



# UNOFFICIAL COPY

TRUST DEED

1701 River Oaks Drive Calumet City, IL 60409

THIS TRUST DEED made this 1st day of April, 19 90 between Frank H. Gill Company, Inc.,

of the Village of Lansing, 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, therein after called "TRUSTEE") WITNESSETH:

WHEREAS, Mortgagor is justly indebted to the legal holder(s) of the installment note hereinafter described, in the principal sum of Sixty Five Thousand and 00/100 Dollars (\$ 65,000.00 ), 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 BEARER, bearing interest and upon the terms and provisions as provided therein (hereinafter "Note") and delivered, in and by which Note, Mortgagor promises to pay the said principal sum and interest thereon in monthly installments as provided therein, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 1991; and

WHEREAS, the indebtedness evidenced by the Note, including the principal thereof and interest thereon, and all extensions and renewals thereof, in whole or in part, and any and all other sums which at any time may be due or owing or required to be paid 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".

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:

Lots 10 to 13 inclusive in Block 2 in Henry Bock's subdivision of the North 357 feet of the Northwest 1/4 of the Southeast 1/4 of Section 30, Township 36 North, Range 15 lying East of the railroad lying East of the 3rd principal meridian in Cook County, Illinois. *RL*

PTN: 30 30 402 004-005-006, 007

90157356

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 coverings, 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 thereof 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 10 hereof).

AND IT IS FURTHER AGREED THAT:

1. **Payment of Indebtedness.** Mortgagor shall promptly pay when due each item of indebtedness secured hereby, including, without limitation, principal, interest and monthly deposits described in paragraph 2 hereof, and shall duly perform and observe all the covenants and agreements herein or in the Note provided on the part of Mortgagor to be performed and observed.
2. **Deposits for Taxes and Insurance.** In addition to the monthly installments of principal and interest payable under the Note, subject to applicable law or to a written waiver by holder of the Note, Mortgagor shall pay to holder of the Note on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (hereinafter "Funds") equal to one-twelfth of the yearly Taxes (as that term is defined in paragraph 6 hereof) which holder of the Note has required pursuant to paragraph 6 hereof to be paid out of the Funds, next to become due upon the Premises, plus one-twelfth of the annual premium installments for hazard insurance, plus one-twelfth of the annual premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by holder of the Note on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held by holder of the Note and may be commingled with such other funds or its own funds. Mortgagor shall promptly forward to holder of the Note all bills for Taxes which holder of the Note has required pursuant to paragraph 6 hereof to be paid out of the Funds, and insurance premiums received by Mortgagor. Holder of the Note, after presentation by Mortgagor of the bills therefor, shall apply the Funds to pay said Taxes which holder of the Note has required pursuant to paragraph 6 hereof to be paid out of the Funds, and insurance premiums. Unless applicable law requires interest to be paid, Trustee or holder of the Note shall not be required to pay Mortgagor any interest on the Funds. The Funds are pledged as additional security for the indebtedness secured hereby, and if a Default (as hereinafter defined in paragraph 10 hereof) occurs, holder of the Note, at its option, notwithstanding the purposes for which said deposits were made, may apply the same in reduction of the indebtedness secured hereby or any other charges then accrued, or to accrue, secured by this Trust Deed in such order and manner as holder of the Note may elect, and Mortgagor shall forthwith pay the resulting deficiency. If a deficiency shall exist or if the Funds are so reduced that the remaining Funds together with the monthly deposits of

This document was prepared by:

(Name) Dorothy Bartczak

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

90157356

# UNOFFICIAL COPY

(b) All monies paid or advanced for any of the purposes hereinabove authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and other monies advanced by Trustee or holder of the Note to protect the Premises or the lien hereof, plus reasonable compensation to Trustee and holder of the Note for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable by Mortgagor without notice and with interest from the date of disbursement at the rate payable from time to time on the outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amount shall bear interest at the highest rate permissible under applicable law. Inaction of Trustee or holder of the Note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor. In making any payment herein authorized, Trustee or holder of the Note shall be sole judges of the legality and validity thereof, and of the amount necessary to be paid in satisfaction thereof.

