



of the note may, but need not, make any payment or perform any act herebefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest, on prior encumbrances, if any, and purchase, compromise, or settle any, her or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or cancel any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, costs, or expenses, shall be paid by Trustee or his or her agents, trustees, managers, or employees, to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each month, during which time he or she has been authorized to make such, so much additional indebtedness secured hereby and shall become immediately due and payable without notice or warning, except in case of a default in payment of taxes or assessments, in which event an account of all such payments of taxes or assessments shall never be considered as a waiver of such right, according to the terms of the note.

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

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable: (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, and option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee 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 Trustee or holders of the note for attorneys' fees, Trustee's 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) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Tenders certificates, and similar data and documents 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 holders of any note which may be held pursuant to such decree the true condition of the title to or the value of the premises. All expenses and expenses of the nature of this paragraph mentioned shall become as much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate equivalent to the past maturity rate set forth in note secured hereby per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to either of them shall be a party, either as plaintiff, claimant or defendant, by reason of the trust deed 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 threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. 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 herein; 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 remain unpaid on the note; fourth, any surplus to First Party, its legal representative or assigns, as their rights may appear.

6. 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 said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homeestead 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 of redemption, whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, 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.

7. 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.

8. 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 its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust deed and the lien hereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may sign and deliver hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a 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 of the note and which purports to be executed on behalf of First Party, and where the release is requested of the original trustee and it has never executed a signature on any instrument identifying some or the note described herein, it may accept as the genuine note herein described any note which may be presented and which contains, in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded and 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, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

11. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

12. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

13. To provide for payment of taxes, assessments, and insurance premiums, First Party, its successors or assigns, shall deposit with the Trustee or holder of notes on each monthly payment date an amount equal to one-twelfth of the annual taxes and assessments levied against said premises and one-twelfth the annual premiums of all insurance, as determined by the most recent ascertainable amount. As taxes and assessments become due and payable and as insurance policies expire, or premiums thereon become due, the trustee or holder of the notes is authorized to use such deposits for the purpose of paying taxes or assessments, or renewing insurance policies or paying premiums thereon, and in the event any deficit shall exist in the amount of such deposits, First Party, its successors or assigns, agree to pay any difference forthwith. In the event of any default hereunder or in the note, Trustee or the holder of the notes may, at its option, without being required to do so, apply any monies on deposit hereunder, on any of the obligations of First Party, its successors or assigns, herein or in the notes, in such manner as Trustee or the holder of the notes may elect. Such deposits are to be held without any allowance of interest.

See Rider attached hereto and by this reference incorporated herein.

91336717

THIS TRUST DEED is executed by the Colonial Bank and Trust Company of Chicago, not personally but as Trustee on behalf in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party, or on said Colonial Bank and Trust Company of Chicago personally to pay the said note or any interest thereon, or any indebtedness occurring hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that to the First Party and its successors and said Colonial Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness occurring hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor if any.

IN WITNESS WHEREOF, Colonial Bank and Trust Company of Chicago, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be hereunto affixed and attested by its Lorraine Nagle, Notary Public, the day and year first above written.

Colonial Bank and Trust Company of Chicago  
as Trustee as aforesaid and not personally

By Lorraine Nagle, T.D. TRUST OFFICER  
Attest: Maureen L. Prochenski ASST. SECRETARY

STATE OF ILLINOIS  
COUNTY OF COOK

I, the undersigned,  
do hereby certify that Lorraine Nagle Maureen L. Prochenski  
BANK AND TRUST COMPANY OF CHICAGO an Illinois banking corporation and Assistant Secretary of said Illinois banking corporation personally known to me to be the same persons whose names are subscribed to the foregoing instrument  
in person and acknowledged that they signed and delivered the said instrument at their own free and voluntary act, and at the free and voluntary act of  
said banking corporation, as Trustee, for the uses and purposes therein set forth, and the said Assistant Secretary did also then and there acknowledge that  
he, at custodian of the corporate seal of said Illinois banking corporation, did affix the said corporate seal of said Illinois banking corporation to said instrument  
of his own free and voluntary act, and at the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth.

