

UNOFFICIAL COPY

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

1. Lenders 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 encumbrances of whatever kind or character for which it is not expressly subordinated to the lien hereof, (3) pay when due any indebtedness which may be secured by a lien or charge on the premises as per cent to the then interest, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or 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 or municipal ordinances 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, 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 Grantors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Grantor may desire to contest.

3. Creditors 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 providing for payment by the insurance companies of losses sufficient either to pay the cost of replacing or repairing the same or to pay in 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, 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 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 prior encumbrances, *if any*, and, whenever discharge, compromise or settle any tax item or other prior lien or title or claim thereof, or redeem from any tax sale or foreclosure affecting said premises or create any tax or promise to settle any tax item or other prior lien or title or claim thereto, or redeem from any tax sale or foreclosure affecting and pre-empt or control any tax or assessment. All money paid for or out of the purpose herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other amounts advanced by Trustee or Beneficiary to protect the mortgaged premises and the lien hereon, 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 stated in the Loan Agreement this Trust Deed secures. 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.

b. The Trustee or Beneficiary hereby agrees that any payment herein authorized relating to taxes or assessments, may do so according to any bill, statement or estimate presented from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, rate, forfeiture, tax lien or title or claim thereof.

6. Grantors shall pay each other's Undebtored expenses incurred, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, all unpaid indebtedness secured by the Trust Deed shall, notwithstanding anything in the Loan Agreement or in the Trust Deed to the contrary, become due and payable immediately in the case of default in making payment of any amount due under the Loan Agreement or when default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained, or to immediately, if all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.

7. When the indelible bonds herein referred to shall become due whether by acceleration or otherwise, Beneficiary or Trustee shall have the right to foreclose the lien hereon, their shall be allowed and included in 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, appraisers' fees, costs for documents 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 partitioning all assets of the estate of the testator, and examining, giving, making, passing, and recording title, and other data and information, and all other documents, and all other expenses of Beneficiary in the preparation and presentation of the case to the court, and in the defense of the same, and in the collection of the title and value of the property, and in the payment of the debts and expenses of the estate, and in the distribution of the same among the heirs.

8. Any personal and real property of the testator in this paragraph mentioned shall become, so much additional and undivided interest accrued hereby, and immediately due and payable, with interest thereon at the annual percentage rate stated in the Loan Agreement of this Trust, from the date when paid, or incurred by Trustee or Beneficiary in connection with its own processing, including products and bankruptcy proceedings, to whichever of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indelible bonds incurred, or the preparations for the commencement of any suit for the foreclosure hereof, after accrual 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.

9. 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 attorney's fees as mentioned in the preceding paragraph hereof; second, all other items which under the terms hereinabove 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 Plaintiff, their heirs, legal representatives or assigns, if any, then, fifth, to Plaintiff.

B. 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 insolvency or insufficiency of the trustee at the time of application for such receiver and without regard to the then value of the premises or whether the same shall then be occupied as a homestead or not and the Trustee hereunder may be *pointed* 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 deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Grantors, 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 (excluding this Trust Deed), or by any special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made *not* to foreclose said; (2) the deficiency in case of a sale and deficiency.

(B) 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 available to the party interposing same in an action at law upon the note herein recited.

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

12. 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 gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before exercising any powers 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 heirs 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 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 "Grantor", when used herein shall

NAME ASSOCIATES FINANCE, INC.
STREET 6523 S. Cicero Ave.
P. O. Box 508
CITY Oak Lawn, IL 60453

**FOR RECORDERS IN INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE**

INSTRUCTIONS

OR

RECORDED'S OFFICE BOX NUMBER _____