

UNOFFICIAL COPY

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

1. Grantors shall: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be so damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic or other liens or claims for services, wages, or materials furnished to the premises or to the building or buildings which may be so damaged or destroyed on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of all debts to the Trustee; (3) to 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 concerning public authorities with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Grantors shall pay before any penalty attaches all general taxes, and shall pay special taxes, stamp duty, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or Beneficiary duplicate copies of all bills, receipts, and statements of account of Grantors, and pay for same under protest, in the manner provided by statute, any tax or assessment which Grantor may desire to contest.

3. Grantors shall keep all buildings and improvements now or hereafter situated on said premises, insured against loss or damage by fire, lightning, windstorms, underwriters providing for payment by the insurance companies of monies sufficient thereto to pay the cost of replacing or repairing the same, or to pay to full the indebtedness secured hereby, all in companies satisfactory to the Beneficiary, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Beneficiary, and its rights to be evidenced by the standard 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 thereon, Trustee or Beneficiary may, but need not, make any payment or perform any act heretofore required of Grantors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on or for encumbrances of any kind, and may use, discharge, compromise or settle any tax lien or other prior lien or title or claim thereto, or redeem from any tax sale or foreclosure affecting said premises or cancel any tax or premium or with any tax lien or other prior lien or title or claim thereto, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or Beneficiary to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the annual percentage rate set forth in the Loan Agreement this Trust Deed secures. Inaction 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 Grantors.

5. The Trustee or Beneficiary hereby secured making any payment or performance authorized relating to taxes or assessments, may do so according to any full statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bid, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim thereto.

6. Grantors 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 Grantors, 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 as immediately in the case of default in making payment of any note due on the Loan Agreement, or 60 days in default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained, or immediately if all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Beneficiary 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 Beneficiary for attorney's fees, trustee's fees, appraiser's fees, outlay 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, title bonds, certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may deem to be reasonably necessary, or any other expenses necessary to provide for a valid title to the property. All expenses and expenses as set out in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the annual percentage rate stated in the Loan Agreement this Trust Deed secures, when paid or incurred by Trustee or Beneficiary in connection with any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or in preparations for the commencement of any suit for the foreclosure hereof after arrival of such right to foreclose whether or not actually commenced, or in preparations 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 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 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; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Grantors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose the trust deed, in the court in which such action is filed, without notice, without regard to the solvency or insolvency of Grantors at the time of filing, or whether they be occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver, or receiver in the event of a sale and a deficiency, during the full statutory period, except for the intervention of such receiver, would be entitled to collect all amounts, issues and profits, control, management and operation of the premises during the whole of said period. The Court from: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be granted to any defendant which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, and shall not 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 gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before exercising any power herein given.

13. 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 hereof, 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 Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors and all persons claiming under or through Grantors, and the word "Grantors" 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 Loan Agreement or this Trust Deed. The term "Beneficiary" as used herein shall mean and include any successors or assigns of Beneficiary.



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NAME ASSOCIATE FINANCIAL SERVICES
STREET 7035 W. NORTH AVE.
CITY OAK PARK, IL. 60302

FOR RECORDERS USE & PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

7035 W. NORTH AVE.
OAK PARK, IL. 60302

INSTRUCTIONS

OR

RECORDERS OFFICE BOX NUMBER _____