(b) Mortgagor fails to perform the covenants and agreements herein and in the Note contained, or if any proceeding is commenced which materially affects the interest of Trustee or holder of the Note in the Premises, including, but not limited to, eminent domain, insolvency, code enforcement, or an arrangement or proceedings involving a bankrupt or decedent, then Trustee or holder of the Note may, but shall not be required to, make any payment or appearance or perform any act herein required of Mortgagor in any form and manner deemed expedient to Trustee or holder of the Note, and may, but shall not be required to, make full or partial payments of principal or interest on prior and co-ordinated encumbrances, if any, and pursue, discharge, compromise or settle any lien, encumbrance, suit, title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. Neither Trustee nor holder of the Note shall incur any liability because of anything that it may do or omit to do hereunder.

(a) If Mortgagor fails to perform the covenants and agreements herein and in the Note contained, or if any proceeding is commenced which materially affects the interest of Trustee or holder of the Note in the Premises, including, but not limited to, eminent domain, insolvency, code enforcement, or an arrangement or proceedings involving a bankrupt or decedent, then Trustee or holder of the Note may, but shall not be required to, make any payment or appearance or perform any act herein required of Mortgagor in any form and manner deemed expedient to Trustee or holder of the Note, and may, but shall not be required to, make full or partial payments of principal or interest on prior and co-ordinated encumbrances, if any, and pursue, discharge, compromise or settle any lien, encumbrance, suit, title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. Neither Trustee nor holder of the Note shall incur any liability because of anything that it may do or omit to do hereunder.

(a) All premiums on insurance policies shall be paid out of the Funds deposited by Mortgagor with holder of the Note in the manner provided by paragraph 2 hereof, or, if not paid in such manner, by Mortgagor making payment, when due, directly to the insurer. Mortgagor shall promptly furnish to holder of the Note an annual notice. In the event of loss or damage, Mortgagor shall give prompt notice to the insurer and holder of the Note, and holder of the Note is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and, in such case, Mortgagor covenants to sign upon demand all receipts, vouchers and releases required to be signed by the insurance companies. Holder of the Note, at its option, may apply all or any part of the insurance proceeds of any loss either to the reduction of the indebtedness secured hereby in such order or manner as holder of the Note may elect, or to the restoration or repair of the Premises. Any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments, as provided in this Trust Deed. The Premises are acquired by Trustee or holder of the Note, all right, title and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from loss or damage to the Premises prior to the sale or acquisition shall pass to Trustee or holder of the Note to the extent of the sums secured by this Trust Deed immediately prior to such sale or acquisition.

(d) If holder of the Note required mortgage insurance as a condition of making the loan secured hereby, Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the agreement between Mortgagor and holder of the Note, or applicable law. All mortgage insurance premiums shall be paid out of the Funds deposited by Mortgagor with holder of the Note in the manner provided by paragraph 2 hereof.

(c) If holder of the Note required mortgage insurance as a condition of making the loan secured hereby, Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the agreement between Mortgagor and holder of the Note, or applicable law. All mortgage insurance premiums shall be paid out of the Funds deposited by Mortgagor with holder of the Note in the manner provided by paragraph 2 hereof.

(b) All premiums on insurance policies shall be paid out of the Funds deposited by Mortgagor with holder of the Note in the manner provided by paragraph 2 hereof, or, if not paid in such manner, by Mortgagor making payment, when due, directly to the insurer. Mortgagor shall promptly furnish to holder of the Note an annual notice. In the event of loss or damage, Mortgagor shall give prompt notice to the insurer and holder of the Note, and holder of the Note is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and, in such case, Mortgagor covenants to sign upon demand all receipts, vouchers and releases required to be signed by the insurance companies. Holder of the Note, at its option, may apply all or any part of the insurance proceeds of any loss either to the reduction of the indebtedness secured hereby in such order or manner as holder of the Note may elect, or to the restoration or repair of the Premises. Any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments, as provided in this Trust Deed. The Premises are acquired by Trustee or holder of the Note, all right, title and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from loss or damage to the Premises prior to the sale or acquisition shall pass to Trustee or holder of the Note to the extent of the sums secured by this Trust Deed immediately prior to such sale or acquisition.

