(Monthly Payments Including Interest)

makes any warranty with respect there is, including any manastry of merchalitable	ry or lithess for a particular purpl	ise.		
THIS INDENTURE, made May 30,	: <u>0</u> 2	2.		
between MUELLERMIST IRRIGATION CO	an Illinois		89	255930
Corporation				
2612 S. 9th Avenue, Broadview, Ill	inois 60153		DEPT-01	\$1
herein referred to as "Mortgagors," and MAYWOOD-PRO	VISO STATE BAN	<u>.</u>		66/12/89 15:54:: 89-26593
an Illinois Banking Corporation			COOK COUNTY RE	· · · · · · · · · · · · · · · · · · ·
#11 Madison Street, Maywood, IL	50153 (STATE)			
herein referred to as "Trustee," witnesseth: That Whereas M	ongagors are justly inde	Acres 1	he Above Space For Reco	· · · · · · · · · · · · · · · · · · ·
herewith, executed by Mortgagors, made payable to Mayw delivered, in and by which note Mortgagors promise to per-	and-Provise State Bank, the principal sum of	Wo hundred	thousand and 60	/100
Dollars, and interest /v on May 30% 1989	on the balance of princip.	i remaining from tim	e to time unpaid at the rate	or Prince TANKA
per annum, such proximal volume to be payable in in 1986 to 19	stallments as follows: .ndinterest_c:	<u>inverest on</u>	<u> </u>	DXXX
he 30th day of each of hery month thereafter until			ment of principal and unter	
hall be due on the 30th day of May	🖁 🗓 ; all such payments on	account of the indeb	tedness evidenced by said:	note to be applied first
o accrued and unpaid interest on the unpaid principal halance.	and the remainder to prin	espail the postion of a	rach of sald installments co	nstatuting principal, to
he extent not paid when due, to bear success after the date is	or payment thereof, at th	و <u>متع و السائد</u> ان raic of	er cent per annum, and all	such payments being
made payable at 411 Madison Street, Mayabolder of the note may, from time to time, whiting appoint, worlding a sum remaining unpaid thereon. See ther with accrueince default shall occur in the payment, when dur, of any install indicontinue for three days in the performance of any liber agriculture of said three days, without notice), and if at all part	hich note further provide d interest thereon, shall t ment of principal or inter coment contained in this	s that at the election c ecome at once due at est in accordance with Frust Deed (in which	of the legal heider thereof a nd payable, at the place of a the terms thereof or in ca event election may be mad	nd without notice, the payment aforesaid, in use default shall occur e at any time after the
expiration of taild infee days, without house it, and that all part infeets. NOW THEREFORE, to secure the numerical the limits.	·	•	yment, nonce of dispense,	protest and power of
	ក្រុម ឧសភា (អ វាស្រាយមាន ឧក្សាវ	percentage of which their		
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Jako (Like) Salah S	4			•
A Company of the Comp				•
Contract to				
remanent Real Estate Index Number(s): 15-22-40 Address(es) of Real Estate: 2620 S. 9th Avenue			4, all inclusiv 60153	
TOGETHER with all improvements, tenements, easement uring all such times as Mortgagors may be entitled thereto (wheeondarily), and all fixtures, apparatus, equipment or articles and air conditioning (whether single units or centrally control wings, shorm doors and windows, floor on enings, inador beingraged premises whether physically attached theretoor not, eticles hereafter placed in the premises by Mortgagors or their TOHAVE AND TOHOLD the premises unto the said Trerein set forth, free from all rights and benefits under and by silortgagors do hereby expressly release and waise.	nich rents, issues and pro- own or hereafter therein e- led), and ventilation, inci- ds, stoves and water heat and it is agreed that all bu- successors or assigns shall ustee, its or his successor	its are pledged primal or thereon used to sur- luding (without restr ers. All of the forego- tidings and additions be part of the mortg and assigns, forever	in's and on a parity with sa house, gas, water, light, in ting the foregoing;, sere- one is a declared and agree and a similar or other app. aged premises, for the purpoles, and upo	id real estate and not power, refrigeration ones, window shades, and to be a part of the attatus, equipment or on the uses and trusts.
ne name of a record owner is: MUELLERMIST IR	RIGATION CO.,	n Illinois	Corporatius_	-
This frust Deed consists of two pages. The covenants, condi- rein by reference and hereby are made a part hereof the sa	itions and provisions appe ne as though they were l	aring of page 2 (the reer set out in (n) as	everse side of this Tima De Bakad be hinding on Mar	ed) are incorporated tracers, their beirs.
ccessors and assigns. Witness the hands and seals of Mortgagors the day and year			ST IRRIGATION	1
	(Sc21)	BAY	メンフ	(Seal)
PLEASE PRINT OR		Andr	EW L. WRIGHT(, P.	resident
PE NAME(S) BELOW NAMINE(S)	(Scal)	Juli	mit Fine	(Seali
		GUIL	LERMO GARCIA, S	ecretary '
tte of Illinois, County ofCOOK	ECERTIVANA ABOS		nigned, a Notary Public in tand Guillermo	
"Official SEASident and Secreta	ry of Muellers	ist Irrigat		
entitiary Public, States of Williams are this day in pers	on, and acknowledged ti	at <u>_\$h_\$¥</u> signe	subscribed to the for d, scaled and delivered the forth, including the releas	said instrument as
en under my hand and official seal, this 30 th 9 mmission expires 49 17	day of	f in	Valie	19_80_
s instrument was prepared by Judith L. Glaune	r, 411 Madisor	Street, Man	wood. 24 6015	Notary Public
HATWOOD-PROVISO STA	(NAME AND ADDRESS) TE BANK		0	
411 Madison Street.		60153		
RECORDER'S OFFICE BOX NO	500	(STATE)		(ZIP COOE)
e prime rate is defined as the rate	which is quot	ed by Harris	s Trust & Saving	s Bank of

