



# UNOFFICIAL COPY

## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

1. Grantor shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien and repairs, by color fasted to the lien hereof, all 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 lien to Trustee or Beneficiary, (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 ordinance with respect to the premises and the method, (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Grantor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer sewerage charges, and other charges against the premises when due and shall, upon written request, furnish to Trustee or Beneficiary duplicate receipts therefor. To prevent double payment, Grantor shall pay in full under protest, in the manner provided by statute any tax or assessment which Grantor may desire to contest.

3. Grantor shall keep all buildings and improvements now or hereafter situated on said premises insured against damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of monies sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the Beneficiary, under insurance policies payable in case of loss or damage, to Trustee for the benefit of the Beneficiary, such receipts to be evidenced by the original mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Beneficiary, 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 Beneficiary may, but need not, make any payment or performance not be required of Grantor, in any form as Trustee deemed expedient, and may, but need not, make full or partial payments of principal or interest or principal and interest, if any, and purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All monies paid for any of the purposes hereinafter authorized and all expenses incurred thereon from the receipt, including attorney's fees, and any other monies advanced by Trustee or Beneficiary to pay for the mortgage and the lien hereof, shall be a first additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the annual percentage rate stated in the Loan Agreement this Trust Deed secures. Action of Trustee or Beneficiary shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Grantor.

5. The Trustee or Beneficiary hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, rule, law, time, tax lien or title or claim thereof.

6. Grantor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without notice to Grantor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Loan Agreement or in this Trust Deed to the contrary, become due and payable immediately in the case of default in making payment of any installment, or (2) when default shall occur and continue for three days in the performance of any of the agreements of the Grantor herein contained, or (3) immediately if all or part of the payments are sold or transferred by the Grantor without Beneficiary's prior written consent.

7. When the indebtedness hereby secured shall be sold or transferred by acceleration or otherwise, Beneficiary of this Trust Deed shall have the right to bore the lien hereof. In any such case as the lien hereof, there shall be allowed and included as additional indebtedness in the above last sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Beneficiary for attorney's fees, trustee's fees, appraisal fees, outlays for documentary and expert evidence, stamp duty, charges, public stenographer, and costs, which may be incurred or claimed to be incurred after entry of the decree of proceeding all such costs of title, title searches and examinations, guarantee policies, Transfer certificates and similar data, and reasonable expenses with respect to title as Trustee or Beneficiary may deem to be reasonably necessary either to protect its interest in or to consummate a sale of any sale which may be had pursuant to the condition of the title or the value of the premises. All expenditures and expenses in this paragraph mentioned shall become a first additional indebtedness secured hereby, and be immediately due and payable with interest thereon at the annual percentage rate stated in the Loan Agreement of this Trust Deed secures, when paid or incurred by Trustee or Beneficiary in connection with any proceeding, including probate and foreclosure proceedings, to which either of them shall be a party, or which is demanded or demanded by reason of the trust deed or any indebtedness secured or to be secured or to be repaid, for the consummation of any sale for the lien hereof after arrival of such sale, whether or not actually commenced, or in preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any 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 Loan Agreement, with interest thereon as herein provided, and all principal and interest remaining unpaid on the note hereby secured to the extent then here legal representatives or assigns, or their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of and preserve such appointment may be made either before or after the, without notice, without regard to the solvency or insolvency of Grantor, at the time of application for such receiver, and without regard to the then status of the premises, or whether the same shall be then occupied as a home, hotel, or not, and the Trustee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure and to use all rents and profits during the full statutory period of redemption, after three months expiration of such period, as well as during any further time when Grantor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other proceeds which may be incurred or accrued 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 accept the mortgage or other lien in payment in whole or part of (1) the indebtedness secured hereby, or by any device forbidding this Trust Deed, or any special assessment or other lien which may be or become superior to the lien hereof of such debt, provided such application is made prior to foreclosure sale, (2) the deficiency in case of a sale and balance.

11. 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.

12. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and to enter thereon shall be permitted for that purpose.

13. 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 and is expressly obligated by the terms hereof, not be liable for any acts or omissions hereunder, except in case of gross negligence or misconduct and Trustee may require indemnity satisfactory to Trustee before exercising any power herein given.

14. Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid (either before or after maturity), the Trustee shall have full authority to release this trust deed, the lien thereof, by proper instrument.

15. In case of the resignation, inability or refusal to act of Trustee, the Beneficiary shall have the authority to appoint a Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

16. This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantor and all persons claiming under or through Grantor, and the word "Grantor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the Loan Agreement or this Trust Deed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

MAIL TO

NAME FORD CONSUMER FINANCE CO.  
STREET ONE MIDAMERICA PLAZA  
CITY OAKBROOK TERRACE, IL 60181

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS AS ABOVE  
DESCRIBED PROPERTY HERE

INSTRUCTIONS OR  
RECORDERS OFFICE NUMBER