

3. 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 procured 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, foreclosure, tax lien or title or claim thereof.

4. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, be deemed due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

5. 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 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 holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, cost of advertising, sale, advertising, advertising, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee 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 payments and expenses of the nature in this paragraph mentioned shall inure as such additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, in 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 receipt 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.

6. 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 liens which have priority in the premises over the lien hereof; third, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note forthwith; any surplus (if any) to First Party, its legal representatives or assigns, as their rights may appear.

7. 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 at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, 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 power to collect the rents and profits and to receive the proceeds 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 when First Party, its successors or assigns, 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 hereof, 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 any incumbrance, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

8. 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.

9. 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 hereon unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or intentional act or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

10. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and Trustee may execute 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 Trustee 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 a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party, and where the release is requested of the original trustee and it has never executed a certificate in any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

11. Trustee may retain 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, death, refusal to act of Trustee, the then Recorder or Registrar of Titles 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, and any Trustee or successor shall be entitled to reasonable compensation for his acts performed hereunder.

12. In the event of the commencement of judicial proceedings to foreclose the indebtedness secured by this trust deed, First Party does hereby irrevocably waive any and all rights of redemption from under any order or decree of foreclosure of this trust deed on behalf of First Party, and each and every person it may legally bind, including any interest in title to the premises after the date of the execution of this trust deed; and First Party, for itself, its successors and assigns, and for all it may legally bind, agrees that when sale is had under a decree of foreclosure of this trust deed, upon confirmation of such sale, the matter in chancery, or other officer making such sale, or his successor in office shall be and is authorized immediately to execute and deliver to the purchaser at such sale, a deed conveying the premises showing the amount paid therefor, and if purchased by the person in whose favor the order or decree is entered, the amount of his bid therefor.

13. It is hereby agreed that in the event the First Party sells, transfers, conveys, or otherwise disposes of the property herein involved, or suffers or permits the transfer of the title to said property by operation of law or creditor process, or (either consciously or not) without first securing the written consent of the Holder, then and in any such event, at the option of the Holder, the entire principal balance of the Note secured by this Trust Deed shall become immediately due and payable, together with all accrued interest.

14. If the full amount of any monthly payment is not received by ten (10) days after the due date, a late charge of 5% of the principal and interest payment will be assessed.

15. In order to provide for payment of taxes, assessments, insurance premiums and other charges on the property securing this indebtedness, the First Party agrees to deposit with the Holder monthly, a portion of the current year taxes, upon the disbursement of the loan, and to pay monthly in addition to the above payment, a sum estimated by the Holder to be equivalent to 1 1/2% of such items. If the amount estimated is not sufficient, the First Party promises to pay the difference upon demand.

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by The Midwest Bank and Trust Company, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and the personal liability or personal responsibility is assumed by, and shall at any time be assumed or enforced against, The Midwest Bank and Trust Company, its agents or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in and principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that The Midwest Bank and Trust Company, individually, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained, and shall not be personally liable for any action or nonaction taken in violation of any of the covenants herein contained, it being understood that the instrument hereby executed hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issue, and profits thereon.

IN WITNESS WHEREOF, The Midwest Bank and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier, the day and year first above written.

The Midwest Bank and Trust Company as Trustee as aforesaid and not personally,

By Robert Figarella Executive Vice-President  
Attest Stephen C. Conti Assistant Cashier  
Christine A. Sciortino Cashier  
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that  
Robert Figarella  
Stephen C. Conti

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.  
Executive  
Asst Cashier  
Vice-President of THE MIDWEST BANK AND TRUST COMPANY, and  
Assistant Cashier, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Cashier then and there acknowledged that he is, as Custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

"OFFICIAL SEAL"  
Christine A. Sciortino  
Notary Public, State of Illinois  
My Commission Expires Sept. 14, 1988

Given under my hand and notarial seal, this 15th day of May 87  
Christine A. Sciortino  
Notary Public

IMPORTANT  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,  
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The instalment Note-mentioned in the within Trust Deed has been identified herewith under Identification No. 754  
MIDWEST BANK AND TRUST COMPANY  
Trustee