THE FOLLOWING ARE THE COVENATS, CONDITIONS AND PROVISIONS REFERRILL TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FARM A PART OF THE TRUST DEED WHICH 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 mechanics 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 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 hereinbefore 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 little 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 lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein as univited may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without noting of a sith interest thereon at the rate of nine 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 nolders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, state ment or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the variety of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay ear of em 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
- 7. When the indebtedness hereby secure a hall 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 here. 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 oeb', in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and the passes 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, outlated after entry of the decree) of procuring all such abstracts of title, title searches and costs and costs, guarantee policies. Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to vidence to bidders at any sale which may be had pursuant to such decree the true comes of much addition at indebtedness secured hereby and immediately of the ample payable, with interest thereon at the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection with the proceedings, to which either of them shall be a party, either as plantant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit or more ding which might affect the premises or the security hereof, whether or not actually commenced; or (c) preparations for the defense of any threatened suit or more ding which might affect the premises or the security hereof, whether or not actually commenced; or (c) preparations for the defense of any threatened suit or more ding which might affect the premises or the security hereof, whether or not actually commenced; or (c) preparations for the defense of any threatened suit or more ding which might affect the premises or the security hereof, whether or not
- 8. The proceeds of any foreclosure sale of the premises shall be discribed 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 indebted as additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining uspaid; 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 Der 1, 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 or insolvency of Mortgagors at the time of application for such receiver and without regard to the then alue 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. So the receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case o' > cale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times who hortgagors, 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 sair 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) In: indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to fereclosure sale; (2) the deficiency in case of a sale and Neficiency.
- 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 rote hereby secured.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and a cess 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 Truste: b obligated to record this Trust Deed on to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for a , 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 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 incidences secured by this Trust Dred has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any berson, who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness beer 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 excepted by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purposes 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 the 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 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, 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.

dentified herev	with under Identific	ation No	<u> </u>	
	T.			

