

UNOFFICIAL COPY

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements in and/or hereafter on the premises which may become damaged or be destroyed, and keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for hire not expressly subordinated to the lien hereof, (c) pay when due the 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 Trustee or to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time by process of execution upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note, a copy of the tax bill. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment now or hereafter levied on said premises insured against loss or damage by fire, the law to have its loan to insure under policies providing for payment thereon the same or to pay in full the indebtedness in case of loss or damage to Trustee or to holders of the note.

8/22/63

This Trust Deed is executed by Community Savings Bank, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and said Community Savings Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed creating any liability on the said trustee or on said Community Savings Bank personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made herein contained, all such liability, if any, being expressly waived by Mortgagor and by every person now or hereafter claiming any right or security hereunder, and that so far as the trustee and its successors and said Community Savings Bank personally are concerned, the legal holder or holders of said Note shall look sole, 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.

The right to foreclose the debt for sale of all expenditures made by the trustee in the preparation of documents, trustee's fees, appraiser's fees, emoluments for documents, etc., may be estimated as to items to be expended after entry of the decree of foreclosure, including all such items as are mentioned in the preceding paragraph hereto, plus insurance premiums, Tenant's estoppel letter, and similar data and assurances with respect to the title to the property, the condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned may be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had, the title to the property, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby incurred; (a) preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (b) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security herein, whether or not actually commenced.

3. The proceeds of any foreclosure sale of the premise 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 hereto; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon at the rate provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor, then heirs, legatees, representatives or assigns, as their rights may appear.

4. 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 the premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application by such receiver and without regard to the then value of the premises or whether the same shall be deemed occupied as a homestead 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 distribution during the pendency of such suit, shall be entitled to receive the rents, issues and profits, and all other powers which may be necessary or convenient in such case 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 the secured indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become a lien on the premises hereof or of such decree, provided such application is made prior to the foreclosure sale; (b) the defences, in case of a sale and distribution.

5. 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 valid against the party interposing same in an action at law upon the note hereby secured.

6. Notice of 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.

7. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity or the genuineness or the identity, capacity, or authority of the signatories on the note or trust deed, 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 his own gross negligence or misconduct or that of the agents or employees of Trustee, and it may trustee interfere, unless necessary to it before exercising any power herein given.

8. Trustee shall release this trust deed and the lien hereof by proper instrument upon presentation of satisfactory evidence of all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release and a copy of the receipt of payment when filed, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness thereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is executed of a successive trustee, such trustee may accept as the genuine note herein described, any note which bears an identification number prepared to be placed therein by a prior trustee hereunder or which conforms in substance with the description herein contained of the note, and shall also place its identification number on the note described herein. It may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as maker thereof.

9. Trustee may resign by instrument in writing filed in the office of the Recorder or Register of Titles in which this instrument 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 of the previous trustee.

10. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" 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 of this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

11. During the pendency of this trust deed, Trustee or successor shall receive for its services a fee as determined by its sole option, in effect after the date hereof, for its services in connection with the enforcement of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

IMPORTANT:
FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER THE INSTALMENT NOTE SECURED BY THIS
TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE
AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST
DEED IS FILED FOR RECORD.

Identification No. *772673*

CHICAGO TITLE AND TRUST COMPANY,

By *M. A. Sudeer*
Assistant Secretary, Division 174-A/MTA

MAIL TO:

RECORDED
WALTER A. ROME
2000 N. KELLOGG AVENUE
CHICAGO, IL 60613

RECORDED FOR INDEX PURPOSES
CHICAGO TITLE AND TRUST COMPANY
DESCRIBED PROPERTY HERE
RECORDED ON 08/22/63
RECORDED BY M. A. Sudeer

PLACE IN RECORDER'S OFFICE BOX NUMBER