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Funds (if continued) will not provide sufficient Funds to pay Taxes which holder of the Note has required pursuant to paragraph 6 hereof to be paid out of the Funds, and insurance premiums, when due, For the purpose of determining whether a deficiency exists or if the Funds are so reduced such that the remaining Funds together with the monthly deposits of Funds (if continued) will provide sufficient Funds to pay any particular Taxes which holder of the Note has required pursuant to paragraph 6 hereof to be paid out of the Funds, or insurance premiums, when due, or whether the monthly deposits comply with the foregoing requirements, deposits for each item shall be treated separately, it being the intention that holder of the Note shall not be obligated to use monies deposited for the payment of an item not yet due and payable for the payment of an item that is due and payable. Notwithstanding anything to the contrary herein contained, holder of the Note shall not be liable for any failure to apply Funds to the payment of Taxes which holder of the Note has required pursuant to paragraph 6 hereof to be paid out of the Funds, and insurance premiums, unless Mortgagor, while no Default (as hereinafter defined in paragraph 10 hereof) exists hereunder, shall have requested holder of the Note, in writing, to make application of such Funds to payment of the particular Taxes which holder of the Note has required pursuant to paragraph 6 hereof to be paid out of the Funds, or insurance premiums for the payment of which such Funds were deposited, accompanied by the bills therefor.

- 3. **Application of Payments.** All payments described herein and all payments to be made under the Note shall be added together and the aggregate amount shall be paid by Mortgagor each month in a single payment to be applied by holder of the Note first in payment of amounts payable under paragraph 2 hereof, second to the indebtedness secured hereby other than principal and interest on the Note, third to interest on the Note and fourth to the amortization of the principal balance of the Note.
- 4. **Preservation of Premises; Liens.** Mortgagor shall (a) keep the Premises in good condition and repair, without waste; (b) promptly repair, restore or rebuild all buildings or improvements now or hereafter on the Premises which may become damaged or destroyed; (c) complete, within a reasonable time, any building(s) now or at any time in the process of erection upon the Premises; (d) make no substantial repairs, alterations or remodeling of the Premises unless the written consent of holder of the Note shall first have been obtained; (e) comply with all laws and municipal ordinances with respect to the Premises and the use thereof; (f) not do, or permit to be done upon the Premises, anything that might impair the value thereof, or the lien of this Trust Deed; (g) keep the Premises free from liens of mechanics and materialmen, and from all other liens, charges, claims or encumbrances, except for the liens of this Trust Deed and current real estate taxes not yet due and payable; (h) pay when due any indebtedness which may be secured by a lien, charge or encumbrance on the Premises superior to the lien hereof, and upon request, exhibit satisfactory evidence of the discharge of such prior lien, charge or encumbrance to holder of the Note; and (i) suffer or permit no change in the general nature of the occupancy of the Premises, without the prior written consent of holder of the Note.
- 5. **Inspection of the Premises.** Holder of the Note shall have the right to inspect the Premises from time to time at all reasonable times or times, and access thereto shall be permitted for that purpose.
- 6. **Taxes.** Mortgagor shall pay all general and special taxes, general and special assessments, water charges, sewer charges and other charges, fees, penalties, fines and impositions of any kind (all hereinafter generally called "Taxes") which may be levied, assessed, charged or imposed upon the Premises. Subject to applicable law, holder of the Note may require that all or some of the foregoing items included within the definition of Taxes be paid out of the Funds deposited by Mortgagor with holder of the Note in the manner provided by paragraph 2 hereof. If all or some of the foregoing items included within the definition of Taxes are not required by holder of the Note to be paid in such manner, Mortgagor shall pay such items by making payment, when due and before any penalty attaches, directly to the proper authority. Mortgagor shall promptly furnish to holder of the Note all notices of amounts due under this paragraph, and if Mortgagor shall make payment directly, upon request, Mortgagor shall deliver to holder of the Note receipts evidencing such payments. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by law, any Taxes that Mortgagor may desire to contest.
- 7. **Insurance.**
 - (a) At all times, Mortgagor shall keep all buildings and improvements now existing or hereafter erected on the Premises insured in the amount of their full insurable value, provided that the amount of such coverage shall not be less than that amount of coverage required to pay the indebtedness secured hereby, against loss or damage by fire, flood damage where the holder of the Note is required by law to have its collateral so insured, hazards included within the term "extended coverage", and such other hazards as holder of the Note may require from time to time, and for such periods as holder of the Note may require. Mortgagor shall provide such other insurance as holder of the Note from time to time may require. The insurer providing such insurance may be chosen by Mortgagor subject to holder of the Note's right to refuse, for reasonable cause, to accept any insurer offered by Mortgagor. All insurance policies and renewals thereof shall be in form acceptable to holder of the Note, shall include a standard mortgage clause or endorsement in form acceptable to holder of the Note in favor of and with loss payable to Trustee for the benefit of holder of the Note, and shall be delivered to holder of the Note. Appropriate renewal policies shall be delivered to holder of the Note and not less than ten (10) days prior to the respective dates of expiration.
 - (b) All premiums on insurance policies shall be paid out of the Funds deposited by Mortgagor with holder of the Note in the manner provided by paragraph 2 hereof, or, if not paid in such manner, by Mortgagor making payment, when due, directly to the insurer. Mortgagor shall promptly furnish to holder of the Note all renewal notices.
 - (c) In the event of loss or damage, Mortgagor shall give prompt notice to the insurer and holder of the Note, and holder of the Note is authorized to adjust, collect and compromise, in its discretion, all claims hereunder and, in such case, Mortgagor covenants to sign upon demand all receipts, vouchers and releases required to be signed by the insurance companies. Holder of the Note, at its option, may apply all or any part of the insurance proceeds of any loss either to the reduction of the indebtedness secured hereby in such order or manner as holder of the Note may elect or to the restoration or repair of the Premises. Any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments, if as provided in this Trust Deed, the Premises are acquired by Trustee or holder of the Note, all right, title and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from loss or damage to the Premises prior to the sale or acquisition shall pass to Trustee or holder of the Note to the extent of the sums secured by this Trust Deed immediately prior to such sale or acquisition.
 - (d) If holder of the Note required mortgage insurance as a condition of making the loan secured hereby, Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the agreement between Mortgagor and holder of the Note, or applicable law. All mortgage insurance premiums shall be paid out of the Funds deposited by Mortgagor with holder of the Note in the manner provided by paragraph 2 hereof.
- 8. **Holder's Performance of Mortgagor's Obligations.**
 - (a) If Mortgagor fails to perform the covenants and agreements herein and in the Note contained, or if any proceeding is commenced which materially affects the interest of Trustee or holder of the Note in the Premises, including, but not limited to, eminent domain, insolvency, code enforcement, or an arrangement or proceedings involving a bankrupt or decedent, then Trustee or holder of the Note may, but shall not be required to, make any payment or appearance or perform any act herein required of Mortgagor in any form and manner deemed expedient to Trustee or holder of the Note, and may, but shall not be required to, make full or partial payments of principal or interest on prior and co-ordinate encumbrances, if any, and purchase, discharge, compromise or settle any lien, encumbrance, suit, title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. Neither Trustee nor holder of the Note shall incur any liability because of anything that it may do or omit to do hereunder.
 - (b) All monies paid or advanced for any of the purposes hereinabove authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and other monies advanced by Trustee or holder of the Note to protect the Premises or the lien hereof, plus reasonable compensation to Trustee and holder of the Note 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 by Mortgagor without notice and with interest from the date of disbursement at the rate payable from time to time on the outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Inaction of Trustee or holder 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 Mortgagor. In making any payment herein authorized, Trustee or holder of the Note shall be sole judges of the legality and validity thereof, and of the amount necessary to be paid in satisfaction thereof.

