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THIS IS A SECOND MORTGAGE

THIS INDENTURE, made JUNE 15 1989, between

NEDRA BOYER

911 S. 8TH AVE, LAGRANGE, IL

(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and

WEST SUBURBAN BANK OF DOWNERS GROVE/LOMBARD

2800 S. FINLEY RD., DOWNERS GROVE, IL 60515

(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of FIVE THOUSAND AND NO/100 DOLLARS

(\$ 5,000.00) payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors on the 06/15/89

sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the _____ day of _____

1989, and all of said principal and interest are made payable at such place as the holders of the note may from time to time in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 2800 S. FINLEY RD., DOWNERS GROVE, IL 60515

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the LAGRANGE COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

SEE EXHIBIT "A"

THIS MORTGAGE SHALL SECURE ANY AND ALL RENEWALS OR EXTENSIONS OF THE WHOLE OR ANY PART OF THEIR INDEBTEDNESS HEREBY SECURED HOWEVER EVIDENCE, WITH INTEREST AT SUCH LAWFUL RATE AS MAY BE AGREED UPON AND ANY SUCH RENEWALS OR EXTENSIONS OR ANY CHANGE IN THE TERMS OR RATE OF INTEREST SHALL NOT IMPAIR AND ANY MATTER VALIDITY OF OR PRIORITY OF THE MORTGAGE, NOR RELEASE THE MORTGAGE OR ANY GUARANTEE FROM PERSONAL LIABILITY IF ASSUMED FOR THE INDEBTEDNESS HEREBY SECURED.

which, with the property hereinafter described, is referred to herein as the "premises."

Permanent Real Estate Index Number(s): 18-09-407-003-1095
Address(es) of Real Estate: 911 S. 8TH AVE., LAGRANGE, IL

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TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is: SAME AS ABOVE

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand . . . and seal . . . of Mortgagors the day and year first above written.

Nedra Boyer (Seal) _____ (Seal)
NEDRA BOYER

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) _____ (Seal) _____ (Seal)

State of Illinois, County of _____ ss., I, the undersigned, a Notary Public in and for said County

in the State aforesaid, I DO HEREBY CERTIFY that SAME AS ABOVE

IMPRESS SEAL HERE personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 22nd day of June 1989.
Commission expires 2-19-92 SHAMIM SHAH

This instrument was prepared by _____ (NAME AND ADDRESS)
Mail this instrument to WEST SUBURBAN BANK OF DOWNERS GROVE/LOMBARD
2800 S. FINLEY RD., DOWNERS GROVE, IL 60515
(CITY) (STATE) (ZIP CODE)

"OFFICIAL SEAL" Notary Public
Jarmila F. Rakosnik
Notary Public, State of Illinois
My Commission Expires 2/19/92

OR RECORDER'S OFFICE BOX NO: 89294983



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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be 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 expressly subordinated to the lien thereof; (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 the Mortgagee; (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 the Mortgagee 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. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagee shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and winds, 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 Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, 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 the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
7. In case of default therein, Mortgagee 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 attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. 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 expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee 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. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.
11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, with any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
12. Upon or at any time after the filing of a complaint to foreclose this mortgage 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 value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee 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 of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers 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 mortgage, 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.
13. 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 interposing same in an action at law upon the note hereby secured.
14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
18. This mortgage 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 liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

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UNIT NUMBER 8-11 IN VILLA VENICE CONDOMINIUM, AS DELINEATED OF PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:
LOT 1 IN STANLEY A. PAPIERZ BUILDERS INCORPORATED RESUBDIVISION OF BLOCK 8, LOTS 1 TO 48, BOTH INCLUSIVE, IN BLOCK 1 AND THE VACATION OF 52ND STREET BETWEEN 8TH AVENUE AND 9TH AVENUE, THE WEST 1/2 OF SOUTH 9TH AVENUE BETWEEN PLAINFIELD ROAD, AND 51ST STREET, AND PUBLIC ALLEY BETWEEN 52ND STREET AND 51ST STREET, IN 1ST ADDITION IN WEST CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF VIAL ROAD (SO CALLED) ACCORDING TO THE PLAT OF SAID STANLEY A. PAPIERZ BUILDERS INCORPORATED RESUBDIVISION RECORDED APRIL 15, 1964 AS DOCUMENT NUMBER 19099896, IN COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "D" TO DECLARATION OF CONDOMINIUM MADE BY CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 30, 1978, KNOWN AS TRUST NUMBER 10-71721, RECORDED IN THE OFFICE OF RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 24617218 AND AMENDED BY DOCUMENT 24617219, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Cook County Clerk's Office