(a) At all times, Mortgagor shall keep all buildings and improvements now existing or hereafter erected on the Premises insured in the amount of their full insurable value, provided that the amount of such coverage shall not be less than that amount of coverage required to pay the indebtedness secured hereby, against loss or damage by fire, flood, damage where the holder of the Note is required by law to have its collateral insured, hazards included within the term "extended coverage", and such other hazards as holder of the Note may require from time to time, and for such periods as holder of the Note may require. Mortgagor shall provide such other insurance as holder of the Note from time to time may require. The insurer providing such insurance may be chosen by Mortgagor subject to holder of the Note's right to refuse, for reasonable cause, to accept any insurer offered by Mortgagor. All insurance policies and renewals thereof shall be in form acceptable to holder of the Note, shall include a standard mortgage clause or endorsement in form acceptable to holder of the Note in favor of and with loss payable to Trustee or holder of the Note, shall provide that in no event shall such policy be cancelled without at least ten (10) days prior 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 and not less than ten (10) days prior to the respective dates of expiration.

93015725256

# UNOFFICIAL COPY

Place in Recorder's Office  Box Number

Exchange Bank of River Oaks  
1701 River Oaks Drive  
Calumet City, Illinois

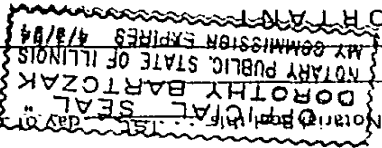
For Recorder's Index purposes, insert street address of above described Premises here.  
2859 Bernice Road  
Lansing, Illinois 60438

MAIL TO:  RECORD. BEFORE THE TRUST DEED IS FILED IN THE RECORDER'S OFFICE. IDENTIFIED BY EXCHANGE BANK OF RIVER OAKS.

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY EXCHANGE BANK OF RIVER OAKS.

BY: Assistant Trust Officer, Assistant Secretary, Assistant Vice President, EXCHANGE BANK OF RIVER OAKS, Trustee.

Identification Number



Notary Public  
1990

GIVEN under my hand and Notary Public Seal, this 1st day of April, 1990, I, the undersigned, a Notary Public in and for the County of Cook, State of Illinois, DO HEREBY CERTIFY THAT Charles F. Gill, President and John E. Gill, Vice President of the FRANK H. GILL COMPANY, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they are subscribed to the foregoing instrument, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