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This document was prepared by:
1701 River Oaks Drive Calumet City, IL 60409 (Address)

(Name) G. Liocka

AND IT IS FURTHER AGREED THAT:

1. Payment of indebtedness. Mortgagor shall promptly pay when due each item of indebtedness secured hereby, including, without limitation, principal, interest and monthly deposits described in paragraph 2 hereof, and shall duly perform and observe all the covenants and agreements herein or in the Note provided on the part of Mortgagor to be performed and observed.
2. Deposits for Taxes and Insurance. In addition to the monthly installments of principal and interest payable under the Note, subject to applicable law or to a written waiver by holder of the Note, Mortgagor shall pay to holder of the Note on the day ("Funds") equal to one-twelfth of the yearly Taxes (as that term is defined in paragraph 8 hereof) which holder of the Note has required pursuant to paragraph 8 hereof to be paid out of the Funds, next to become due upon the Premises, plus one-twelfth of the annual premium installments for hazard insurance, plus one-twelfth of the annual premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by holder of the Note all bills for Taxes which holder of the Note has required pursuant to paragraph 8 hereof to be paid out of the Funds, and insurance premiums received by Mortgagor, after presentation by Mortgagor of the bills therefor, shall apply to pay said Taxes which holder of the Note has required pursuant to paragraph 8 hereof to be paid out of the Funds, and insurance premiums received by Mortgagor, after presentation by Mortgagor of the bills therefor, shall apply to pay said Taxes which holder of the Note has required pursuant to paragraph 8 hereof to be paid out of the Funds, notwithstanding the purposes for which said deposits were made, may apply in reduction of the indebtedness secured hereby or any other charges then accrued, or to accrue, secured by this Trust Deed in such order and manner as holder of the Note may elect, and Mortgagor shall forthwith pay the resulting deficit, if a deficiency shall exist or if the Funds are so reduced that the remaining Funds together with the monthly deposits of any. If a deficiency shall exist or if the Funds are so reduced that the remaining Funds together with the monthly deposits of any.

