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1. Mortgages shall (1) keep the premises in good condition and repair, (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 incumbrances 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.

2. Mortgages shall pay before any taxes are levied against the premises, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall upon written request, furnish to Trustee or to holders of the note any original or duplicate receipts therefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by law, any taxes or assessments which the Trustee or holders of the note may desire to collect.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and earthquakes 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 with the terms 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 heretofore required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and payments, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or ransom from any tax lien or forfeiture 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 reasonable 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 such acts herein authorized may be taken, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable with interest at the rate of ten percent per annum, the date of Trustee or holders of the note shall not be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgages.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any law, payment or estimate procured from the appropriate public office or from 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 thereon.

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the expiration of the term of the principal note, and without notice to Mortgages, any such 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 with default shall occur in payment of principal or interest or in case of default shall occur and continue for three days in the performance of any other agreement of the Mortgages herein contained.

7. When the indebtedness hereby secured 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 shall have the right to foreclose the lien hereof and shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage lien. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenses and charges 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, costs for documentary and export evidence, stenographers' charges, publication costs and costs (which may be estimated as to amount to be stated) of a bar entry of the decree of foreclosure all such amounts of title title searches and examinations, guarantee policies, Trustee certificates, and similar data and assistants 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 holders of the note which may be had pursuant to such decree the true condition of the title to the value of the premises. In addition, all expenditures and expenses of the nature of the foregoing mentioned shall become so much additional indebtedness secured hereby, and shall be due and payable, with interest thereon at the rate of ten percent per annum, when paid or incurred by Trustee or holders of the note in connection with the suit or proceeding, including but not limited to purchase and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, defendant or defendant, by reason of the Trust Deed or any indebtedness thereby secured, or (b) proceedings for the commencement of any suit for the foreclosure hereof after arrival of such right to foreclose whether or not actually commenced, or (c) proceedings for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. If 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 taxes and expenses incident to the foreclosure proceedings, in whole or such items as are mentioned 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 remaining unpaid; fourth, any surplus to Mortgages, their heirs, legal representatives or assigns as their rights may appear.

9. Trustee or at any time after the filing of a complaint to foreclose this Trust Deed 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, without notice, without regard to the sufficiency or insufficiency of Mortgages at the time of application for such receiver, and without regard to the value of the premises or whether the same shall be then occupied as a tenement or not and the 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 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 Mortgages, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other proceeds which may be necessary or convenient in such cases for the protection, preservation, control, management and operation of the premises during the whole or any part thereof. 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 its 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 at 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 lien or claim hereof shall be subject to any defense which would not be good and available to the party interposing same in an action of 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 be obligated to record this Trust Deed or to purchase any power herein given unless expressly designated by the terms hereof, nor be held for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require instruments satisfactory to him before executing any power herein given.

13. Trustee shall release this Trust Deed and the lien hereof by proper proceedings 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 at that time be the owner of the premises, and shall execute and deliver 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 a certificate of identification purporting to be executed by a prior Trustee hereunder or which contains in substance a full description herein contained of the principal note and which purports to be executed by the person herein designated as the maker thereof, and the release is requested of the original Trustee and he has never executed a certificate on any instrument identifying same as the principal note herein described hereof, he may accept as the genuine principal note herein described any note which may be presented and which contains in substance with the description herein contained of the principal note and which purports to be executed by the person herein designated as maker thereof.

14. This instrument shall be recorded 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, disability or refusal of Trustee. Commercial National Bank shall be first beneficiary in Trust and in the event of his or its death, resignation or disability or refusal to act, the said Recorder of Deeds of the county in which the premises are situated shall be second beneficiary in Trust. Any successor in Trust hereunder shall have the powers, title, powers and authority as are herein given Trustee, and any Trustee or successor shall be bound to exercise reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include any past, present and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have secured the principal note, or this Trust Deed.

**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.

This instrument was recorded in the office of the Recorder of Deeds of Cook County, Illinois, on this 15th day of August, 1955, at 4:55 PM.  
*Larry E. Norris*  
Larry E. Norris Assistant Vice President