The Installment Note mentioned in the within Trust Deed has been

CASTICAL Commutia lawyer before using or acting under the form. Heather the publisher nor the select of this form	
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ADDRESS IN BLOCK 1 IN KOMAREK'S WEST 2ND STREET FOURTH ADDITION, A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 22. TOWNSHIP 39 (NORTH, RANGE 12, LYING EAST OF THE THEP PRINCIPAL MERIDIAN IN COOK COUNTY, LLINOIS. The mortgagor hereby valves any and all rights in redemption from sale under any order or decree of foreclosure of this trust deed, or its own behalf and on behalf or each and every person, except decree or judgment creditors of the mortgagor, equiring any interest in or title to the premises Subsequent to the date of this rust deed. **Address(s) or Meal Exist: EVAL AND ADDRESS OF THE THE SUBJECT OF THE	WARRANT unto the Trustee, its or his successors and assums, the following described Real I	Estate and all of their estate, right, title and interest therein.
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CONTROLLED TO HOLD THE PRINCIPAL MERIDIAN IN COOK COUNTY, LILINOIS. The mortgagor hereby vaives any and all rights is redemption from sale under any order or decree of foreclosure of this trust deed, or its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, localizing any interest in or title to the premises subscipent to the date of this crust deed. Addicated of Real Estate: DOGETHER with slimmyre ement, remement, excement, and appurentment thereo belonging and influent, when and profits thereof the so long and during all making any interest, and appurentment and profits thereof the so long and during all making and the make real estates and so secondarily, and all fittures, apparatus, equipment or attricts one or became thereof the so long and as a conditioning (whether single units or centrally controlled), and ventilation, including (whose treating the foregoing), creens, mindow bades, as an associated which are the source and windows). East covering, inadot beds, tenses and water heaters. All of the foregoing are obstacted and agreed to be a pair of the maintaining (whether space in the permoce's whortgapen or between the control of the mortgagory or between the forth free from all pipe times to Mortgagory or between the forth free from all pipels and described in the water trusted in the successive and assigns. Forever, for the purpose, and upon the uses and trusted the control of the control of the purpose, and upon the uses and trusted the name of a record owner. TO HAVE AND TO HOLD the premise winto the wat Trusted into the successive and assigns. For the same of a record owner in a successive and assigns, forever, for the purpose, and upon the uses and trusted the control of the control owner in a successive and assigns. State of Histories, Country of Cook. Williams and beach of Mortgagory the day and year first always a mind as papearing of Papearing and the binding of the single and beachers by the control owner in a subscribed to the fo	OF THAT PART OF THE EAST 1/2 OF THE SOUTH EAST I	
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Received by reference and hereby are made a part hereof the same at though they were here set out in (all addy that be binding on Managors, their beirs, were here and assigns. Witness the hands and seals of Mortgagors the day and year first above written PLEASE PRINTOR PLEASE PRINTOR PLEASE PRINTOR PLEASE PRINTOR PLEASE PRINTOR (Seal) GUILLERNO CARCIA, Secretary (Seal) OFFICIAL SEALS deep and Secretary of Muellermist Invitation Co. and are WRESS Lea R. Salvats ally known to me to be the same person. S. whose name S. 276 substribed to the foregoing instrument, sellotary Public, State planting on this day in person, and acknowledged that L. R. S. signed, sealed and delivered the said instrument as My Commission Expires this day in person, and acknowledged that L. R. S. signed, sealed and delivered the said instrument as might of the might be binding to the day of the same person of the uses and purposes therein set forth, including the release and waiver of the might one price. This instrument was prepared by Judith L. Glasner, 411 Madison Street, Maywood, In. 60153 (CIPY) MAYWOOD—PROVISO STATE BANK MAYWOOD—PROVISO STATE BANK (CIPY) (SEAL) (SEAL) MUELLERNIST, IRRIGATION (AND ABOULDERN) AND ABOULDERNO STATE BANK (CIPY) (SEAL) MUELLERNIST, IRRIGATION (SEAL) MUEL	rust deed. Addresses of Real Estate: EDED OF Take not one title to the premises Sulprust deed. Addresses of Real Estate: EDED OF Take not not one of apparenances thereto believing all such times as Mortgagors may be entitled thereto (which rents, issues and profits are psecondarily), and all fixtures, apparatus, equipment or attacks now or hereafter therein or there and air conditioning (whether single units or centrally controlled), and ventilation, including (amanings, storm doors and windows, flour coverings, inador beds, stores and water heaters. All mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings afficies nereafter placed in the premises by Mortgagors or their successors or assigns shall be part. TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and as herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemptic	oreditors of the mortgagor, bs_y lent to the date of this onging, no disents, assues and profits thereof for so long and bledged promons and on a parity with said real estate and not on used to sup: heat, gas, water, light, power, refrageration, without restricting the foregoing). Streets, window shades, of the foregoing are ordered and agreed to be a part of the and additions and a is milar or other apparatios, equipment or toof the mortgaged premise. signs, forever, for the purpose: and upon the uses and trusts.
