

1. Mortgagors shall promptly pay when due the principal and interest on the debt evidenced by the Note and any other charges due under the Note.

2. Mortgagors shall: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured 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 lien to Trustee or to Holders of the Note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of applicable law with respect to the premises and the use thereof; and (f) make no material alterations in said premises except as required by applicable law.

3 Montgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges or lines against the premises when due, and shall, upon written request, furnish to Trustee or to Holders of the Note duplicate receipts therefor. To prevent nonperformance hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which

Mortgagors may desire to contest.

4. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, inhtning, earthquake, wind-driven rain or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing tor payment by the insurance companies of monies 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 Holders of the Note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Holders of the Note, such rights to by evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Holders of the Note, and in case of insurance about to expire, shall deliver

renewal policies not less than ten uays prior to the respective dates of expiration.

5. If Mortgagors fail to perform the covernants, conditions and provisions contained in this trust deed, Trustee or the Holders of the Note may, but need not, make any payment or perform any act herein required of Mortgagors in any form and manner deemed expedient, and may, but her dinot, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incur, ed in connection therewith, including reasonable attorney's fees, and any other monies advanced by Trustee or the Holders of the hot) to protect the mortgaged premises and the lien hereof plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby. Unless Mortgagors and its Holders of the Note agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate set forth in the Note and shall be payable, with interest, upon notice from the Holders of the Note to Mortgagors requesting payment. Inaction of Trustee or Holders of the Note shall never be considered as a waiver of any right accruing to them on account of any failure to perform the covenants, conditions and provisions contained herein on the part of Mortgagors.

6. The Trustee or the Holders of the Note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate c ocured 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

7. Mortgagors shall pay each item of indebtedness herein mentioned, I oth principal and interest, when due according

8. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Holders of the Note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lienth reof, except as otherwise provided by applicable law, there shall be allowed and included as additional indebtedness in the secree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Holders of the Note for attorneys' fees, Trustee's fees, appraiser's fees, outlays 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 a istracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or Holders of the Note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to 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 a rate equivalent to the post maturity rate set forth in the Note securing this trust deed, if any, or otherwise the prematurity rate set forth therein, when paid or incurred by Trustee or Holders of the Note 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 suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) 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 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 Note, with interest thereon as herein provided; Third, all principal and interest remaining unpaid on the Note; Fourth, any surplus to Mongagors, their heirs, legal representatives or assigns, as their rights may appear.

10. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is tiled 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 Mortgagors at the time of application for such receiver and without regard to the time 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 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 heredemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be applied to sellest such register and are the same of other programs. 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 new income in his hands in payment in whole or in part of: (a) 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 sale; (b) the deficiency in case of a sale and deficiency

11. 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 hereby secured, except as otherwise

provided by applicable law.
12. Trustee or the Holders of the Note shall have the right to inspect the premises at all reasonable times and access

thereto shall be permitted for that purpose.

13. If this first deed is on a leasehold, Mortgagors shall comply with the provisions of the lease and if Mortgagors acquire fee title to the premises, the leasehold and fee title shall not merge unless Trustee or the Holders of the Note agree

to the merger in writing

14. The proceeds or any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the oremises or for conveyance in lieu of condemnation are hereby assigned and shall be paid to the Holders of the Note. In the event of a total taking of the premises, the proceeds shall be applied to the sums secured by the trust deed, whether or not the due, with any excess paid to Mongagors. In the event of a partial taking of the premises, unless the Holders of the Note other rise agree in writing, the sums secured hereby by this trust deed shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the premises immediately before the taking. Any balance shall be paid to Mortgagors. If the premises are abandoned by Mortgagors, or if, after notice by the Holders of the Note that the condemnor offers to make an award or settle a claim for camages, Mortgagors fail to respond to the Holders of the Note within 30 days after the date the notice is given, the Holders of the Note are authorized to collect and apply the proceeds, at its or their option, either to restoration or repair of the premises or to the sums secured by this trust deed whether or not then due. Unless the Note provides otherwise, any application of the proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Section 1 hereof or change in a smount of such paymens.

15. If the loan secured by this trust deed is subject to a law which sets maximum loan charges and that law is finally

interpreted so that the interest or other loan charges collecte for to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Mortgagors which exceeded permitted limits will be refunded to Mortgagors. The Holders of the Note may choose to make this refund by reducing the principal owed under the Note or by making a direct

payment to Mortgagor.

16. This trust deed shall be governed by federal law and the laws of Illinois. In the event that any provision or clause of this trust deed or the Note conflicts with applicable law, such conflict shall not affect other provisions of this trust deed or the Note which can be given effect without the conflicting provision. To this end the provisions of this trust deed and the Note

are declared to be severable.

17. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the Note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless ex, ressly obligated by the terms hereof, nor be liable for any acts promissions hereunder, except in case of its own gross negligence or misconduct or that of the agents

or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

18. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and Trustee may evacute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the Note, representing that all indebtedness hereby secured has been paid, which representation In stee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine Note herein described any Note which bears an identification number purporting to be placed thereon by a programate hereunder or which conforms in substance with the description herein contained of the Note and which purports to be executed by the Holders of the Note and, where the release is requested of the original Trustee and it has never placed its identification number of the Note described herein, it may accept as the genuine Note herein described any Note which may be presented and which contorms in substance with the description herein contained of the Note and which purports to be executed by the Holders of the Note herein designated as makers thereof.

19. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall

have the identical title, powers and authority as are herein given Trustee.

20. This trust deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons. Any Mortgagor who co-signs this trust deed but does not execute the Note: (a) is co-signing this trust deed only to mortgage, grant and convey to the provision of the Note: (b) the trust deed and/or to release and waive homestagt rights: (b) that Mortgagor's interest in the premises under the terms of this trust deed and/or to release and waive homestead rights; (b) is not personally obligated to pay the sums secured by this trust deed; and (c) agrees that the Holders of the Note and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this trust deed or the Note without that Mortgagor's consent.



UNOFFICIAL COPY Schedule "A"

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BENEFICIARY'S NAME AND ADDRESS:		1250-333344
HOLDER OF NOTE		NAME OF TRUSTOR(#):
	3	1) KENNEIH C. CHASE
	2) SUSAN M. CHASE 3)	
		4)
Legal Description of Real Property:		
LOT 40.8 IN WEATHERSFIELD UNIT NUMBER 4, BEING A SUBDIVISION IN SECTIONS 20, 28 AND 29 IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON AUGUST 31, 1961, AS DOCUMENT NUMBER18263706, IN COOK COUNTY, ILLINOIS.		
790657 County Clarks		
401 ORLEANS LANE, SCHAUMBURG, ILLINOIS, 50193		
TRUSTOR(4) MAILING ADDRESS TO WHICH A COPY OF ANY NOTICE OF DEFAULT OR ANY NOTICE OF SALE IS TO BE MAILED TO:		
Went C Cla	u e	Simi Mase
Signature of Trustor(s):		
Kenneth C. Chase Susan M. Chase		
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15-999 CA (Rov. 5-95)

Property of Cook County Clerk's Office

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