- 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 he 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 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 title original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by that the protest of the protest of the provided by the protest of the protest of the provided by the protest of th
- Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, Thining 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 objects in case of loss or damage, to Trustee for the benefit of the holders of the note, yield rights to be evidenced by the standard mort-gaze clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in the increase of insurance about to expire, shall deliver renewal policies to that 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 r. theet the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein a hosteed 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 as specified in Promissory Note, 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, 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 or claim thereof.
- 6. Mortgagors shall pay each tier of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of thepromissory and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in thepromissory here 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.
- 7. When the indebtedness hereby secure 1 stall 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 may 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 debt. In prossing to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expert sees 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, outlay for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended accelerate of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar dall and assurances with respect to title as Trastee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to hidders 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 expensives and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immigrately due and payable, with interest thereon—as specified in Promissor Note when paid or incurred by Trustee or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them shall be a party, either as plaintiff, chairmant 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 accrual of such right to foreclose whether or not actually commenced.

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 forms as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness and under 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 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 no lee, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value v. 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, but the ceiver 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 statitury period for redemption, whether there he redemption or not, as well as during any further times sale. Starlingtons, 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, pussession, 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 in collectures secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become a perior 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.
- H. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and acress 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 or ligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor he liable for includes or amissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require 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 evegute 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 be asset the promissory note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true with a successor trustee the promissory note in the genuine note herein described any note is requested of a successor trustee. The arclease is requested of a successor trustee, such successor trustee the promissory note in the described of identification purporting to be executed by a prior trustee herein designated as the makers thereof; and who, have executed a certificate on any instrument identifying same as the promissory note described any note which may be presented and which conforms in substance with the description herein contained of the promissory 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. Paul P. Harris 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 promissorynote, or this Trust Deed.

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identified herewith under Identification No. .

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.

The promissory Note mentioned in the within Trust Deed has been

Trust Deed UNOFFICIAL COPY

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State of Illinois, County of __ Cook I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowleedged that h....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 seal, this ______ day of

MAIL TO: HARRIS LOAN & MORTGAGE CORP. 1701 SOUTH FIRST AVENUE

This instrument was prepared by Ruben Harris.

Notary Public

809/RES/1186PA

MAYWOOD, ILLINOIS 60153

1701 South First Avenue, Suite 300, Maywood, Illinois 60153

UNOFFICIAL COPY

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91 'Q'V

day of

CINEM NADER MY HAND AND NOTARIAL SEAL THIS 1st

for uses and purposes therein set forth.

his own free and voluntary act and as the free and voluntary act of said Trust Company,

Trust Company did affix the corporate seal of said Trust Company to said instrument as then and there acknowledges that _he, as custodian of the corporate seal of said Secretary Assistant for the uses and purposes therein set forth, and said_

their own free and voluntary act and as the free and voluntary act of said frust Company

dey in person and acknowledged that they signed and delivered the said instrument as Secretary, respectively, appeared before me this Vice President and Verretant

whose names are subscribed to the foregoing instrument as such Assistant Wice Assistant Secretary of said Trust Company, personally known to me to be the same persons Vice President of the MBD TRUST COMPANY OF ILLINOIS and Norman K, Solomon, Jr.

County, in the State aforegald, DO HEREBY CERTIFY THAT George J. Londan Vesterant

, a Notary Public in and for the said Joseph F. Sochacki

> COUNTY OF COOK STATE OF ILLINOIS)

Assistant Secretary

Asstates#E POLV

sojeja to bind the Trust Estate

as aforesaid and not personally, but NBD TRUST COMPANY OF ILLINOIS as Trustee

JUNE C/O and year first above writhen. corporate seal to be herunto affixed and attested by its Assistant Secretary, the day said, has caused there presents to be signed by its Assistant Vice-President, and its

IN WITNESS WHEREOF WID TRUST COMPANY OF ILLINOIS, not personally but as Trustee as afore-

itability of the guarantor, if any. in the manner herein and in said note provided or by action to enforce the personal by action conveyed for the payment thereof, by the enforcement of the lien hereby created enforcement of the lien hereby created in the manner herein and in said note provided or under shall look solely to the premises hereby conveyed for the payment thereof, by the holder or holders of said note and the owner or owners of any indebtedness accruing heretts successors and said NBD Trust Company of Illinois personally are concerned, the legal hereafter claiming any right or security hereunder, and that so far as the First Party and all such liability, if any, being expressly waived by Trustee and by every person now or accruing hereunder, or to perform any covenant either express or implied herein contained, personally to pay the said note or any interest that may accrue thereon, or any indebtedness creating any liability on the said First Party or on said NBD Trust Company of Illinois stood and agreed that nothing herein or in said note contained shall be construed as posesses full power and authority to execute this instrument) and it is expressly underin it as such Trustee (and seld MBD Trust Company of Lilinois, hereby warrente that it Trustee as aforesaid in the exercise of the power and authority conferred upon and vested THIS TRUST DEED is executed by the MBD TRUST COMPANY OF ILLINOIS, not personally but as