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AND ALL OF THE LAND, ESTATE, PROPERTY AND RIGHTS HERETOFORE DESCRIBED AND HEREBY CONVEYED AND INTENDED TO BE, WHETHER OR NOT AFFIXED OR ANNEXED TO THE REAL ESTATE, ARE INTENDED TO BE AS A UNIT AND ARE HEREBY UNDERSTOOD, AGREED AND DECLARED TO FORM A PART AND PART OF THE REAL ESTATE AND TO BE APPROPRIATED TO THE USE OF THE REAL ESTATE AND FOR THE PURPOSES HEREOF SHALL BE DEEMED TO BE real estate conveyed and mortgaged hereby.

AND TO HAVE AND TO HOLD the Premises unto Trustee, its successors and assigns, forever, together with all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which rights and benefits a party expressly released and waived, for the purpose, uses and trusts herein set forth, together with all right to retain possession of the Premises after any default in the payment of all or any part of the indebtedness secured hereby or the breach of any covenant or agreement herein contained, or upon the occurrence of any Default (as hereinafter defined in paragraph 10 hereof).

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AND TOGETHER WITH all of the rents, income, receipts, revenues, issues and profits thereon and therefrom, of property not specifically enumerated.

TOGETHER with all improvements, renovations, fixtures, privileges, reservations, allowances, hereditaments and appurtenances now or hereafter thereto belonging or passing, and any and all rights and interests of every name and nature now or hereafter owned by Mortgagor, forming a part of or included in connection with the real estate or the operation and maintenance of the buildings and improvements located thereon, including, by way of enumeration but without limitation, all equipment owned by Mortgagor and used or useful in the operation of the real estate or improvements thereon or furnished by Mortgagor to tenants thereof; all machines, machinery, fixtures, apparatus, equipment, or articles used to supply heating, gas, electricity, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration and ventilation (whether single units or centrally controlled), and all floor coverings, screens, storm windows and doors, window shades, blinds, awnings, awnings, refrigerators, dishwashers, disposal units, range hoods, water heaters and blowers; in each case now or hereafter placed in, on or at the Premises, it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically enumerated.

Principal Meridian, in Cook County, Illinois, in Cook County, Illinois, Permanent Tax ID #27-29-202-009
40 feet thereof) of Section 29, Township 36 North, Range 12 East of the Third
East 1/4 (except that part of the West 41.0 feet lying southerly of the Northerly
Parcel 3: The South 1/2 of the North 1/2 of the South West 1/4 of the North
Parcel 2: The North 1/2 of the South West 1/4 of the North 1/4 of Section
29, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.
\$18.25
#1508 # 2 * 57-078885
COOK COUNTY RECORDER

Parcel 1: The South 5 acres of the East 1/2 of the North West 1/4 of the North East 1/4 of Section 29, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

NOW, THEREFORE, Mortgagor, to secure the repayment of the indebtedness secured hereby in accordance with the covenants and agreements herein and in the Note contained, and the performance and observance of the covenants and agreements of Mortgagor as herein and in the Note contained, and also in consideration of the sum of One Dollar (\$1.00) in hand paid and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Convey and Warrant unto Trustee, its successors and assigns, the following described real estate:

WHEREAS, the indebtedness evidenced by the Note, including the principal thereof and interest thereon, and all extensions and renewals thereof, in whole or in part, and any and all other sums which at any time may be due or owing or required to be paid Note are hereinafter, whether one or more, called "holder of the Note";

WHEREAS, Mortgagor is justly indebted to the legal holder(s) of the installment note hereinafter described, in the principal sum of ONE MILLION FORTY THREE THOUSAND TWO HUNDRED FORTY SIX and 88/100—Dollars (\$ 1,043,246.88), which indebtedness is evidenced by Mortgagor's installment note (the identity of which is evidenced by an identification number corresponding to the identification number of this Trust Deed), or even dated herewith, made payable to BEARRR, bearing interest and upon the terms and provisions as provided therein (hereinafter "Note"), and delivered, in and by which Note, Mortgagor promises to pay the said principal sum and interest thereon in monthly installments as provided therein, with the balance of the indebtedness, if not sooner paid, due and payable on March 3, 1990

THIS TRUST DEED made this 3rd day of March 1990 between Exchange Bank of River Oaks, not personally, but as Trustee under Trust Agreement dated 8/29/88 and known as Trust #2308, of Calumet City, Illinois, and State of Illinois (hereinafter, whether one or more, and if more than one, jointly and severally, called "Mortgagor") and EXCHANGE BANK OF RIVER OAKS, an Illinois banking corporation, doing business and having its principal office in Calumet City, Illinois, as Trustee, therein after called ("TRUSTEE") WITNESSETH:

of the County of Calumet City, Illinois, and State of Illinois (hereinafter, whether one or more, and if more than one, jointly and severally, called "Mortgagor") and EXCHANGE BANK OF RIVER OAKS, an Illinois banking corporation, doing business and having its principal office in Calumet City, Illinois, as Trustee, therein after called ("TRUSTEE") WITNESSETH:

1701 River Oaks Drive Calumet City, IL 60409
Bank of River Oaks
EXCHANGE

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TRUST DEED

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- 17. Waiver of Defense. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interested therein in an action at law upon the Note.
- 18. Forbearance by Trustee or Holder. No Waiver, any delay, or omission by Trustee or holder of the Note in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall be deemed to imperil or preclude the exercise of any such right or remedy. No waiver by Trustee or holder of the Note of performance of any covenant or agreement herein or in the Note contained hereafter in any manner shall affect the right of Trustee or holder of the Note to require or enforce performance of the same or any other of said covenants or agreements, and no single or partial exercise by Trustee or holder of the Note of any right or remedy hereunder shall preclude other or further exercise thereof or the exercise of any other right or remedy.
- 19. Rights and Remedies Cumulative. All rights and remedies herein conferred upon Trustee or holder of the Note are distinct and cumulative to any other rights and remedies under this Trust Deed or afforded by law or equity, and may be exercised concurrently, independently or successively. Every right or remedy may be exercised from time to time and as often as may be deemed expedient by Trustee or holder of the Note.
- 20. Release of Trust Deed. Trustee shall release this Trust Deed and the lien thereof upon presentation of satisfactory evidence that all indebtedness secured hereby has been fully paid and all covenants and agreements herein made by Mortgagor have been performed, and upon the payment of a fee for its services as determined by its rate schedule in effect when the release deed is issued. Trustee shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Trust Deed. The provisions of the "Trust and Trustees Act" of the State of Illinois as amended from time to time shall be applicable to this Trust Deed. Trustee may execute and deliver such release to, and at the request of, any person who shall, either before or after maturity thereof, produce and exhibit to Trustee this Trust Deed and the Note which bears the identification number of this Trust Deed and purports to be executed by the person(s) designated in this Trust Deed as the maker thereof, both representing that all indebtedness secured hereby 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 Note described herein any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the Note and which purports to be executed by the persons herein designated as the makers thereof. Where the release is requested of Trustee and it has never placed its identification number on the Note, it may accept as the Note 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 by the makers thereof.
- 21. Waiver of Liability. Neither Trustee, nor any of its agents or attorneys, nor holder of the Note, shall (a) have any duty to examine the title, location, existence or condition of the Premises, or to inquire into the validity of the signatures or the identity, capacity or authority of the signatories on the Note or on this Trust Deed; (b) be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof; or (c) be personally liable for any acts or omissions hereunder, except in case of their own gross negligence or willful misconduct or that of the agents, attorneys or employees of Trustee or holder of the Note, and they may require indemnities satisfactory to them before exercising any power herein given.
- 22. Resignation of Trustee. Trustee, at any time, may resign or discharge itself of and from the trust hereby created by instrument in writing filed in the office of the Recorder or Registrar of Titles of the county in which this Trust Deed shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder 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.
- 23. Successors and Assigns. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagor and any and all persons claiming by, through or under Mortgagor, the same as if they were in every case named and expressed, and shall inure to the benefit of Trustee, its successors and assigns, and to holder of the Note. Each from time to time holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce all and every of the terms and provisions hereof as fully and to the same extent and with the same effect as if such from time to time holder of the Note were herein by name specifically granted such rights, privileges, powers, options and benefits.
- 24. After Acquired Consumer Goods. To the extent that any property constituting a part of the Premises are consumer goods, not-

Trust Deed

This ~~instrument~~ is executed by RIVER OAKS BANK AND TRUST COMPANY, not personally, but as Trustee under Trust No. 2308, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said RIVER OAKS BANK AND TRUST COMPANY 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 not contained shall be construed as creating any liability on the said First Party or on said RIVER OAKS BANK AND TRUST COMPANY personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, 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 RIVER OAKS BANK AND TRUST COMPANY 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 created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

DATE: March 3, 1989

RIVER OAKS BANK AND TRUST COMPANY
as Trustee, and not personally

BY: [Signature]
Vice President - Cashier

ATTEST: [Signature]
Trust Officer

CORPORATE SEAL

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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 the above named [Signature] Vice President - Cashier and Trust Officer of said RIVER OAKS BANK AND TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank, as Trustee aforesaid; for the uses and purposes therein set forth, GIVEN under my hand and Notarial Seal, this 3rd day of March, A.D., 19 89

[Signature]
Notary Public 3/30/89

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9. Condemnation. If the Premises, or any part thereof, shall be taken by condemnation, eminent domain or other taking, or by agreement between Mortgagor, holder of the Note and those authorized to exercise such right, holder of the Note is hereby empowered to collect and receive all compensation which may be paid for any property so taken, or for damages to any property not taken and all condemnation compensation so received shall be applied by holder of the Note as it may elect, to the immediate reduction of the indebtedness secured hereby, whether due or not, or to the repair or restoration of any property so damaged, provided that any excess over the amount of the indebtedness secured hereby shall be delivered to Mortgagor. Such application of condemnation compensation shall not extend or postpone the due dates of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amounts of such installments.

