## TRUST DEED (ILLINOSNOFFICIAL COPY 2

(Monthly payments including interest)

## 88324182

| HIS NOINTLER, made July 19 19 28 . between Jimmés Lee Harty, and Allille K. Kardy.  Incidence of the windows of the process of  |   | ·  | The Above Space For I  | recorder's use unit   |  |
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| bestin returned in an "Trustee," stimeworth. That, Whereas Merizapore, and papable to the Ireal backer of a principal promisoner process around "Instituted Not." of even date hereath, executed by Monpapor, made papable to the Ireal backer of a principal promisoner process and delivered in and by which not hereas hereas to pay the principal sum of Trustry, Sig. High guard 70 cm. Hindurged and Six and 13/100 (200-51).  Dollar Maintenest from 97/12/88.  on the balance of principal remaining from time to time unput of a time rate as provided in more of even date, exchapitation from an interest to be payable to the time to time unput of a time to time unput of the time to time unput of the time to time unput of the time to time unput of time to time unput of the time to time unput of time to time to time unput of time to time to time unput of time to ti  |   | July 14 19 88  | between Jimmie Let   | <u> Eardy and Willie</u>  | K. Hardy,  |
| necess referred to at Truster, "stimuture," That, Whereas Mercagons are joudy included to the least holder of a principal promisency roce, intered "Intelligent Noc." of even data therewish, recepted by Moragons, made grabble to the state of principal remaining from time to time unput at the rate as provided in most of two data. See August 18,1100. [270, 29] Dollars on the state of the state o  | his wife  | Pohert T. Soltis   | and the second s |   | Mortgagors," and   |
| and delivered, in and by which note Nortegroes promise to pay the principal sum of 1751-174, \$100, \$100, \$2400. 120.  on the balance of principal ternatining from time to time unput at the rate as provided in note of even class, such principal ternations from the ternation of the payable installments as follows: \$15, thursdered \$200, | herein referred to as "Trustee." termed "Installment Note," of e  | witnesseth: That, Whereas Mortgagors a   | re justly indebted to the l  | egal holder of a principal  | promissory note,   |
| and delivered, in and by which note Nortegroes promise to pay the principal sum of 1751-174, \$100, \$100, \$2400. 120.  on the balance of principal ternatining from time to time unput at the rate as provided in note of even class, such principal ternations from the ternation of the payable installments as follows: \$15, thursdered \$200, |   | Fearer of Note   |  |   |  |
| on the balance of principal remaining from time to time unpaid at the rate as provided in note of even class, rech principal sum and interest to be payable in installants as colores. 32.4. Lunding of Seventy and 79/100 (670.72) Debot on the 19/16 day of AMC151 (1908 and Six hundings Seventy, and 79/100 (670.72) Debot on the 19/16 day of AMC151 (1908 and Six hundings Seventy, and 79/100 (670.72) Debot on the 19/16 day of AMC151 (1908 and Six hundings Seventy, and 79/100 (670.72) Debot soone paid shad the does not the 19/16 day of 19/16 (1908 and 1908 and 1  | and delivered, in and by which neared 13/100 (36406.  | ote Mortgagors promise to pay the princip  | +((): ±(v)   |   | ired and Six   |
| on the 15thus of each and every mounts thereafter until said note is fully paid, except that the final payment of principal and interest, if one soconer paid, shall be due on the 15th day of 18th and 1  | in installments as follows: Si  | ing from time to time unpaid at the rate as x hundred Seventy and 79/10  | provided in note of even data<br>00 (670, 79)  |   |  |
| initiation, of the above membered note of the Trust Deed, and the performance of the coverance begin consisted, by the Morrisport by these presents (DNNTNY) and WARRANT must be Truster, for the Successors and assigns, the following described Rasi Estate. Bill of their estate, spin, into and interest them, sinuse, lying and seing in the City of Color.  Only of Color and Color and Rayiness Subdivision of the Rest of the Rose of the Rasi Estate. Bill of their estate, spin, into and interest them, sinuse, lying and seing in the City of Color and Living of the South Bast of of the South Bast of the South  | on the 19th day of each and sooner paid, shall be due on the 1 to be applied first to accr. e. and constituting principal, 'o 'he exte and all such payments being 'nad point, which note further r. ovid together with accrued interes, the ment, when due, of any instal or in the performance of any other.  | every month thereafter until said note is 9th day of July 1998 unpaid interest on the unpaid principal bale int not paid when due, to bear interest after a payable to Bearer of Note or at such others that at the election of the legal holder ereon, shall become at once due and payable of principal or interest in accordance with gri ement contained in this Trust Deed in   | fully paid, except that the<br>it all such payments on accounce and the remainder to pay the date for payment there replace as the legal holder of thereof and without notice, e. at the place of payment a the terms thereof or in case which event election may be   | final payment of principal ar-<br>unt of the indebtedness evide-<br>incipal; the portion of each of-<br>of, at the rate as provided in the note may, from time to the<br>the principal sum remaining<br>foresaid, in case default shall<br>default shall occur and contin-<br>e made at any time after the continued at any time at any tim | nd interest, if not<br>need by said note<br>said installments<br>note of even date,<br>me, in writing ap-<br>y unpaid thereon,<br>occur in the pay-<br>me for three days<br>expiration of said |
| Bot the South East i of the South Mark i of Section 5, Township 272:00 MM, 1285 0772788 12:53:00 OR PINE 16-08-420-019  88324182  which with the prograph personater described, is referred to berein as the personal of the south personater described, is referred to berein as the personal of the south personater described, is referred to berein as the personal of the south personater described, is referred to berein as the personal of the south personater described, is referred to berein and profits are picked primarily and on a party with soul region and fulfing all such more an Mortgapers may be entitled thereto (which referred and not economically), and all fathers, approximate and restriction of the south personal and not economically and all strengths, and all strengths are picked relievant and the south the south personal and restriction and the southern and the southern with the south restriction of the ferregon are destricted and arread to be a part of the mentions of the ferregon are destricted and arread to be a part of the mentions of administration and strengths and the strength and the strength of the south the south arread of the south and the south the sou  | limitations of the above mention Mortgagors to be performed, and Mortgagors by these presents CO all all of their estate, right, title City of Chicago  | nd note in of this Trust Deed, and the di also in for ideration of the sum of ONVEY and WARRANT unto the Trustee and interest the rin, situate, lying and because of the control of the co | performance of the covera<br>the Dollar in hand paid, it<br>it, it or his successors and<br>ring in the<br>Dock  | ints and agreements herein c<br>he receipt whereof is hereby<br>assigns, the following descri-<br>AND STATE OF IL.  | ontained, by the y acknowledged, bed Real Estate,  |
| TOGET PER with all improvements, incoments, casements, and spiral shares thereto belonging, and all rents, issues and profits thereof twe to long and turing all such times as Morgagoes may be entitled thereto (allub rents, issues and profits are picked primarily and on a parity win and read evalue and not secondarily, and all fistures, appearates, equipment of miles concern benefits therein or thereto used to equip beat, and the secondarily and all fistures, appearates, equipment of miles concern benefits therefore or thereto enter the enter of the concern and the secondarily and all fistures, appearates, equipment of miles for the foregoing are declared and aered to be a part of the mentiogach profits whether thereto or not and it is agreed that all buildings and additions and oil similar or other appearates, comment or articles affected in the premises by Mortagoes or their society of the control of the co  | of the South East to Range 13, East of t  | of the South Past i of Sec<br>the Thrid Principal Meridian<br>(20 - 019  | ntion 5, Town <b>dhig</b><br>n in Cook County,   | FT-0958FEGORDING<br>2322:01 <del>01011</del> , 1268 07/2:<br>5408-18, 8, *-88-<br>COOK COUNTY RECORDER  | \$12,0<br>2/88 12:53:00<br>-32 <b>4 1</b> 82   |
