terms, provisions and limitations of to the term contained, by the Mortgagors to be performed, a towkedged, Mortgagors by these presents CONVEY AN state and all of their estate, right, title and interest thereCook AND STATE OF ILLINOIS, to w	nd ID in,
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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 liens or liens in favor of the United States or other liens or claims for lien not express ubordinated 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) complet within a reasonable time any 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 repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance plicies 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 mortgee clause to be attached to each policy, and shall deliver all policies, including additional and neewal policies, to holders of the note, and in care of insurance about to expire, shall deliver renewal policies including additional and neewal policies, to holders of the note, and in
- In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on price of the more present and the payments of principal or interest on price of the price of
- 5. The Trustee of the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, "...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 pay can it me of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof.

 At the election of the holders of the prical note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal and 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 in payment of principal or interest, or in case default shall occur in payment of principal or interest, or in case default shall occur in payment of principal or interest, or in case default shall occur in payment of principal or interest, or in case default shall occur in payment of principal or interest, or in case default shall occur in payment of principal or interest, or in case default shall occur in payment of principal or interest, or in case default shall occur in payment of principal or interest, or in case default shall occur in payment of principal or interest.
- 7. When the indebtedness hereby so ared shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shan to 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 mortgage of 1. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures to the state of the s
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such it as a rementioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest tremaining unpaid; four a property 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 forcelose this Trust Deed, the sourt in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, was, tregard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premise or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receives, shall have power to collect the rents, issues and profits of said premises during the pendency of such forcelosure suit and, in case of a six-yard such acceptance, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Morganises, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be now a real usual in such cases for the protection, possession, control, management and operation of the premises during the whole 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 induced—as see ured hereby, or by any decree forcelosing this Trust Deed, or any tax, special assessment or other line which may be or become super or to an line hereof or of such decree, provided such application is made prior to forcelosure sale; (2) the deficiency in case of a sale and deficient.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to at y defe ... which would not 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 at mitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts __nir_onshereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indr anit s satisfactory to him before exercising any power herein given.
- 3. 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 an person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee such successor trustee may accept as the genuine note herein described any note which bears excluded by a prior trustee 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 destinated 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, 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 herein 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.

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.

entification No. 0390 40232/

Mark Mariscalco

Trustee Asst. Vice President