10. Default. The occurrence of any of the following shall constitute "Default" hereunder: (a) any failure to pay the Note when due, or any installment thereof, either principal or interest, as and when the same is due and payable, in accordance with the terms thereof; (b) any failure to make any deposits required hereunder; (c) any failure to pay any other indebtedness arising under the Note or this Trust Deed; (d) if a proceeding be instituted to enforce any lien, claim, charge or encumbrance upon the Premises; (e) if a proceeding of bankruptcy, receivership, reorganization or insolvency is filed by or against Mortgagor, or any of them, or if Mortgagor, or any of them, shall make any assignment for the benefit of creditors; (f) if the Premises be placed under the control or custody of any court; (g) if Mortgagor abandons the Premises; (h) if any statement, representation, covenant or warranty of Mortgagor herein or in any other writing at any time furnished by Mortgagor to Trustee or holder of the Note is untrue in any material respect as of the date made; (i) if a default pursuant to paragraph 14 hereof shall occur; (j) any failure to timely perform or observe any other covenant or agreement of Mortgagor contained in the Note or in this Trust Deed, which failure shall continue for a period of three (3) days. To the extent permitted by applicable law, whenever a Default shall have occurred, at its option, without notice or demand to Mortgagor or any party claiming under Mortgagor, and without impairing the lien created hereby or the priority of said lien or any right of Trustee or holder of the Note, Mortgagor and the Note may declare all unpaid indebtedness secured hereby immediately due and payable, and apply toward the payment of all unpaid indebtedness secured hereby any indebtedness of Trustee or holder of the Note to Mortgagor. For the purposes of this paragraph (e) only, the term "Mortgagor" shall mean and include not only Mortgagor, but also any beneficiary of a trustee mortgage and each person who, as guarantor, co-maker or otherwise, shall be or become liable for, or obligated upon any part of, the indebtedness secured hereby.

11. Foreclosure. When the indebtedness secured hereby, or any part thereof, shall become due, whether by acceleration or otherwise, and is not paid in accordance with the terms as herein and in the Note provided, Trustee or holder of the Note shall have the right to foreclose the lien hereof and to exercise any right, power or remedy as herein, in the Note or in the assignment of rents, if any, provided or by law or in equity conferred. In any suit or proceeding to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale to be paid out of the rents, or the proceeds of such sale, all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holder of the Note for court costs, attorney's fees, trustee's fees, appraiser's fees, expenditures for documentary and expert witness, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holder of the Note may deem necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree, the true condition of the title or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned shall be so much additional indebtedness secured hereby and shall become immediately due and payable by Mortgagor, without notice and with interest from the date of disbursement at the rate payable from time to time on the outstanding principal under the Note, unless payment of interest at such rate would be contrary to applicable law, in which event such amount shall bear interest at the highest rate permissible under applicable law.

12. Proceeds of Foreclosure Sale. 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 without limitation, all items enumerated in paragraph 11 above; second, all other items which, under the terms hereof, constitute indebtedness secured hereby additional to that evidenced by the Note, with interest thereon as herein provided; third, all interest remaining upon the Note; fourth, to the amortization of the principal balance remaining unpaid on the Note; and, fifth, any surplus to Mortgagor, its heirs, legal representatives, successors or assigns, as their rights may appear. In case of payment of said indebtedness after the preparation or filing of any suit, and prior to the entry of any judgment or decree, a reasonable sum for legal services rendered to the time of such payment shall be allowed, which, together with any sum paid for continuation of evidence of title, court costs, stenographers' charges, and expenses of such proceedings shall be additional indebtedness secured hereby.

13. Receiver. Upon, or at any time after the commencement of any foreclosure proceeding hereunder, the court in which such suit is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice to Mortgagor or any party claiming under Mortgagor, without requiring bond, without regard to the lien or priority of any person liable for payment of the indebtedness secured hereby, and with respect to the value of the Premises or the occupancy thereof as a homestead. Trustee or holder of the Note may be designated as such receiver. Such receiver shall have power to manage, rent, and collect the rents, issues and profits of the Premises, and to become due, during the pendency of such foreclosure suit and during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, 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, 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 from the Premises in his hands in payment in whole or in part of (a) the indebtedness secured hereby or the indebtedness secured by any decree foreclosing this Trust Deed, or any tax, special assessment or other liens which may be or become superior to the lien hereof or such decree, provided such application is made prior to the foreclosure sale; or (b) the deficiency in case of a sale and deficiency.

