



# UNOFFICIAL COPY

**THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1  
ARE LOCATED ON THE REVERSE SIDE OF THIS TRUST DEED.**

1. Obligee shall (i) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, (ii) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for hire not previously authorized to the benefit of Obligee whether any such liens or claims as so incurred by a lessor or charge on the premises, supersede to the benefit hereof, and upon request exhibit satisfactory evidence of the discharge of such prior liens to Lender or to Beneficiary, (iii) complete within a reasonable time any building or buildings now or at any time in process of erection upon and premises, (iv) comply with all requirements of law or zoning ordinances and bylaws with respect to the premises and the use thereof, (v) make no material alterations in and premises except as required by law or municipal ordinance.

2. Beneficiaries shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer fees or charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to Beneficiary duplicate receipts therefor. The person defaulting in payment shall pay all costs under present and the expenses provided by statute, and all expenses which Beneficiary may desire to contest.

3. Grantors shall keep all buildings and improvements thereon hereafter situated on and premises insured against loss or damage by fire, lightning or windstorms under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay off the indebtedness incurred thereby. All insurance so held by the Beneficiary under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Beneficiary, such rights to be retained by the standard mortgage - lease 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 date of

**4. Increase of default thorougt.** Trustee or Beneficiary may, but need not, make any payment or performance act hereinafter required of Trustee or Beneficiary and make or demand payment, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, extinguish or settle any other prior claim for or on account of redeem from any (or sale of) future affecting any payment or cause any tax, fee, premium or settle any tax from another party by force of law or claim the right of redem from any (or sale of) future affecting any payment or cause any tax, fee, premium or settle any tax from another party by force of law or claim the right of and, payment or cause any tax or assessment. All costs or expenses for any of the purposes herein authorized and all expenses paid or incurred in connection therewith or in holding all rights to and any other manner advanced by Trustee or Beneficiary to protect the unengaged premises and the lessee thereof shall be by such additional indebtedness created hereby and shall be immediately due and payable without notice and with interest thereon at the annual percentage rate stated in the *Lease Agreement* this Trust Deed recite. Trustee or Trustee or Beneficiary shall never be considered as a trustee of any trust relating to them on account of any default, foreclosure or the part of Grantor.

**6. The Trustees of Beneficency hereby warrant making any payment hereby authorized relating to taxes or assessments, may do so according to any full statement or estimate prepared from the information public office without inquiry into the accuracy of such full statement or estimate or into the validity of any tax assessment. And further, the trustees shall claim the said**

**6. Discharge of liability.** If any item of indebtedness has been repaid, both principal and interest, without proceeding to the trustee forced, at the option of the Grantee, and without notice to the debtor, all unpaid indebtedness on such date shall be discharged, and nothing remains in the Loan Agreement or the Trust Deed to be collected, to be paid, or to be enforced, in the case of default, in respect of payment of any amount advanced on the Loan Agreement, or of the debt so discharged and continuing for three days in the performance of any other agreement of the Grantee hereinafter established and/or immediately, if all or any of the item(s) or debt(s) so advanced by the Grantee without Beneficiary's prior written consent.

7. When the indebtedness to the beneficiary shall become due, whether by acceleration or otherwise, the Beneficiary or Trustee or C.R. II have the right to foreclose the trust debt. In exercising the foregoing right, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred on behalf of Trustee or Beneficiary and attorney's fees, Trustee's fees, trustee's fees, outlays for disbursement and expense account, attorney's charges, publication costs and costs of collection, to be levied on the amount to be expended after entry of the decree of procuring avoidance of attachment of title, title insurance and examination, insurance policies, title or certificate, and similar costs and expenses, with respect to title or title or title to the property. Beneficiary may deem it to be reasonable to cause or entitle to proceed without or to evidence to hinder any title, which may be held pursuant to such decree, the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become a new and additional indebtedness, secured hereby and in immediate due and payable, with interest at the rate of the annual percentage rate stated in the Tax Account that trust debt uses, when paid or incurred by Trustee or Beneficiary in connection with the same proceeding, including probate and bankruptcy proceedings, so that either of them shall be a joint, either a joint and several, claimant or defendant, by reason of this trust debt or any indebtedness held or used in preparation for the commencement of any suit for the foreclosure thereof after accrual, of such right to foreclose whether or not actually commenced, or in preparation for the defense of any threatened suit or proceeding which might affect the premises in the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the property shall be distributed and applied in the following order of priority. First, payment of all costs and expenses incident to the foreclosure proceedings, including all attorney's fees and expenses, including the preceding paragraph hereof, second, all other items which under the terms of the Promissory Note and the Deed of Trust are admissible to them as allowed by the Loan Agreement, with interest thereon at the rate provided, third, all principal and interest remaining unpaid on the one fourth loss escrow to distribute their balance, together with interest on same.

Upon or at any time after the filing of a bill to foreclose, but ~~or~~ that deed, the court in which such bill is filed may appoint a receiver of such premises. Such appointment may be made either before or after sale, without regard to the advance or non-advance of damages at the time of application for such receiver and without regard to the character of the ~~same~~ assets, so long as the same shall be then occupied as a homestead or not and the trustee hereinabove may be appointed at such receiver. Such receiver shall have the power to collect the rents, issues and profits of such premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the statutory period of redemption, whether there be a judgment or not, as well as during any further time or times. During such period, except for the rights mentioned in the receiver, would be entitled to collect the rents, issues and profits, and all other powers which may be necessary or convenient for such use, for the protection, preservation, control, management and operation of the premises during the whole of such period. The Court from time to time may authorise the receiver to apply the net income of his hands to payment in whole or in part of (1) The indebtedness secured hereby, or by any decree foreclosing this Bill of Sale, or any tax, special assessment or other lien which may hereafter become superior to the lien hereof or of such decree, provided such application is made prior to foreclosing said Bill of Sale; (2) the deficiency in case of sale and deficiency.

(ii) Non-access for the enforcement of the law or of any provision hereof shall be subject to any defense which would not be good and available to the party enforcing same in a court of law upon the initial hearing.

11. Transfer of Benefits: shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

17. Trustee has no duty to examine the title, location, existence, or condition of the real estate, nor shall Trustee be obligated to record this trust deed or to execute any power herein given, unless expressly obligated by the terms hereof, nor 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 assumption and payment hereinabove.

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

14. 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 to Trustee.

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 Loan Agreement or this Note Document. The term "Beneficiary" as used herein shall mean and include any successors or assigns of Beneficiary.

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**FOR RECOMMENDED INDEX PUPPMENTS  
INSPECT POWER LEADERS OF ARKANSAS**

**NAME** **ASSOCIATED FINANCE, INC.** **INCORPORATED PROPERTY HELD**

**STREETER** P.O. Box X-500  
Oak Lawn, Ill. 60453

**R**Y CITY

**INSTRUCTIONS**

**OR**  
RECORDEE'S OFFICE BOX NUMBER \_\_\_\_\_

（三）在本屆全國人民代表大會上，我們要進一步貫徹落實黨的政策和決策，進一步發揮人民代表大會的作用，進一步加強和改進立法工作，進一步加強和改進監督工作。

2025 RELEASE UNDER E.O. 14176