





11. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of the First Party, its successor or assigns, it required by the holders of the note, to carry liability, steam boiler, fire and civil commotion, plate glass and such other insurance including war damage insurance and flood hazard insurance and such other amounts as are reasonably satisfactory to the holders of the note; to keep all buildings and fixtures that may be on the said premises at any time during the continuance of said indebtedness insured against loss or damage by buildings and fixtures in responsible insurance companies to be approved by the holders of the note; to make all sums recoverable upon such policies payable to the holders of the Note by the usual mortgage or trustee clause to be attached to such policies; to deposit such policies with the holders of the note; or to deposit with the holders of the note any renewal policies not less than ten days before the expiration date of the prior policy being renewed or replaced; then the trustee or the holders of the note may but need not exercise any or all of the rights and remedies given to them in paragraph numbered (1) hereof, and anything in this instrument contained to the contrary notwithstanding, the provisions of this paragraph numbered (1) shall in all respects constitute a part of paragraph (9) of said paragraph numbered (1).

12. First Party waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on behalf of the First Party as mortgagor or grantor the trust estate, and all persons beneficially interested therein, and each and every person except decree or judgment creditors of First Party as Trustee in its representative capacity and of the trust estate, acquiring any interest in or title to the mortgaged premises subsequent to the date of this trust deed.

13. The note secured by this Trust Deed is subject to prepayment in accordance with the terms thereof.

14. First Party represents and agrees that the proceeds of this note secured by this Trust Deed will be used for the purposes specified in paragraph 4(c) of chapter 74 of the Illinois Revised Statutes (as the same exist on the date hereof), and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph.

15. First Party does further covenant and agree that it will not transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether legal or equitable, and whether possessory or otherwise in the mortgaged premises, to any third party, so long as the debt secured hereby subsists, without the advance written consent of the mortgagor or its assigns, and further that in the event of any such transfer by the First Party without the advance written consent of the mortgagor or its assigns may, in its or their sole discretion, and without notice to the mortgagor, declare the whole of the debt hereby secured immediately due and payable.

16. In the event of the passage, after the date of this Trust Deed, or any law of the State of Illinois deducting from the value of the land for the purposes of taxation, any lien thereon or changing in any way the laws now in force for the taxation of Trust Deeds for state and local purposes or the manner of collection of such tax so as to make it obligatory upon the holder of the Note secured hereby to pay such tax of if any such tax is imposed under any existing law, then the Mortgagor covenants and agrees on demand of the holder of the Note secured hereby to pay a sum equal to such tax to said holder.

17. It is further covenanted and agreed that the makers, endorsers, sureties and guarantors and all other persons who may become liable for the payment of the Note secured hereby, severally waive demand, presentment, protest, notice of non-payment, notice of protest, and any and all lack of diligence or delays in collection which may occur; and hereby consent to any extension of time of payment or release of any party of all or any part of the security for the payment hereof or release of any party liable for this obligation. Any such extension or release may be made without notice to any of said parties and without discharging their liability.

18. Whenever any of the parties here to are referred to, such reference shall be deemed to include the successors and assigns of such party.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

\_\_\_\_\_  
Notary Public in and for the State of Illinois

\_\_\_\_\_  
Notary Public in and for the State of Illinois

\_\_\_\_\_  
Notary Public in and for the State of Illinois

\_\_\_\_\_  
Notary Public in and for the State of Illinois

\_\_\_\_\_  
Notary Public in and for the State of Illinois

\_\_\_\_\_  
Notary Public in and for the State of Illinois

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22. Wherever the word "Mortgage" is used herein, it shall mean "Holder of the Note"; wherever the word "Mortgagee" is used herein, it shall mean "First Party"

21. The property will not be further encumbered and the entire balance owing shall become due and payable immediately upon the sale or conveyance of the real estate security for this loan.

20. If any action or proceeding be commenced (except a suit to foreclose the lien hereof or to collect the indebtedness secured hereby), to which action or proceeding the holder of the Note or Trustee is made a party, or in which it becomes necessary to defend or uphold the lien of this Trust Deed, all sums paid by the holder of the Note or Trustee for the expense of any litigation to prosecute or defend the rights and lien created by this Trust Deed, including reasonable counsel fees, shall become so much additional indebtedness secured hereby and immediately due and payable by the Mortgagee, with interest thereon at the rate of 4% above the prime rate in effect at

19. It is further agreed that if the premises, or any part thereof, be condemned under the power of eminent domain, or acquired for a public use, the damages awarded, the proceeds for the taking of, or the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Trust Deed and the Note which it is given to secure remaining unpaid are hereby assigned by the Mortgagee to the Mortgagee. The Mortgagee is hereby authorized, but shall not be required, on behalf and in the name of Mortgagee, to execute and deliver valid acquittances for, and to appeal from any such judgments or award. The Mortgagee may apply all such sums or any part thereof so received, after the payment of all expenses, including costs and attorney's fees, on the debt in such manner as the Mortgagee elects.

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BOX 169

After recording!  
Mail to:

Devon Bank  
4445 N. Western Ave.  
Chicago, IL 60645

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