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SELOW GUILLERMO CARCIA, Secretary State of Minois, County of Cook S. I. the undersigned, a Notary Public in and for said County State of Minois, County of State State shoreshid. DO HEREBY CERTIFY that Andrew L. Wright and Guillermo Garcia are "OFFICIAL SEASIGENT and Secretary of Muellermist Irrigation Co. and are wheres Lea R. Salvetsmally known to me to be the same person. S. whose name S. 276. Subscribed to the foregoing instrument, self-plary Public, State-person Williams are this day in person, and acknowledged that I. h. EV signed, sealed and delivered the said instrument as My Commission Expirestricted for the uses and purposes therein set forth, including the release and waiver of the month of the said instrument was prepared by Judith L. Glasner, 411 Madison Street, Kaywood, M. 60153 COMMENSIONERS DESCRIPTION OF THE BANK WAYWOOD-PROVISO STATE BANK WILL Madison Street, Maywood, II. 60153 (CITY) (SEASI) GUILLERMO CARCIA, Secretary In the undersigned, a Notary Public in and for said County State of Ministrument to Maywood, II. 60153 (CITY) (SEASI) GUILLERMO CARCIA, Secretary In the undersigned, a Notary Public in and for said County In the undersigned, a Notary Public in and for said County In the undersigned, a Notary Public in and for said County In the undersigned, a Notary Public in and for said County In the undersigned, a Notary Public in and for said County In the undersigned, a Notary Public in and for said County In the undersigned, a Notary Public in and for said County In the undersigned, a Notary Public in and for said County In the undersigned, a Notary Public in and for said County In the undersigned, a Notary Public in and for said County In the undersigned, a Notary Public in and for said County In the undersigned, a Notary Public in and for said County In the undersigned, a Notary Public in and for said County In the undersigned, a Notary Public in and for said County In the undersigned, a Notary Public in and for said County In the undersigned, a Notary Public	TOGETHER with all improvements, tenements, casements, and appurtenances thereto bed during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are provided in the premises and profits are provided in the conditioning (whether single units or centrally controlled), and all fixtures, apparatus, equipment or atticks now or hereafter therein or there and air conditioning (whether single units or centrally controlled), and ventilation, including (awnings, storm doors and windows, flour coverings, inador beds, stoves and water heaters. All mortgaged premises whether physically attached therefoor not, and it is agreed that all buildings articles necesiter placed in the premises by Mortgagors or their successors or assigns shall be part. TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and as herein set forth, free from all rights and benefits under and by sittue of the Homestead Exemption Mortgagors do hereby expressly release and waive. The name of a record owner is: <u>XUELLERM IST IRRIGATION CO.</u> , an II This Trust Deed consists of two pages. The coverants, conditions and provisions appearing of kerein by reference and hereby are made a part hereof the same as though they were here see successors and assigns.	oreditors of the mortgagor, bs yent to the date of this onging, no ill tents, issues and profits thereof for so long and sledged prim in it and on a parity with said real estate and not on used to super hear, gas, water, light, power, refrigeration without restrict ing the foregoing), wrecast, window shades, of the foregoing are ordered and agreed to be a part of the and additions and a 1s milar or other apparatus, equipment or tof the mortgaged premishing to twee, for the pulpose, and upon the uses and trusts on Laws of the State of the nor in the said rights and benefits in linois Corporatio: Apage 2 (the reverse side of this Trial) red) are incorporated out in full askiphal be binding on the pagors, their beirs, JELLERMIST IRRIGATION
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"OFFICIAL SEALS ident and Secretary of Muellermist Irrigation Co. and are WESS Lea R. Salves nathy known to me to be the same person S. whose name S. 279 subscribed to the foregoing instrument, the Modern Public, State private this day in person, and acknowledged that Line Y signed, sealed and delivered the said instrument as My Commission Expires hild 11 free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the might of home with the might of home with the might of home with the mission expires day of Max 19 39 home instrument was prepared by Judith L. Glasner, 411 Madison Street, Maywood, M. 60153 Sail this instrument to MAYWOOD-PROVISO STATE BANK 411 Madison Street, Maywood, II. 60153 (CIPCODE)	TOGETHER with all improvements, tenements, easements, and appurtenances thereto beld during all such times as Mortgagors may be entitled thereto (which rants, issues and profits are psecondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or there and air conditioning (whether single units or centrally controlled), and ventilation, including (awnings, storm doors and windows, floar coverings, inador bods, stores and ware heaters. All mortgaged premises whether physically attached therefoor not, and it is agreed that all buildings articles necestifer placed in the premises by Mortgagors or their successors or assigns shall be part. TO HAVE AND TO HOLD the premises unto the said Trustee, its or assigns shall be part to HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns do hereby expressly release and waive. The name of a record owner is: WISHLERWIST IRRIGATION CO., BD. II This Trust Deed consists of two pages. The covenants, conditions and provisions appearing of kerein by reference and kereby are made a part hereof the same at though they were here see successors and assigns. Witness the hands and seals of Mortgagors the day and year first above written. [Seal] PLEASE PRINTOR TYPE NAME(S) BELOW	oreditors of the mortgagor, bs y lent to the date of this onging, and ill sents, issues and profits thereof for so long and bledged priming and on a parity with said real estate and not on used to super hear, gas, water, light, power, refrigeration without restricting the foregoing), screens, window shades, of the foregoing are o related and agreed to be a part of the and additions and a 1s milar or other apparatus, equipment or ted the mortgaged premise signs, forever, for the pu pose, and upon the uses and trusts on Laws of the State of the purpose, such said rights and benefits linois Corporation Appage 2 (the reverse side of this Trus B red) are incorporated out in (all and shall be binding on Managors, their beirs, JELLERMIST, IRRIGATION Co. (Seal) ANDREW L. WRIGHT, President
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THE FOLLOWING ARE THE COVEN LITS, CANDITIONS AND JEDVISIONS REJERITED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND THE COUNTY FOR A PART DE THE TRUST DEED AND THERE BEGINS:

- i. 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 hereinbefore 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 lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein au horized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and psyable without notice and with interest thereon at the rate of nine per cent per anasem. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right actual, g to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trivice or the bolders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, rate ment or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the social point of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay and 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 he teright 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. b. 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, outla's fee 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 examinations, guarantee policies. Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably 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. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured bereby and immediately due and payable, with interest thereon at the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection with a party, either as plantif, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the formions that he premises or the security hereof, whether or not actually commenced:

 On the proceedings, to which either of them shall be a party, either as plantif, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit or proceeding, the premis
- 8. The proceeds of any foreclosure sale of the premises shall be d stributed 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 indebted ess additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining map ld; 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 De d 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 value 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 case of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption of not, as well as during any further time, hen Mortgagors, 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 in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become 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.
- 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 or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for 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 here a require indemnities satisfactory to him before exercising any power herein given.
- 13. Trustee shall release this Trust Deed and the liest thereof by proper instrument upon presentation of satisfactory evidence that all inchedeness 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 acrops who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness fereby 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 contained 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 a super executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note and which purports to be executed by the persons herein designated at 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,
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 small 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.

IMPORTANT	The Installment Note mentioned in the within Trust Deed has been
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED	identified berewith under Identification No.
SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE FRUST DEED IS FILED FOR RECORD.	

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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 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.

13. Trustee shall release this Trust Deed has been fully paid; and Trustee may execute and deliver a release the request of any paid; and Trustee may execute and deliver a release beroof to and at the request of any their Trust Deed has been fully paid; and Trustee may execute and deliver a release in representing that all indebtedness received by their persons for a release may accept as trust without inquirty. Where a release is requested of a successor trustee, the seconds of a successor trustee. Trustee there are all indebtedness are all indebtedness as prior trustee herein described any note which been a certificate of identification purporting to be extended on the original trustee and he based to be executed by the persons been designated as the maskers thereof; and where the release is requested of the original trustee and he based to be executed by the persons been designated as the maskers thereof; and where the release is requested of the original trustee and he based to executed by the persons been designated as the maskers thereof; and where the release is requested of the original trustee and he based to executed by the persons been designated as the maskers thereof; and where the release is requested of the original trustee and he based to executed by the persons the designated as the maskers thereof.

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12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor sh. a rustee be obligated to record this Trust Deed of to exercise any power herein given unless expressive obligated by the terms hereof, nor be list e for any require indemnities hereinful case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and 'se may require indemnities astistactory to him before exercising any power herein given.

the Trustee or the ailteat purpose. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable that and access thereto shall be per-

10. No action for the enforcement of the lien of this Trust Deed or of any provision dereof shall a 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 secure.

9. Upon or at any time steet the filting of a complaint to foreclose this T.u.t. I sed, the Court in which such complaint is filed may appoint a receiver Juck and of said premises. Such appointment may be made either before or after is a without regard to the time of application for such receiver and without regard to the offer the remises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as us, "criver, Such receiver shall have power to collect the traits occupied as a homestead or not and the Trustee hereunder may be appointed as us," criver, Such receiver shall have power to collect the traits of such coreclosure suit and, in care when Mortagens, during the full statutory period for redemption, whether there be redemption or not, as well as during any fur their inner when Mortagens, control, management and operations of the premises during the whole or in part off. (1) The Court from time to time may be necessary or are usual in such easily and premised. The Court from time to time may decree the receiver to apply the nest income in his hands in payment in which may be no become superior to the firm time of time way decree the decrees secured hereby, or by any decree the receiver to apply the nest income in his parts in a payment in case of a become superior to the firm here of such that the superior to the subsection is made prior to foreclosure sale; (2) the deficiency in case of a salt and deficiency.

