



# UNOFFICIAL COPY

## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 OF THE REFERENCE OF THIS TRUST DEED

1. Mortgagors shall (1) promptly repair, restore or rebuild any building or improvements now or hereafter on the premises which may become damaged or destroyed, (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not reported, subordinate to the lien hereof, (3) 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, (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises, (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (6) make no material alterations in said premises except as required by law or municipal ordinance.
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 duplicate receipts therefor. In event of 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 or explosion under policies providing for payment by the insurance companies or monies 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 additions 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 date 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 herebefore 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 redemption from any tax sale or foreclosure affecting said premises or contents thereof, or assessments. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter considered which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable with interest and with interest thereon at the then highest rate permitted by law. In action of Trustee or holders of the note shall never be considered as a waiver of any right or remedy in them in any 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, foreclosure, tax lien or title or claim thereof.
6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. In the event of the failure of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) when and where they 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 acceleration or otherwise, holders of the note or Trustee shall have the right to cause the lien hereof, in any suit to be released the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale or foreclosure, the expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, appraisers' fees, outlays for documents and expenses for recording, graphical charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such notices and proceedings, searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem reasonably necessary either to procure such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the premises and the value of the premises. All expenses and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and shall become immediately due and payable, with interest thereon at the then highest rate permitted by law, when paid or incurred by Trustee or holders of the note in connection with any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, or as a party to any suit or any indebtedness hereby secured, with preparations for the commencement of any suit for the foreclosure hereof after actual or constructive notice of such suit or proceeding actually commenced, or (c) preparation 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 are due to the holders of the note, fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
9. Upon, or at any time after the filing of a bill to enforce this trust deed, the court in which such bill 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 or insolvency of Mortgagors at the time of appointment, such receiver and without regard to the then value of the premises or whether or not 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 or to take any other action necessary, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagors may be in default of the redemption of such receiver, would be entitled to collect; such rents, issues and profits and all other powers which may be necessary or convenient to carry out the receiver's collection, 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 pay the net income in his hands in payment in whole or in part of (1) the indebtedness secured hereby, or by any decree later issued in such suit or proceeding, or (2) the satisfaction of other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the time of the receiver's appointment in case of a sale and deficiency.
10. 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 person paying 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 be obligated to record this trust deed, execute any power here given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in cases of fraud, gross negligence, or willful misconduct of that of his agents or employees of Trustee; and it may require indemnity so satisfactory to it before executing any power here given.
13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured hereby has been fully paid, and Trustee may execute and deliver a release hereof to and as the request of any person who shall, either before or after the date of the recording of this trust deed, exhibit to Trustee the note representing that all indebtedness hereby secured hereby has been paid, which representation Trustee may accept and the release hereof. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which is a duplicate of the original instrument purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained and the note shall be deemed to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and it has been executed by a person or persons, the instrument, if identical, same as the note described herein, it may accept as the genuine note herein described any note which may be presented to Trustee which conforms in substance with the description herein contained of the 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, and 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 the successor Trustee. Any successor Trustee hereunder shall have the identical title, powers and authority as are herein given to Trustee, and any Trustee or successor Trustee 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 heirs, assigns, legatees and devisees of Mortgagors, and shall include all such persons and all persons liable for the payment of the indebtedness secured hereby, whether or not such persons shall have executed the note or this Trust Deed.
16. Without the prior written consent of the holder or holders of the note secured hereby, the Mortgagors or Mortgagors shall not convey, or otherwise dispose of title to the premises herein involved. The holder or holders of the note secured hereby may elect to accelerate the entire unpaid principal balance of the note for breach of this covenant and no delay in such election after actual or constructive notice of such breach shall be considered a waiver of acceleration in any such conveyance or encumbrance.
17. This Trust Deed shall secure . . . any future advances made by the Mortgagor, for any purpose, at any time before the release and cancellation of this mortgage, but at no time shall this mortgage secure advances on account of said original note and such additional advances in a sum in excess of One hundred thousand and no/100ths Dollars. 100,000.00 provided that nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced in payment of the security or in accordance with covenants contained in the mortgage.
18. The undersigned agree to pay to the Bridgeview Bank and Trust Company (Bank) on each monthly payment date an additional amount equal to one-twelfth (1/12th) of the annual taxes and assessments levied against the mortgaged premises, and one-twelfth (1/12th) of the annual premiums for insurance carried in connection with said premises all as levied by the Bank. As taxes and assessments become due and payable and as insurance policies expire, or premiums thereon become due, the Bank is authorized to use such moneys for the purpose of paying such taxes or assessments, or renewing insurance policies or paying premiums thereon, and in the event such moneys are insufficient for such purpose the undersigned agree to pay the Bank the difference forthwith. It shall not be obligatory upon the Bank to inquire into the validity or accuracy of any of said items before making payment of the same and nothing herein contained shall be construed as requiring the Bank to advance other moneys for said purposes nor shall the Bank incur any personal liability for anything it may do or omit to do hereunder.
19. Late charge on payments made more than 15 days after due date of the month due shall be charged at the maximum rate permissible by law.

**IMPORTANT**  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 861  
Bridgeview Bank & Trust Company, Bridgeview, Illinois, Trustee  
By Edmund J. Shaker  
VICE PRESIDENT