



# UNOFFICIAL COPY

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

- Grantor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, (2) keep said premises in good condition and repair, without waste, and free from incumbrances or other liens or claims for lien not expressly subordinated to the lien hereof, (3) pay when due any indebtedness which may be incurred 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 liens to Trustee or to Beneficiary, (4) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof, (5) make no material alterations in said premises except as required by law or municipal ordinance.
- Grantor shall pay before any penalty attach to all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to Beneficiary duplicate receipts therefor. To prevent default hereunder Grantor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Grantor may desire to contest.
- Grantor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm, under policies provided for by payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all so companies satisfactory to the Beneficiary under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Beneficiary, such 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 which is to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In case of default thereon, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinafter required of Grantor in any form and manner deemed as prudent, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and pay taxes, discharge, compromise or settle any tax liens or other liens or claims for lien, or release from any tax sale or foreclosure affecting said premises or interest in or assessment. All moneys 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 a lien and with interest thereon, at the annual percentage rate stated in the Loan Agreement this Trust Deed makes. Trustee or Beneficiary shall never be considered as a trustee of any right accruing to them on account of any default hereunder on the part of Grantor.
- 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 prepared 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, tax lien or title or claim thereof.
- 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 not constitute 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 of the Loan Agreement or in the case of default in the performance of any other agreement of the Grantor herein contained, as if immediately if all or part of the payments are sold or transferred by the Grantor without Beneficiary's prior written consent.
- 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 (including attorney's fees, Trustee's fees, appraiser's fees, utility for documents and expert evidence, photographers' charges, publication costs and costs which may be estimated as it seems to be expedient after entry of the decree of proceeding all such additional title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title of Trustee or Beneficiary may deem to be reasonably necessary) or to evidence to holders at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the Trustee or Beneficiary in connection with this paragraph mentioned shall be 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, in which either of them shall be a party, or in a claim or judgment in favor of the Trustee or Beneficiary, or in the proceedings for the compromise or settlement of any suit for the foreclosure hereof after accrual of such debt, or hereinafter whether or not actually commenced, or in proceedings for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on payment 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 overplus to Grantor, their heirs, legal representatives or assigns, as their rights may appear.
- 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 of Grantor, at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead 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 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 time or on Grantor, except for the intervention of such receiver, and be entitled to collect such rents and profits, and all other moneys which may be necessary or are usual in such cases for the protection, preservation, 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 or payment in whole or in part of (1) the indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or interest, special assessment or other lien which may be or become superior to the lien hereof or of such receiver, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- No action for the enforcement of the lien or of any provision hereof shall be deemed a waiver of any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times, and access thereto shall be permitted for that purpose.
- Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to review this trust deed or to exercise any power hereof given subject expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of fraud, negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before exercising any power herein given.
- 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.
- In case of the resignation, inability or refusal to act of Trustee, the Beneficiary shall have the authority to appoint a Successor to Trust. Any Successor to Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
- 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 "Grantors" 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" hereof shall mean and include any successors or assigns of Beneficiary.

93446446



MAIL TO

NAME ASSOCIATES FINANCE, INC.  
 STREET 2606A W. DEMPSTER  
 CITY DES PLAINES, ILLINOIS

INITIALS OR  
 MAILING OFFICE BOX NUMBER

FOR REMITTANCE INITIALS, ZIP CODES  
 STREET ADDRESS AND ABOVE  
 INDICATED PROPERTY NAME

JAN 14 1970  
 NOT LAWYER  
 SIGNING TO STATE THAT THIS IS  
 OFFICIAL RECORD