14. Restrictions on Transfer. It shall be an immediate Default hereunder if, without the prior written consent of holder of the Note, any of the following shall occur: (a) if Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of all or any part of the title to the Premises; (b) if Mortgagor is a trustee, then if any beneficiary of Mortgagor shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of such bene- ficiary's beneficial interest in Mortgagor; (c) if Mortgagor is a corporation, or if a corporation is a beneficiary of a trustee mortgage, then if any shareholder or owning less than five percent (5%) of all classes of the outstanding shares of such corporation; or (d) if Mortgagor is a partnership or joint venture, or if any beneficiary of a trustee mortgage is a partnership or joint venture, then if any partner or joint venturer in such partnership or joint venture shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any part of the partnership interest or joint venture interest, as the case may be, of such partner or joint venturer. Provided, however, that the foregoing provisions of this paragraph shall not apply to the liens of this Trust Deed and current real estate taxes not yet due and payable. Title in Mortgagor's Successors. If the ownership of the Premises becomes vested in a person other than Mortgagor, Trustee or holder of the Note, without notice to Mortgagor, and may be in the same manner as with Mortgagor, and may be liable for payment of the indebtedness secured hereby, without discharging or in any way affecting the liability of Mortgagor hereunder or upon the Mortgage, provided, however, holder of the Note shall not exercise any of the rights and powers conferred upon it herein until, or verbal, provided, however, holder of the Note shall not exercise any of the rights and powers conferred upon it herein until, and unless one or more of the Data in paragraph 30 hereof is satisfied. Mortgagor shall have no liability for any and all liabilities, losses, damages, claims, demands, costs, expenses and fees which Trustee or holder of the Note may or might incur.

15. Title in Mortgagor's Successors. If the ownership of the Premises becomes vested in a person other than Mortgagor, Trustee or holder of the Note, without notice to Mortgagor, and may be in the same manner as with Mortgagor, and may be liable for payment of the indebtedness secured hereby, without discharging or in any way affecting the liability of Mortgagor hereunder or upon the Mortgage, provided, however, holder of the Note shall not exercise any of the rights and powers conferred upon it herein until, or verbal, provided, however, holder of the Note shall not exercise any of the rights and powers conferred upon it herein until, and unless one or more of the Data in paragraph 30 hereof is satisfied. Mortgagor shall have no liability for any and all liabilities, losses, damages, claims, demands, costs, expenses and fees which Trustee or holder of the Note may or might incur.

16. Title in Mortgagor's Successors. If the ownership of the Premises becomes vested in a person other than Mortgagor, Trustee or holder of the Note, without notice to Mortgagor, and may be in the same manner as with Mortgagor, and may be liable for payment of the indebtedness secured hereby, without discharging or in any way affecting the liability of Mortgagor hereunder or upon the Mortgage, provided, however, holder of the Note shall not exercise any of the rights and powers conferred upon it herein until, or verbal, provided, however, holder of the Note shall not exercise any of the rights and powers conferred upon it herein until, and unless one or more of the Data in paragraph 30 hereof is satisfied. Mortgagor shall have no liability for any and all liabilities, losses, damages, claims, demands, costs, expenses and fees which Trustee or holder of the Note may or might incur.

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UNOFFICIAL COPY

EXCHANGE BANK OF RIVER OAKS
P.O. BOX 1150
1701 RIVER OAKS DRIVE
ORLAND PARK, ILL. 60452

For Recorder's Index purposes, insert street address of above described Premises here:
167 & 108th Ave.
Orland Park, Ill.

(First Sub)

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY EXCHANGE BANK OF RIVER OAKS, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

IM P O R T A N T

Identification Number
EXCHANGE BANK OF RIVER OAKS, Trustee.

By: Assistant Trust Officer, Assistant Secretary,
Assistant Vice President

Notary Public

59060685

My Commission Expires: _____ day of _____, 19____
GIVEN under my hand and Notarial Seal this _____ day of _____, 19____
right of homestead, _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the
instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instru-
who _____ personally known to me to be the same person _____ whose name _____ subscribed to the foregoing
in the State aforesaid, DO HEREBY CERTIFY THAT _____, a Notary Public in and for and residing in said County,
STATE OF ILLINOIS
COUNTY OF COOK

