COVENANTS, CONDITIONS AND PROVISIONS CONTINUED FROM PAGE 1 OF THIS TRUST DEED: (3)

5. The Trustee or Beneficiary hereby secur d me in many as ment be cby an portree to diffusion assert as a sassament, may no according to an blue, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, at resent of a mentioned, both principal and inversal, when due according to me (error never). At the option of Beneficiary, and without postice to Grantors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Contract or in this Trust Deed to the contract, or the unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Contract or in this Trust Deed to the contract, or the when default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained, or (c) insuedistely if all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written convent.

- 7. When the Indebtedness hereby secured shall become due whether by secretarion or otherwise, Benficiary or Trustee shall have the right 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 jaid or incurred by or on behalf of Trustee or Beneficiary for attorney's fees, Trustee's fees, appraisers' fees, outlay for documentary and expert evidence, stemographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of precuring all such abstracts of title, title searches and examinates may aleem to be reasonably necessary either to prosecute such suit or to evidence to bidder 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 nature 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 Contract this Trust Deed secures, when paid or incurred by Trustee or Beneficiary in connection with (a) 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 (b) preparations for the commencement of any united to the foreclosure hereof after accural of such right to foreclose whether or not actually commenced.
- 8. The process 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 incidental 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 Contract, with interest thereon as herein provided; third, all principal and interest remaining ungaid on the note; fourth, any overplus 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 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 Grantors 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 in collect the rents, issues and profits of said premises during the pendlency 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 times when Grantors, except for the intervention of such receiver, would be entitled to collect such tents, 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 payments in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure safe; (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 subject to any defense which would not be good and available to the party interposling same in an action at law upon No action for the note hereby secured.
 - 11. Trustee or Beneficiary show 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 exact 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, or be liable for any acts or omissions betrunder, 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 salisfacto y et dence 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 in authority is release that
- 14. In case of the resignation, inability on et so 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 arc herein given Trust.
- 15. This Trust Deed and all provisions hereof, shoulest oil 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 Contract or this Trust Deed. The term Beneficiary as used herein shall mean and include any successors or assign, of Beneficiary.

68361446	ASSIGNMENT
For value received, the undersigned, the	beneficiary ur per he within Trust Deed hereby transfers, sets over and assigns the beneficial interest under such Trust
Deed and the obligation secured thereby to	CLO PERMITS FIX MANDED OU
IN WITNESS WHEREOF, the undersi	Brief that but his his boar this and boar this
PIN #25-08-206-012	- ARCHWAL CONSTRUCTION (SEAL)
	CORPORATE SELLER SIGN HERE
ARTESTA .	APONWALL CONSTRUCTION CC
Meluta July	nan By And
	(Its Secretary) (Name and Title) Phistelly
ACKNOWLEDGMI	ENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)
	*/)x
STATE OF ILLINOIS, SS.	a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
County of	a rotary runte in and for and residing in and extract, in the state and control of the resident contro
COOK CONMIA BECOBDEK	who personally known to me to be the same prism whose name subscribed to the foregoing
285217-76-* NS. 110	18 Assignment, appeared before me this day in person and acknowledge, that signed and delivered
012 "TRAN 0740 05/09/94 13:12:00	
T-01-RECORDING \$23.50	d30GIVEN under my hand and Notarial Seal this
02 504 344 BUILDEROAD 10-1	Notary Public
> AC	KNOWLEDGMENT BY CORPORATION (SELLER)
	M. BODERT Heberman
STATE OF ILLINOIS.	
CCCX SS	a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY (ER THY THAT
County of	SCH Heldersmin
	who MRC personally known to me and who executed the foregoing Assignment as president and secretary, respectively,
OFFICIAL SEAL" &	of the corporation named therein and acknowledged that they signed and delivered the same as their free and voluntary act as such
M. ROBERT LIEBERMANI	officers in the name of and on behalf of said corporation for the uses and purposes therein set forth.
NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 1/26/97	GIVEN under my hand and Notarial Seal this thay of WWW. A.D. 19 7
COMMISSION EXPIRES 1/26/97	Notary Public
D	FOR RECORDERS INDEX PURPOSES
E NAME AFTER RECORDS	NG RETURN TO: INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
T PORTFOLIO ACC	EPTANCE CORP
V STREET 8131 LBJ FRWY	4547 5. GREEN
E NAME L AFTER RECORD! PORTFOLIO ACC S131 LBJ FRWY DALLAS, TX 75 R CITY ATTN: PACKAG	
R CITY ATTN: PAUKAG	
Y <u>L</u>	

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER

UNOFFICIAL COPY

Property of Cook County Clerk 34450 Frice