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Property of Cook County Clerk's Office

EXCHANGE
Bank of River Oaks

1701 River Oaks Drive
Calumet City, IL 60409



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TRUST DEED
SECOND MORTGAGE FORM

89294984

THIS TRUST DEED made this 17th day of June, 1989, between Dale Schilling, a
married man

of the City of Harvey, County of Cook

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, (hereinafter called "Trustee")) WITNESSETH:

WHEREAS, Mortgagor is justly indebted to the legal holder(s) of the installment note hereinafter described, in the sum of Principal Fourteen
Thousand One Hundred Five Dollars and 83/100----- Dollars

(\$ 14,105.83), 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), of even date herewith, made payable to THE ORDER OF EXCHANGE BANK OF RIVER OAKS, and upon the terms and provisions as provided therein, (hereinafter "Note") and delivered in and by which Note, Mortgagor promises to pay said indebtedness in monthly installments as provided therein, with the final installment,

if not sooner paid, due and payable on June 23, 1999; and

WHEREAS, the indebtedness evidenced by the Note and all extensions and renewals thereof, in whole or in part, to the extent permitted by applicable law, all costs and disbursements, including, without limitation, reasonable attorneys' fees, incurred by Trustee and/or holder of the Note in legal proceedings to collect the debt evidenced by the Note or to realize upon any Collateral (as defined in the Note) after Default (as hereinafter defined in paragraph 9 hereof), and any and all other sums which at any time may be due or owing or required to be paid as provided in this Trust Deed or in the Note, are hereinafter called the "indebtedness secured hereby". The legal holder(s) of the Note are hereinafter, whether one or more, called "holder of the Note". The unearned portions of the FINANCE CHARGE and insurance charge(s), if any, determined as set forth in the Note are hereinafter called "Unearned Charges";

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:

Lot 43 (except the South 20 feet) and Lot 44 in Block 150 in Harvey, a subdivision in Sections 7 and 18, all in Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

PIN# 29-07-424-046

89294984

PROPERTY ADDRESS: 15015 Winchester, Harvey, Illinois

DEPT-01

\$14.00

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COOK COUNTY RECORDER

which, together with the property hereinafter described, is called the "Premises",

TOGETHER with all improvements, tenements, buildings, easements, fixtures, privileges, reservations, allowances, hereditaments and appurtenances now or hereafter thereunto belonging or pertaining; and any and all rights and interests of every name and nature now or hereafter owned by Mortgagor, forming a part of or used in connection with the real estate or the operation and convenience 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 covering, screens, storm windows and doors, window shades, blinds, awnings, stoves, 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,

AND TOGETHER WITH all of the rents, income, receipts, revenues, issues and profits thereof and therefrom,

AND all of the land, estate, property and rights hereinabove described and hereby conveyed and intended so 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 parcel 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.

TO HAVE AND TO HOLD the Premises unto Trustee, its successors and assigns, forever, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which rights and benefits are hereby expressly released and waived, for the purposes, 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 9 hereof).

This document was prepared by:

(Name) Cheryl McClements
(Address) 1701 River Oaks Drive
Calumet City, Illinois 60409

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11 Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority to the extent permitted by applicable law: First, on account of all costs and expenses incident to the foreclosure proceedings, including, without limitation, all items enumerated in paragraph 10 above; second, all other items which, under the terms hereof, constitute indebtedness secured hereby and payable by Mortgagee.

10 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 hereon and to exercise any right, power or remedy as herein or in the Note provided, or by law or in equity conferred, in any suit or proceeding to foreclose the lien hereon, there shall be allowed 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, appraisers' fees, expenses 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) or 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 or of the value of the Premises. To the extent permitted by applicable law, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable by Mortgagee.