| TOGET 18 R with all improvements, tenements, casements, and applications of the tool for so long and Uniting all Uniting all Unit mines as Morageros may be entitled intered which train, issues and received and pedeged primarily and on a parting wan to an analysis of the parting of the foregoing are delicated and according to the analysis and wanded from controlled, and ventilations including without restituting the foregoing are delicated and according to the anticol the mortgaged premises whether the foregoing are delicated and according to the author of the mortgaged premise of the mortgaged premises of the parting of the mortgaged premise.  TO HAVE AND TO HOLD the premises unto the said Trustee, the or his successor and advances for the purposes and uncertainty and the premises by Mortgager of their receivable framework parting to the parting of the mortgaged premise.  TO HAVE AND TO HOLD the premises unto the said Trustee, the or his successor and using the premises by Mortgager of their said trusts therein not found to the parting of the premises and uncertainty and the premises and the premises and the premises by Mortgager of their said trusts therein not found to the parting of the premises and the premises and the premises and provide the said of the premises and trusts therein not found to the parting of the premises and the premises   | _   | 8832418  | 2  | <del>L</del>  |  |
| State of Illinois, County of COOK St. I, the undersigned, a Notary Public and for said County.  State of Illinois, County of St. I, the undersigned, a Notary Public and for said County.  In the State aforesaid, DO HEREBY CERTIFY that Jimmie Loe Hardy and State aforesaid, his wife.  FRACI NAMER Substitute 11 in the State aforesaid, DO HEREBY CERTIFY that Jimmie Loe Hardy and State aforesaid, his wife.  Personally known to me to be the same person, whose name substituted to the foregoing instrument, appeared before me this day in person, and achoral-edged that the St. signed, scaled and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  Given under my hand and official scal, this 14th day of July 19 68  Commission expires (ADALC 19 1990 Traci Keiner 6555 Willow Springs Rd., #9, Countryside  Traci Keiner 6555 Willow Springs Rd., #9, Countryside  Send Subsequent Tax Bills To:  This instrument was prepared by  Traci Keiner 6555 Willow Springs Rd., #9 Send Subsequent Tax Bills To:  The AROY ADDRESS 6555 Willow Springs Rd. #9  Send Subsequent Tax Bills To:  CITY AND Countryside, Il, zip cope 60525 Jimale & Willie Hardy  (Name)  956 N. Massasoit  Commission Expired Box No.  Pidelity Financial Services, Inc.  The AROY ADDRESS 15 For Statistical Se  | TOGETHER with all impresso long and bring all such times said real estate and not secondar gas, water, light, power, refriger stricting the foregoine, screens, of the foregoing are declared and all buildings and additions and accessors or assigns shall be part of TO HAVE AND TO HOLD and trusts herein set forth, free fasid rights and benefits Mortgage This Trust Deed consists of are incorporated herein by referer Mortgagors, their heirs, successors | nements, tenements, casements, and applias Mortgagors may be entitled thereto (rily), and all fixtures, apparatus, equipmentation and air conditioning fashether singleshades chades, userings, storm doors and acreed to be a part of the mortgaged prediction of the mortgaged premises, the mortgaged premises, the mortgaged premises unto the said Trustee, its crom all rights and benefits under and by one of the premises are pressly release and waits two pages. The covenants, conditions and cand hereby are made a part hereof the cand hereby are made a part hereof the cand sessions.   | Lif lances thereto belonging which rents, issues and profit of children now or herea is units of controlly controlly whole physically a practicle hereafter placed or his successor and assigns wither of the Hermanian firm.  If provisions appearing the came as though they when written.   | is are pledged primarily and<br>fler therein or thereon used<br>fled), and ventilation, includ-<br>inador beds, stoves and wa-<br>trached thereto or not, and i-<br>in the premises by Mortgago,<br>forever, for the purposes, as<br>temption Laws of the State of<br>page 2 (the reverse side of the   | on a parity with<br>to supply heat,<br>ing (without re-<br>ser heaters, All<br>it is agreed that<br>ors or their suc-<br>nd upon the uses<br>of Illinois, which of<br>this Trust Deed)+        |
| State of Illinois, County of Sook State aforesaid DO HEREBY CERTIFY that Jimmie Lee Hardy in the State aforesaid DO HEREBY CERTIFY that Jimmie Lee Hardy and State of Illinois, County of State aforesaid DO HEREBY CERTIFY that Jimmie Lee Hardy and State of Illinois, his wife personally known to me to be the same person, whose name subscribed to the foregoing instrument, appeared before me this day in person, and actional free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  Given under my hand and official seal, this 14th day of July 19 88  Given under my hand and official seal, this 14th day of July 19 88  Commission expires (1016 14 1990 VICIOL MIDILE)  This instrument was prepared by  Traci Keiner 6555 Willow Springs Rd., #9, Countryside Dobers of Property.  Solve And Dobers of States of   | PLEASE  |  | CECU (Seal) W.   |   | (Seal)   |
| State of Illinois, County of  | PRINT CR  | Jiamie Lee Hardy   |  | Fillie E. Hardy   | 3  |
| State of Illinois County of   | BELOW   | · ·  | / (See 1)  |   | (Carl)   |
