



# UNOFFICIAL COPY

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

1. Grantor shall promptly repair, restore or rebuild or improve any structure or other feature on the premises which may become damaged or destroyed by fire, wind, water, snow, ice, heat, cold, or any other cause, without expense and free from mechanical or other defects, and cause of claim or expense so incurred to be satisfied to the best of her judgment. 1 part when the above conditions have been met, and to the satisfaction of the persons referred to in the last but one and upon request exhibit satisfactory evidence of the charge against paper hereto in Trustee's name. 4 compass points to the nearest buildings or landmarks or other signs in process of erection, and permit "No Trespass" all rights reserved, and especially reserves all rights to the premises and the use thereof, to make material alterations in said premises except as required by law, or as may be otherwise.

2. Grantee shall pay before January 1st all general taxes and shall pay one-half taxes upon all real estate, water charges, sewerage charges, and other charges due by the property owner and shall remit the same to the County Treasurer or his agent, or to the collector of taxes, or to the collector of water, sewerage, and other charges due by the property owner and shall remit the same to the County Treasurer or his agent, or to the collector of taxes, or to the collector of water, sewerage, and other charges due by the property owner.

3. Grantor shall keep all buildings and improvements to the lot in a condition suitable for habitation, free from damage by fire, lightning, or otherwise, and grantee shall be entitled to the possession of the same during the term of the lease, subject to the rights of the lessee under the lease, provided that no damage to the buildings or improvements shall be deemed to be caused by the ordinary course of events, or by acts of God, or by acts of the lessee.

5. The Trustee or Beneficiary benefits secured making any payment thereby authorized relating to taxes or assessments, may do so according to any full statement of estimate provided to the appropriate public office without requiring that the amount of such full statement of estimate be set forth in the validity of any tax assessment, sale, forfeiture, tax liability or claim thereof.

9. The Company shall pay to the Purchaser the amount of the Premium as compensation for the period during which the Purchaser is unable to make payment of the Premium in accordance with the terms hereof. At the option of the Purchaser, a certificate in writing shall be issued by the Company certifying the amount of Premium paid by the Purchaser under this Agreement and the date thereof. This Certificate shall be conclusive evidence of the amount of Premium paid by the Purchaser under this Agreement and the date of payment. The Company shall not be liable for any loss or damage suffered by the Purchaser in consequence of all or part of the Premiums so paid being transferred by the Purchaser without notice to the Company.

6. The proceeds of any Series in the sole of the persons who are then holding all such terms as are made and in the proportion provided by the Loan Agreement with interest thereon as herein prescribed.

9. Upon or at any time after the filing of a bill to foreclose the Trustee may file 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 advance or non-arrival of payment at the time of appointment for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a tenement or not and the Trustee hereunder may so appoint as such receiver shall not yet 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 period of the statutory period of redemption, whether there be redemption or not, as well as during any further times when the trustee or his receiver 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 usually given in such cases for the protection, preservation, control, management and operation of the premises during the whole of each period. The court from time to time may authorize the receiver to apply the net income in his hands in payment of all or in part of 1. The under-burdens secured hereby, or by any decree from among this Trust Decree or any special assessment or other law which may be or become superior to the law heretofore of such decree provided such application is made prior to foreclosure sale. 2. the deficiency in case of a sale and deficiency.

(c) No action for the enforcement of the ten 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 hereby secured.

11. Transfer 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, 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 indemnity satisfaction to Trustee before exercising any power herein given.

<sup>11</sup> 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 last 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 to Trust. Any Successor to Trust hereunder shall have the identical powers and authority as are herein given Trustee.

FOR RECORDERS AND FOR PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

**ASSOCIATES FINANCIAL SERVICES**  
6500 W. Irving Park  
Suite J  
Chicago, IL 60634

## **INSTRUCTIONS**

**OR**  
**RECORDERS OFFICE BOX NUMBER \_\_\_\_\_**

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