



# UNOFFICIAL COPY

to expire, to deliver renewal policies not less than ten days prior to the respective date of expiration, then Trustee or the holders of the note may, but need not, make full or partial payments of principal or interest or payment or perform any act hereinafter set forth in any form and manner deemed appropriate by them, but need not make full or partial payments of principal or interest on any encumbrances, if any, and purchase discharge compromise or settle the account or claim thereof, at reasonable rates from day to day, or sell or forgive affecting said premises or content any tax or assessment. All money 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 Trustee or the holders of the note to protect the mortgaged premises and the loan 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  $\frac{1}{2}$  per cent per annum. Fraction of Trustee or holders of the note shall never be considered as a waiver of any right accrued to them on account of any of the provisions of this paragraph.

holders of the note shall never be considered as a waiver of any right accrued to them on account of any of the provisions of this paragraph.

2. The Trustee or the holders of the note hereby are not making any payment hereby 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, sale, forfeiture, tax lien or title of claim thereto.

notwithstanding anything to the contrary contained in or on any of the notes or in any of the documents referred to above, the payment of any amount by the holder of any note or by any assignee of any note shall not constitute a waiver of any right which such holder or assignee may have against the First Party or its successors or assigns in respect of any default in making payment of any amount due under such note or in respect of any other breach of any term or condition of such note or of any other agreement between the First Party and such holder or assignee.

paragraph one hereof and such default shall continue for three days, and 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 an additional indebtedness in the degree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs which may be estimated to be liable to pay for the expenses of the defense of all suits which the debtors may file to determine the genuineness of the premises. To prevent refiling of such suits, and to save the date and expenses which would be incurred with regard to title as Trustee or holder of the note may deem to be reasonably necessary either to prosecute such suit or to defend a suit by holders of any note which may be held pursuant to such debt or 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  $\frac{1}{2}$  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 after record 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.

3. The principal of any foreclosed note, or the premises shall be distributed and applied in the following order of priority. First, an account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph heretofore; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus 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 and premises. Such appointment may be made either before or after notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then mortgaged or otherwise encumbered or not; and the court may also appoint a receiver of and premises, if any, for the protection, possession, control, management and operation of the premises during any period of time, including any further times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such 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) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the hereof or of such decree, provided such application is made prior to foreclosure sale, (2) the deficiency in case of a sale or delay.

7. Trustee or the holder of its 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 indemnities satisfactory to it before exercising any power herein given.**

9. Trustee shall release this trust and the benefits thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust 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 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 survivor 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 former 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 him as the trustee 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.

19. Trustee may resign by instrument in writing filed in the office of the Recorder or Register of Deeds 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 or Register 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.

If all or any part of the property or an interest in it shall be sold, (a) creation of a lien on the property, (b) a transfer of an undivided interest for household purposes, (c) a transfer of an undivided interest for business purposes, or (d) the grant of any legal or equitable interest of the property, the assignee, by the option of the holder of the note, may declare all the sums secured by this Note due to be immediately due and payable.

In order to provide for the payment of taxes at the time of closing, it is agreed to furnish  
with the holder of said title, and hereby, an amount of money to be held in escrow, to be  
delivered to the vendor, jointly with the amount of taxes paid by the vendor, if any, in  
respect of such taxes, which amount of money shall be held in escrow until the date of closing,  
and shall be paid to the vendor, if any, in respect of such taxes, and if the vendor fails to timely  
pay such difference, and if necessary, to make such additional payment, such shall be  
considered a default under the terms of this agreement. Said escrow deposits shall be in a  
non-interest bearing account.

The mortgagor hereby waives all notices and demands on his own behalf and on behalf of

THIS TRUST DEED is executed by Bank of Ravenswood 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 Bank of Ravenswood 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 said First Party or on said Bank of Ravenswood personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereinafter, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Bank of Ravenswood personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Bank of Ravenswood, not personally but as Trustee aforesaid, has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its ~~President~~ and Trust Officer this day and year first above written.

~~BANK OF RAVENSWOOD As Trustee as aforesaid and not personally.~~

By *Mark S. Lerner*

**VICE-PRESIDENT**

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

\* Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that  
the undersigned,  
**EDWARD**  
is a citizen of the U.S.A.

#### **New Presidents of Bank of Hasenwood and**

Table B-1 (cont'd)

**Trust Officer** of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such **Trust Officers**; and I acknowledge that said **Trust Officers**, respectively, appeared before me this day, and acknowledged that they had theretofore, and did then, make and enter into their respective agreements with said **Bank**, as their own free and voluntary act and as the free and voluntary act of said **Bank**, as **Trustee**, as aforesaid, for the uses and purposes therein set forth; and the said **Assentors** and **Trust Officers**, then and there acknowledged that said **Assentors** and **Trust Officers**, as custodians of the corporate seal of said **Bank**, did affix the seal of said **Bank** to said instrument as said **Assentors** and **Trust Officers**' own free and voluntary act and as the free and voluntary act of said **Bank**, as **Trustee**, as aforesaid, for the uses and purposes therein set forth. **Th** **Co**

Given under my hand and Notarial Seal this 13 day of November 1886.

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**I M P O R T A N T**  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,  
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-  
FIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED  
IS PAID IN FULL.

The Instrument mentioned in the within Trust Deed has been identified  
as instrument No. 1122.

CHICAGO TITLE & TRUST COMPANY, TRUSTEE

VANCE RECORDED

**ASST. SECRETARY**