| in the State aforesaid, DO HEREBY CERTIFY that Jinmie hee Hardy and  Willie K. Hardy, his wife  personally known to me to be the same person. whose name substribed to the foregoing instrument, appeared before me this day in person, and acknowledged that h. 6.9 signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  Given under my hand and official seal, this 14th day of July 19_88  Commission expires 1413/52 1992 1992 1992 1998  Traci Keiner of 555 Willow Springs Rd #9, Countryside  Traci Keiner of 555 Willow Springs Rd #9, Countryside  Traci Keiner of 555 Willow Springs Rd #9, Countryside  Chicago, II. 00051  THE ABOVE ADDRESS IS FOR STATISTICAL PROJECT ON A PART OF THIS TRUST DEED  ADDRESS 6555 Willow Springs Rd. #9  SEND SUBSEQUENT TAX BILLS TO:  CITY AND Countryside, II. ZIP CODE 60525  Jimmie & Willie Hardy (Name)  956 N. Massasoit  Constant Research Country Research (Name)  PERSON OF PROPERTY:  OR RECORDER'S OFFICE BOX NO.  956 N. Massasoit  Constant Research Country Research (Name)  PERSON OFFICE BOX NO.  STATE  OR RECORDER'S OFFICE BOX NO.  CONSTANT RESEARCH  WILLIAM JURIS JUR   |   |  | (X8),  |   | (3:21)   |
| TRACI NOTICE TO THE ABOVE ADDRESS OF PROPERTY:  OF THE ABOVE ADDRESS SETS WILLOW STATE STATES OF THE ABOVE ADDRESS SETS SETS STATESTICAL PROPERTY OF THE ABOVE ADDRESS SETS SETS STATESTICAL PROPERTY OF THE ABOVE ADDRESS SETS FOR STATESTICAL PROPERTY OF THE ABOVE ADDRESS SETS OF THE ABOVE ADDRES  | State of Illinois, County of  | in the State aforesaid.  | DO HEREBY CERTIFY  | med, a Notary Public is and<br>that Jimmie Loe Ha   | for said County,<br>rdy and  |
| Subscribed to the foregoing instrument, appeared before me this day in person, and according to the military Fillic. Staff of Runos.  In commission expires 4/13/52  Given under my hand and official seal, this 14th day of July 19 88  Commission expires 1/11/11  This instrument was prepared by  Traci Keiner 0555 Willow Springs Rd., #9, Countryside  Traci Keiner 0555 Willow Springs Rd., #9, Countryside  This instrument was prepared by  Traci Keiner 0555 Willow Springs Rd., #9, Countryside  Chicago, Il. 60051  The Above Address is for statistical Place of the Record Address is for the Record Address is for the Record Address is for Statistical Place of the Record Address is for the Record   | "Official Se  | 01 99  | · · · · · · · · · · · · · · · · · · ·  | whose same  |  |
| Given under my hand and official seal, this 14th day of July 19 88  Commission expires 1992 1992 1992 1992 1992 1992 1992 199   | HOTARY FUBLIC. STATE OF   | RUNOS edged that they si free and voluntary act  | ened, scaled and delivered t<br>, for the uses and purposes  | he said instrument as   |  |
| Commission expires  | lancour   | ~~~·   |  |   | co.  |
| This instrument was prepared by  Traci Keiner 6555 Willow Springs Rd., #9, Countryside  Output  ME AND ADDRESS)  Tillinois, 60525 ADDRESS OF PROPERTY: 955 N. Massasoit  Chicago, Il. 60651  THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS IRUST DEED  ALL IN ADDRESS 6555 Willow Springs Rd. #9  SEND SUBSEQUENT TAX BILLS TO:  CITY AND Countryside, Il. ZIP CODE 60525  Jimmie & Willie Hardy  Name  OR RECORDER'S OFFICE BOX NO.  956 N. Massasoit   | / h - 3 h   |  | - day of July  | Kunte   | 1900   |
| AND Fidelity Financial Services, Inc.  AND Fidelity Financial Services, Inc.  AND Fidelity Financial Services, Inc.  THE ABOVE ADDRESS is FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS IRUST DEED  SEND SUBSEQUENT TAX BILLS TO:  CITY AND Countryside, Il. ZIP CODE 60525  OR RECORDER'S OFFICE BOX NO.  P56 N. Massassit  ADDRESS OF PROPERTY:  956 N. Massassit  Name  Recorder's Office Box No.  956 N. Massassit  |   |  |  |   | Natary Public  |
| OR RECORDER'S OFFICE BOX NO.  Girls 255 N. Massasoit  Chicago, Il. 60551  THE ABOVE ADDRESS IS FOR STATISTICAL PLANSES ONLY AND IS NOT A PART OF THIS TREST DEED  SEND SUBSEQUENT TAN BILLS TO:  Z  Jimmie 4: Willie Hardy  (Name)  956 N. Massasoit  Chicago, Il. 60551  THE ABOVE ADDRESS IS FOR STATISTICAL PLANSES ONLY AND IS NOT A PART OF THIS TREST DEED  SEND SUBSEQUENT TAN BILLS TO:  Z  OR  RECORDER'S OFFICE BOX NO.  956 N. Massasoit  Z  Z  Z  Z  Z  Z  Z  Z  Z  Z  Z  Z  Z  | Traci Keiner 6555 W   | illow Springs Rd.,#9, Count  | <b>y</b> yside   |   | <u></u>  |
| All To Aboress 6555 Willow Springs Rd. #9  City And Countryside, Il. ZIP CODE 60525  OR RECORDER'S OFFICE BOX NO.  SINCARD, II. SUBSIL STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS IRUST DEED SEND SUBSEQUENT TAX BILLS TO:  Jimmie & Willie Hardy (Name)   |   | ND ADDRESS) Illinois, 60   | 525 ADDRESS OF PROP<br>956 N. Mass   | ERTY:<br>asoit  | _  |
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| (Address)   |   |  | PURPOSES ONLY AND<br>TRUST DEED  |   | UNI N  |