9 Default. The occurrence of any of the following shall constitute a "Default" hereunder: (a) any failure to pay any amount owing on the Note in accordance with the terms thereof or any other Obligation as defined in the Note when due; (b) a proceeding being instituted to foreclose any lien, claim, charge or encumbrance upon the Premises; (c) if a proceeding of bankruptcy, receivership, reorganization or insolvency is filed by or against Mortgagee, or any of them, or if Mortgagee, or any of them, shall make any assignment for the benefit of creditors; (d) if the Premises are placed under the control or custody of any court; (e) if Mortgagee abandons its premises; (f) if any state, county, municipality, or other governmental authority, representative, agent or agent of Mortgagee hereon or in any other writing at any time furnished by Mortgagee to Trustee or holder of the Note is untrue in any material respect as of the date made; (g) if a default pursuant to paragraph 13 hereof shall occur; or (h) any failure to timely perform or observe any other covenant or agreement of Mortgagee 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 Mortgagee or any party claiming under Mortgagee, 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 as being 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 Mortgagee. For the purposes of subsections (c) of this paragraph 9 only, the term "Mortgagee" shall mean and include not only Mortgagee, 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.

8 Condemnation. If the Premises, or any part thereof, shall be taken by condemnation, eminent domain or other taking, or by agreement between Mortgagee, 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 to be received shall be applied by holder of the Note as it may elect, to the immediate reduction of the indebtedness secured hereby, less Unearned Charges, 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, less Unearned Charges, shall be delivered to Mortgagee. Such application of condemnation compensation shall not extend or postpone the due dates of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments.

7 Holder's Performance of Mortgagee's Obligations. If Mortgagee 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 prepayment or perform any act herein required of Mortgagee 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 release from any tax sale or foreclosure 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. 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 Mortgagee. In making any payment herein authorized, Trustee or holder of the Note shall be sole judge of the legality and validity thereof, and of the amount necessary to be paid in satisfaction thereof.

6 (a) At all times, Mortgagee shall keep all buildings and improvements now existing or hereafter erected on the Premises insured in the greater of the amount of eighty percent (80%) of its full insurable value, or in an amount sufficient to pay in full the indebtedness secured by the First Mortgage and the amount of the indebtedness secured hereby, against loss or damage by fire, flood damage or other hazard included within the term "extended coverage" and for such periods as holder of the Note may require. The insurer providing such insurance may be chosen by Mortgagee subject to holder of the Note's right to refuse, for reasonable cause, to accept any insurer offered by Mortgagee. 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 or holder of the Note, shall provide that in no event shall such policy be cancelled without at least ten (10) days prior written notice to holder of the Note, and shall be delivered to holder of the Note, appropriate renewal policies shall be delivered to holder of the Note not less than ten (10) days prior to the respective dates of expiration.

5 (b) In the event of loss or damage, Mortgagee shall give prompt notice to the insurer and holder of the Note, and holder of the Note is authorized to sign, collect and compromise, as in its discretion, all claims thereunder and, in such case, Mortgagee 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 shall not extend or postpone the due date of the monthly installments as herein and in the Note provided, 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 Mortgagee in and to any insurance policies and to the proceeds thereof resulting from loss or damage to the Premises, shall be delivered to Trustee or holder of the Note prior to the sale or acquisition thereof.

4 Inspection of 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.

3 Preservation of Premises. Licens. Mortgagee 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, claims or encumbrances, except for the liens of this Trust Deed; (h) the First Mortgagee in existence on the date hereof and current real estate taxes not yet due and payable; (i) 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 (j) 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; and (k) 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.

2 First Mortgage. (a) Mortgagee shall comply with all covenants and agreements contained in the first mortgage note (hereinafter called "First Mortgage Note"), and the first mortgage or trust deed securing the First Mortgage. The first mortgage or trust deed shall be performed and observed by Mortgagee. (b) Mortgagee shall comply with all covenants and agreements contained in the first mortgage note (hereinafter collectively called the "First Mortgage"). (c) Mortgagee shall comply with all covenants and agreements contained in the first mortgage note (hereinafter collectively called the "First Mortgage") and that no default has occurred or exists under the First Mortgage Note or First Mortgage. (d) Mortgagee shall promptly furnish to holder of the First Mortgage Note or First Mortgage all notices of holder of the First Mortgage Note or First Mortgage. (e) Mortgagee shall promptly furnish to holder of the First Mortgage Note or First Mortgage all notices of amounts due under this paragraph, and upon request, Mortgagee shall deliver to holder of the Note receipts evidencing such payments. To prevent default hereunder, Mortgagee shall pay in full under protest, in the manner provided by law, any Taxes that Mortgagee may desire to contest.

1 Payment of Indebtedness. Mortgagee shall promptly pay when due each item of indebtedness secured hereby and shall duly perform and observe all the covenants and agreements herein or in the Note provided on the part of Mortgagee to be performed and observed.

AND IT IS FURTHER AGREED THAT:

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