BY: Charles F. Gill, President  
John E. Gill, Vice President

- IN WITNESS WHEREOF, Mortgagor has executed and delivered this Trust Deed on the day and year first above written.
- FRANK H. GILL COMPANY
  - Charles F. Gill, President
  - John E. Gill, Vice President
  - IN WITNESS WHEREOF, Mortgagor has executed and delivered this Trust Deed on the day and year first above written.
  - applicable law, such provision or clause shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or clause or the remaining provisions and clauses of this Trust Deed.
  28. Provisions Severable. Wherever possible, each provision of this Trust Deed shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or clause of this Trust Deed be deemed to be prohibited by or invalid under applicable law, such provision or clause shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or clause or the remaining provisions and clauses of this Trust Deed.
  27. Governing Law. The loan evidenced hereby has been made, and the Note and this Trust Deed have been delivered at Calumet City, Illinois, and the rights and obligations of the parties hereunder, including matters of validity, performance, construction and enforcement shall be governed and construed in accordance with the laws of the State of Illinois.
  26. Joint and Several Liability. The word "Mortgagor" shall include all such persons and all persons liable for the payment of the indebtedness secured hereby or any part thereof, and all such persons shall be jointly and severally liable hereon, and any notice from Trustee or holder of the Note to Mortgagors may be given to all Mortgagors in care of any one or more Mortgagors selected by Trustee or holder of the Note. Notwithstanding anything to the contrary herein contained, no Mortgagor is obligated to pay any indebtedness described herein unless the Mortgagor has signed the Note.
  25. Captions and Pronouns. The captions and headings of the paragraphs of this Trust Deed are for convenience only and are not to be used to interpret or define the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable. The word "Note" shall be construed to mean "Notes" when more than one note is used.
  24. After-acquired Consumer Goods. To the extent that any property constituting a part of the Premises are consumer goods, notwithstanding anything contained herein or in the Note to the contrary, Trustee or holder of the Note shall not have a lien or security interest in after-acquired consumer goods of Mortgagor other than acccessions unless Mortgagor acquires rights in said consumer goods within ten (10) days after Trustee or holder of the Note has given value. The terms in this paragraph 24 shall be defined as set forth in the Uniform Commercial Code as enacted in Illinois from time to time.
  23. Successors and Assigns. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagor and any and all persons claiming by, through, or under Mortgagor, the same as if they were in every case named and expressed, and shall inure to the benefit of Trustee, its successors and assigns, and to holder of the Note. Each from time to time holder of the Note shall have and enjoy all of the rights, powers, options and benefits afforded hereby and hereunder, and may enforce all and every of the terms and provisions hereof, as fully and to the same extent and with the same effect as if such from time to time holder of the Note were herein by name specifically granted such rights, privileges, powers, options and benefits.
  22. Resignation of Trustee. Trustee, at any time, may resign or discharge itself of and from the trust hereby created by instrument in writing filed in the office of the Recorder or Registrar of Titles of the county in which this Trust Deed shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the Premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
  21. Waiver of Liability. Neither Trustee, nor any of its agents or attorneys, nor holder of the Note, shall (a) have any duty to examine and which purports to be executed by the makers thereof; (b) be obligated to record this Trust Deed or to exercise any power hereon unless expressly obligated by the terms hereof; or (c) be personally liable for any acts or omissions hereunder, except in case of their own gross negligence or willful misconduct or that of the agents, attorneys or employees of Trustee or holder of the Note, and they may require indemnities satisfactory to them before exercising any power herein given.
  20. Release of Trust Deed. Trustee shall release this Trust Deed and the lien thereof upon presentation of satisfactory evidence that all indebtedness secured hereby has been paid, which representation Trustee may accept as true without inquiry. Where a Trust Deed and purports to be executed by the person(s) designated in this Trust Deed as the maker thereof, both representing and after maturity thereof, produce and exhibit to Trustee this Trust Deed and the Note which bears the identification number of this Trust Deed. Trustee may execute and deliver such release to, and at the request of, any person who shall, either before or after maturity thereof, produce and exhibit to Trustee this Trust Deed and the Note which bears the identification number of this Trust Deed. The provisions of the "Trust and Trustees Act" of the State of Illinois as amended from time to time shall be applicable to this Trust Deed. Trustee shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Trust Deed, and upon the payment of a fee for its services as determined by its rate schedule in effect when the release deed is issued, all indebtedness secured hereby has been fully paid and all covenants and agreements herein made by Mortgagor have been performed, and upon the payment of a fee for its services as determined by its rate schedule in effect when the release deed is issued.
  19. Rights and Remedies Cumulative. All rights and remedies herein conferred upon Trustee or holder of the Note are distinct and cumulative to any other rights and remedies under this Trust Deed or afforded by law or equity, and may be exercised concurrently, independently or successively. Every right or remedy may be exercised from time to time and as often as may be deemed expedient by Trustee or holder of the Note.
  18. Forfeiture by Trustee or Holder Not a Waiver. Any delay or omission by Trustee or holder of the Note in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, impair or preclude the exercise of any such right or remedy. No waiver by Trustee or holder of the Note of performance of any covenant or agreement herein or in the Note contained hereafter in any manner shall affect the right of Trustee or holder of the Note to require or enforce performance of the same or any other of said covenants or agreements, and no single or partial exercise by Trustee or holder of the Note of any right or remedy hereunder shall preclude other or further exercise thereof or the exercise of any other right or remedy.
  17. Waiver of Defenses. 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 the same in an action at law upon the Note.

90157356

# UNOFFICIAL COPY

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