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| WALKER OF A A WOULD IN THE P  | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,   |  | 956 H. Massas  | Name)<br>DŽŽ  | 5<br>12<br>12<br>12<br>12<br>12<br>13<br>14<br>14<br>14<br>14<br>14<br>14<br>14<br>14<br>14<br>14<br>14<br>14<br>14  |

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## THE FOLLOWING ARE THE COVENANTS CONSTTIONS AND JEDVISION REFERDED TO IN PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED AND THICK FORM A PART OF THE TRUST DEED AND 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 mechanic's liens 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. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay 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 or repairing the same or to pay in full the indebtedness secured hereby, all in companies 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 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 bereinbefore 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 prior encumbrances, if any, and purchase, discharge, compromise or settle 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 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 tien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein ay horized 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. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 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 bill, tax ment or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the washity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay (ar') item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid 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 when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors 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 be tweether 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 d.c. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditure; 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, ould a for documentary and expert evidence, stenographers' 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 examinate tions, guarantee policies, Torrens certificates; and sincilar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosceute 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: In addition, all expenditures and expenses of the nature in this paragraph mentioned shall be come so much additional indebtedness secured hereby and may eviately due and payable, with interest thereon at the rate of seven per cent per to proceeding, including but not limited to probate and bankruptey proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trustee or not actually commenced; or (c) preparations for the commenced of any suit for the foreclosure hereof after accural 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.
- 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 items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtodes additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any 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 foreclose this Trust D.o., 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 solvency of Mortgagors at the time of application for such receiver and without regard to the then alux of the premises or whether the same shall be then occupied as a homestead 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 care 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 times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers when 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) 7 indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or been me 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.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any defense which would not be 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 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 or obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable or 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 way equire indemnities satisfactory to him before exercising any power herein given.
- 13. 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 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 conforms in substance with the description herein comfained of 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 designated as makers thereof.
  - 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrer 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 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.

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.

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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.

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Trustee

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