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

- IN WITNESS WHEREOF, Mortgagor has executed and delivered this Trust Deed on the day and year first above written, stating the remainder of such provision or clause or the remaining provisions and clauses of this Trust Deed.
20. Provisions Severable. Whenever possible, each provision of this Trust Deed shall be interpreted in such manner as to be effective and enforceable. If any provision of this Trust Deed is held to be invalid, unenforceable, or in violation of any law, the remainder of this Trust Deed shall survive and remain in full force and effect.
 21. Governing Law. This Trust Deed shall be governed and construed in accordance with the laws of the State of Illinois.
 22. Joint and Several Liability. The word "Mortgagor" shall include all such persons and all persons liable for the payment of the indebtedness secured hereby or any part thereof, and all such persons shall be jointly and severally liable thereon, and any notice from Trustee or holder of the Note to Mortgagor may be given to all Mortgagors in care of any one or more Mortgagors selected by Trustee or holder of the Note. Notwithstanding anything to the contrary herein contained, no Mortgagor is obligated to pay any indebtedness described herein unless the Mortgagor has signed the Note.
 23. Captions and Pronouns. The captions and headings of the paragraphs of this Trust Deed are for convenience only and are not to be used to interpret or define the provisions hereof. Wherever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable. The word "Note" shall be construed to mean "Notes" when more than one note is used.
 24. After-Acquired Consumer Goods. To the extent that any property constituting a part of the collateral for the consumer goods security interest in after-acquired consumer goods of Mortgagor other than accessories unless Mortgagor acquires rights in said consumer goods within ten (10) days after Trustee or holder of the Note has given value. The terms in this paragraph 24 shall be defined as set forth in the Uniform Commercial Code as enacted in Illinois from time to time.
 25. Captions and Pronouns. The captions and headings of the paragraphs of this Trust Deed are for convenience only and are not to be used to interpret or define the provisions hereof. Wherever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable. The word "Note" shall be construed to mean "Notes" when more than one note is used.
 26. Joint and Several Liability. The word "Mortgagor" shall include all such persons and all persons liable for the payment of the indebtedness secured hereby or any part thereof, and all such persons shall be jointly and severally liable thereon, and any notice from Trustee or holder of the Note to Mortgagor may be given to all Mortgagors in care of any one or more Mortgagors selected by Trustee or holder of the Note. Notwithstanding anything to the contrary herein contained, no Mortgagor is obligated to pay any indebtedness described herein unless the Mortgagor has signed the Note.
 27. Governing Law. This Trust Deed shall be governed and construed in accordance with the laws of the State of Illinois.
 28. Provisions Severable. Whenever possible, each provision of this Trust Deed shall be interpreted in such manner as to be effective and enforceable. If any provision of this Trust Deed is held to be invalid, unenforceable, or in violation of any law, the remainder of this Trust Deed shall survive and remain in full force and effect.