(a) No action becomes of the processment of other periods are superior to any steems which are of as any are not any there are the period or of such any action for the application is made prior to their them are necessary. The subsect of the process are superior or the subsection of the process and decrees, provided such application of the the broadens are of the any active forest the any of the subsection of the process.

8. The proceeds of any inteclosure 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 forcelosure proceedings, including all such items as are mentioned in the proceeding paragraph hereof; second, all other items which under the terms hereof constitute secured indet ledness additional to that evidenced by the note beredy secured, with interest thereof constitute say interest releast additional to that evidenced by the note being, legal representatives or assigns as their rights may appear.

The When the indeptedness beceby a coured shall become due whether by the terms of the note described on page one or by acceleration or spicewise, holders of the note of Trustee. Interest the content of a most as definitions of the note of Trustee. In the decree to a not any and to foreclose the fien heterof, there shall be allowed and included as additional in the decree for all expensive feet, in any any tony to foreclose the paid of inclured by or on behalf of Trustee or bodders of the note and costs and captures in the decree for all expensive feet, and expense which may be paid or inclured by or on behalf of Trustee or bodders of the note and costs and captured by the captures of the searches and expense evidence, attenographers' charges, position of the capture of the control and the same that are the captures and expense evidence, attenographers' charges, position is a searches and expense evidence, attenographers' charges, or long the capture of the control and a searches and expense evidence, attenographers' charges and expense of the same cost and captures and expense or bodders of the note may deem to the capture corrections to the capture of the same and any decrease or the captures and expense of the same and any decrease of the captures of the note may deem to come so much additional indebtedness secured hereby and its notine per captures of the nature in this paragraph mentioned shall be come and additional indebtedness secured for the notion of the same control of the notion of the same control of the notion of the

6. Mortgagors shell a seconding to the recting mentioned, both principal and interest, when due according to the terms hereof. At the election of the holder, so in the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, mover the election of the holder, of 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 in the principal or in the performance of any other agreement of the Mortgagors of performance of any other agreement of the Mortgagors between containing the mention of the Mortgagors.

3. The Trustic, or he holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any vill, evatement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

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 decemed expedient, and may, but need not, make full or partial payments of principal or interest on tredem prior mentally, and purchase, discharge, compromise or settle; any tax, liers or other prior tien, or, title or claim interest, or redeem from any tax ask or forteiture affectings and entires or contest any tax or other prior tien, out the or claim in authorized hereins authorized matter concerning and all expenses paid or incurred in connection therewith, including reasonable attorneys feet, and any other moneys advanced by Trustee or the holders of the not appropriately proposed by Trustee or the purposes herein authorized may be taken, shall be so much additional indebtedness secured bereby and shall become immediately due and payable without notice and with interest thereon as the line for each matter concerning to a stail never be considered as a waiver of the note shall never be considered as a waiver of any right are mun account of any default hereunder on the part of Neorgagors.

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 cither to pay in the note, under insurance or repairing the same or to pay in the light methodereas secured hereby, all in companies satisfactory to the holders of the note, under insurance to be statement to post in the confer of the rote, such rights to be evidenced by the standard mortages of the rote, and in policies for the beat of the note, and in mortages of loss or damage, to Trustee for the befield of the holders of the rote, such rights to be evidenced by the standard mortages agas or damage, to Trustee for the benefit of the note, and in contains the policies of the note, and in case of insurance about to expire, shall deliver all policies not less than ten days prior to the respective dates of expiration.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, cower 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 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.

1. Mortgagots 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 mechanics, liens or liens in favor of the United States or other liens or claims for lien any independent and promote exhibit satisfaction any be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactions 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 on or at any time in precess of efection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to now or at any time in precess of efection upon said premises; (6) comply with all requirements of law or municipal ordinance or as premises and the use thereof. (7) make no material alterations in said premises except as required by law or municipal ordinance or as premises and the use therefore the Trustee or holders of the note.

OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS: THE FOLLOWING ARE THE COVENAUS, CONDITIONS AND PROVISIONS REFERRED TO ON PACE I (THE REVERSE SIDE