26th

day of June 19 91

Levra Lachick, Notary Public

My commission expires 11/17/91

IMPORTANT

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

The instrument Note mentioned in the within Trust Deed has been identified herewith  
COLONIAL BANK under Identification No 2-101-017

Trustee

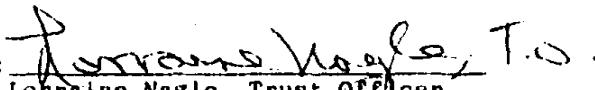
# UNOFFICIAL COPY

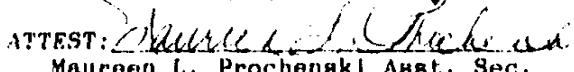
RIDER ATTACHED TO TRUST DEED DATED June 25, 1991 SECURING AN INSTALLMENT NOTE IN THE AMOUNT OF \$105,500.00 TO COLONIAL BANK, HOLDER OF THE NOTE

1. The amount due hereunder may be accelerated at the option of the Trustee or Holder of the Note if the premises specifically described in this Trust Deed are assigned, sold or transferred in any manner, including but not limited to deed, assignment, bill of sale or Articles of Agreement, without prior written acknowledgement of the Holder of the Note.
2. The amount due hereunder may be accelerated at the option of the Holder of the Note secured hereby if there is filed by or against First Party, Beneficiaries of the aforesaid trust, or Guarantors, or any affiliate or subsidiary of any such First Party, Beneficiaries, or any Guarantors a petition in bankruptcy or insolvency or for reorganization or for the benefit of creditors unless within thirty (30) days after such occurrence, the proceeding is dismissed.
3. Without the Holder of the Note's written consent thereto, neither the First Party nor the Beneficiaries of the aforesaid trust, nor the Guarantors hereof may pledge as collateral security for any other loans obtained by either of them any of the collateral described therein.
4. The First Party hereby waives any and all rights of redemption to the real estate described herein upon a foreclosure of the Trust Deed.
5. The First Party hereby agrees to provide or cause to be provided to Lender, upon Lender's reasonable request, current personal financial statements on Trustee's form and the U.S. individual income tax returns of all Guarantors of the Note secured hereby and the compiled financial statements relative to the real estate described herein prepared by an independent certified public accountant and certified by the Guarantors to be complete and correct and the U.S. income tax returns and any and all related business statements Trustee may require.
6. The amount due hereunder may be accelerated at the option of the Trustee or Holder of the Note if the premises specifically described in this Trust Deed or any portion thereof is abandoned, vacated or left unattended by the First Party or the Guarantors thereof.
7. The First Party, each Guarantor hereof and each Beneficiary of First Party shall provide the Holder of the Note secured hereby, within 5 days of the receipt thereof, with all information on any incident which may cause a material adverse change in the financial condition of First Party, any such Guarantor or Beneficiary or any affiliate or subsidiary of any such First Party, Guarantor, or Beneficiaries. Information as used herein shall include, but not be limited to changes in financial condition, claims, lawsuits, bankruptcies, tax assessments and/or death.

Colonial Bank, as Trustee under a  
Trust Agreement dated June 5, 1991  
and known as Trust No. 1917

THIS INSTRUMENT IS EXECUTED BY COLONIAL BANK, NOT INDIVIDUALLY, BUT SOLELY AS TRUSTEE  
AS STATED. ALL COVENANTS AND CONDITIONS TO BE PERFORMED HEREUNDER BY COLONIAL BANK  
ARE UNDERTAKEN BY IT SOLELY AS TRUSTEE AS AFFECTED AND NOT INDIVIDUALLY, AND NO  
PERSONAL LIABILITY SHALL BE ASSERTED OR BE ENFORCEABLE AGAINST COLONIAL BANK BY PERSONS  
AT ANY OF THE COVENANTS, STATEMENTS, REPRESENTATIONS OR WARRANTIES CONTAINED IN THIS  
INSTRUMENT.

  
Lorraine Nagle, T.O.  
Lorraine Nagle, Trust Officer

ATTEST:   
Maureen L. Prochenek Asst. Sec.

91336717