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- 9. **Condemnation.** If the Premises or any part thereof, shall be taken by condemnation, eminent domain or other taking, or by agreement between Mortgagor, holder of the Note, and those authorized to exercise such right, holder of the Note is hereby empowered to collect and receive all compensation which may be paid for any property so taken or for damages to any property not taken and all condemnation compensation so received shall be applied by holder of the Note as it may elect, to the immediate reduction of the indebtedness secured hereby, whether due or not, or to the repair or restoration of any property so damaged, provided that any excess over the amount of the indebtedness secured hereby shall be delivered to Mortgagor. Such application of condemnation compensation shall not extend or postpone the due dates of the monthly installments referred to in paragraphs 1 and 2 hereof, or change the amounts of such installments.
- 10. **Default.** The occurrence of any of the following shall constitute a "Default" hereunder: (a) any failure to pay the Note when due, or any installment thereof, either principal or interest, as and when the same is due and payable, in accordance with the terms thereof; (b) any failure to make any deposits required hereunder; (c) any failure to pay any other indebtedness arising under the Note or this Trust Deed; (d) if a proceeding be instituted to enforce any lien, claim, charge or encumbrance upon the Premises; (e) if a proceeding of bankruptcy, receivership, reorganization or insolvency is filed by or against Mortgagor, or any of them, or if Mortgagor, or any of them, shall make any assignment for the benefit of creditors; (f) if the Premises be placed under the control or custody of any court; (g) if Mortgagor abandons the Premises; (h) if any statement, representation, covenant or warranty of Mortgagor herein or in any other writing at any time furnished by Mortgagor to Trustee or holder of the Note is untrue in any material respect as of the date made; (i) if a default pursuant to paragraph 14 hereof shall occur; (j) any failure to timely perform or observe any other covenant or agreement of Mortgagor contained in the Note or in this Trust Deed, which failure shall continue for a period of three (3) days. To the extent permitted by applicable law, whenever a Default shall have occurred, at its option, without notice or demand to Mortgagor or any party claiming under Mortgagor, and without impairing the lien created hereby or the priority of said lien or any right of Trustee or holder of the Note, holder of the Note may declare all unpaid indebtedness secured hereby immediately due and payable, and apply toward the payment of all unpaid indebtedness secured hereby any indebtedness of Trustee or holder of the Note to Mortgagor. For the purposes of subclause (e) of this paragraph 10 only, the term "Mortgagor" shall mean and include not only Mortgagor, but also any beneficiary of a trustee mortgagor and each person who, as guarantor, co-maker or otherwise, shall be or become liable for or obligated upon any part of the indebtedness secured hereby.
- 11. **Foreclosure.** When the indebtedness secured hereby, or any part thereof, shall become due, whether by acceleration or otherwise, and is not paid in accordance with the terms as herein and in the Note provided, Trustee or holder of the Note shall have the right to foreclose the lien hereof and to exercise any right, power or remedy as herein, in the Note or in the assignment of rents, if any, provided, or by law or in equity conferred. In any suit or proceeding to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale to be paid out of the rents, or the proceeds of such sale, all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holder of the Note for court costs, attorneys' fees, trustee's fees, appraiser's fees, expenditures 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 abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holder of the Note may deem necessary either to prosecute 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. All expenditures and expenses of the nature in this paragraph mentioned shall be so much additional indebtedness secured hereby and shall become immediately due and payable by Mortgagor, without notice and with interest from the date of disbursement at the rate payable from time to time on the outstanding principal under the Note, unless payment of interest at such rate would be contrary to applicable law, in which event such amount shall bear interest at the highest rate permissible under applicable law.
- 12. **Proceeds of Foreclosure Sale.** 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, without limitation, all items enumerated in paragraph 11 above; second, all other items which, under the terms hereof, constitute indebtedness secured hereby additional to that evidenced by the Note, with interest thereon as herein provided; third, all interest remaining unpaid on the Note; fourth, to the amortization of the principal balance remaining unpaid on the Note; and, fifth, any surplus to Mortgagor, its heirs, legal representatives, successors or assigns, as their rights may appear. In case of payment of said indebtedness after the preparation or filing of any suit, and prior to the entry of any judgment or decree, a reasonable sum for legal services rendered to the time of such payment shall be allowed, which, together with any sum, paid for continuation of evidence of title, court costs, stenographers' charges, and expenses of such proceedings shall be additional indebtedness secured hereby.
- 13. **Receiver.** Upon, or at any time after the commencement of any foreclosure proceeding hereunder, the court in which such suit is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice to Mortgagor or any party claiming under Mortgagor, without requiring bond, without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and without regard to the then value of the Premises or the occupancy thereof as a homestead. Trustee or holder of the Note may be appointed as such receiver. Such receiver shall have power to manage, rent, and collect the rents, issues and profits of the Premises due and to become due, during the pendency of such foreclosure suit and during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, 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 from the Premises in his hands in payment in whole or in part of (a) the indebtedness secured hereby or the indebtedness secured by any decree foreclosing this Trust Deed, or any tax, special assessment or other liens which may be or become superior to the lien hereof or such decree, provided such application is made prior to the foreclosure sale; or (b) the deficiency in case of a sale and deficiency.
- 14. **Restrictions on Transfer.** It shall be an immediate Default hereunder if, without the prior written consent of holder of the Note, any of the following shall occur: (a) if Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of all or any part of the title to the Premises; (b) if Mortgagor is a trustee, then if any beneficiary of Mortgagor shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of such beneficiary's beneficial interest in Mortgagor; (c) if Mortgagor is a corporation, or if a corporation is a beneficiary of a trustee mortgagor, then if any shareholder of such corporation shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any such shareholder's shares in such corporation, and such sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation results in a change in the voting control of such corporation, provided, that if such corporation is a corporation whose stock is publicly traded on a national securities exchange or on the "Over The Counter" market, then this subclause (c) shall be inapplicable as to all shareholders holding or owning less than five percent (5%) of all classes of the outstanding shares of such corporation; or (d) if Mortgagor is a partnership or joint venture, or if any beneficiary of a trustee mortgagor is a partnership or joint venture, then if any partner or joint venturer in such partnership or joint venture shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any part of the partnership interest or joint venture interest, as the case may be, of such partner or joint venturer. Provided, however, that the foregoing provision of this paragraph 14 shall not apply to the liens of this Trust Deed and current real estate taxes not yet due and payable.
- 15. **Title in Mortgagor's Successors.** If the ownership of the Premises becomes vested in a person other than Mortgagor, Trustee or holder of the Note, without notice to Mortgagor, may deal with such successor in interest with reference to this Trust Deed and the indebtedness secured hereby in the same manner as with Mortgagor, and may forbear to sue or may extend time for payment of the indebtedness secured hereby, without discharging or in any way affecting the liability of Mortgagor hereunder or upon the indebtedness secured hereby.
- 16. **Assignment of Rents.** As additional security hereunder, Mortgagor hereby assigns and transfers to holder of the Note all leases of the Premises, or any part thereof, together with all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease or agreement, whether written or verbal, it being the intention hereby to establish an absolute transfer and assignment of all the said leases and agreements, and all the avails thereof, to holder of the Note, and Mortgagor does hereby appoint irrevocably holder of the Note its true and lawful attorney in its name and stead (with or without taking possession of the Premises), to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms, in its discretion as it may determine, and to collect all said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases and agreements, written or verbal, provided, however, holder of the Note shall not exercise any of the rights and powers conferred upon it herein until and unless one or more of the Defaults set forth in paragraph 10 hereof shall have occurred. Neither Trustee nor holder of the Note shall be obligated to perform or discharge any obligation, duty or liability of lessor under any lease of the Premises, and Mortgagor does hereby indemnify, protect, defend and hold Trustee and holder of the Note harmless from and against any and all claims, damages, losses, expenses and costs which Trustee or holder of the Note may or might incur.

Trustee aforesaid, for the uses and purposes therein set forth, GIVEN under my hand and Notarial Seal, this 3rd day of March, A.D., 19 89

Deborah B. [Signature]
Notary Public 3/30/89