

3799873

AND IT IS FURTHER AGREED THAT:

1. **Payment of Indebtedness.** Mortgagor shall promptly pay when due the principal and interest on the indebtedness secured hereby and shall duly perform and observe all the covenants and agreements herein or in the Note provided for to be performed and observed.
 2. **First Mortgage.**
 - (a) Mortgagor shall comply with all covenants and agreements contained in the first mortgage note hereinafter called "First Mortgage Note" and the first mortgage or trust deed securing the First Mortgage Note hereinafter called "First Mortgage" to be performed and observed by Mortgagor. The first mortgage or the trustee and holder of the First Mortgage Note are hereinafter collectively called the "First Mortgagee".
 - (b) Mortgagor covenants that this Trust Deed is lawfully executed and delivered in conformity with the First Mortgage Note and First Mortgage and that no default has occurred or exists under the First Mortgage Note or First Mortgage.
 - (c) The terms of the First Mortgage Note or First Mortgage shall not be amended or modified without the prior written consent of holder of the Note.
 - (d) Mortgagor shall promptly furnish to holder of the Note copies of all notices received from First Mortgagee regarding the First Mortgage Note or First Mortgage.
 3. **Preservation of Premises; Liens.** Mortgagor shall (a) keep the Premises in good condition and repair without waste, (b) promptly repair, restore or rebuild all buildings or improvements now or hereafter on the Premises which may become damaged or destroyed, (c) complete, within a reasonable time, any building(s) now or at any time in the process of erection upon the Premises; (d) make no substantial repairs, alterations or remodeling of the Premises unless the written consent of holder of the Note shall first have been obtained; (e) comply with all laws and municipal ordinances with respect to the Premises and the use thereof, (f) not do, or permit to be done upon the Premises, anything that might impair the value thereof, or the lien of this Trust Deed; (g) keep the Premises free from liens of mechanics and workmen, and from all other liens, charges, claims or encumbrances, except for the liens of this Trust Deed, the First Mortgage in existence on the date hereof and current real estate taxes not yet due and payable; (h) pay when due any indebtedness which may be secured by a lien, charge or encumbrance on the Premises superior to the lien hereof, and upon request, exhibit satisfactory evidence of the discharge of such prior lien, charge or encumbrance to holder of the Note; and (i) suffer or permit no change in the general nature of the occupancy of the Premises, without the prior written consent of holder of the Note.
 4. **Inspection of Premises.** Holder of the Note shall have the right to inspect the Premises from time to time at all reasonable times or times, and access thereto shall be permitted for that purpose.
 5. **Taxes.** Mortgagor shall pay all general and special taxes, general and special assessments, water charges, sewer charges and other charges, fees, penalties, fines and impositions of any kind (all hereinafter generally called "Taxes") which may be levied, assessed, charged or imposed upon the Premises, when due and before any penalty attaches. Mortgagor shall promptly furnish to holder of the Note all notices of amounts due under this paragraph, and upon request, Mortgagor shall deliver to holder of the Note receipts evidencing such payments. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by law, any Taxes that Mortgagee may desire to contest.
 6. **Insurance.**
 - (a) At all times, Mortgagor shall keep all buildings and improvements now existing or hereafter erected on the Premises insured in the greater of the amount of eighty percent (80%) of its full insurable value, or in an amount sufficient to pay in full the indebtedness secured by the First Mortgage and the amount of the indebtedness secured hereby, against loss or damage by fire, flood, damage which a holder of the Note is required by law to have its collateral so insured, and hazards included within the term "extended coverage", and for such periods as holder of the Note may require. The insurer providing such insurance may be chosen by Mortgagor subject to holder of the Note's right to refuse, for reasonable cause, to accept any insurer offered by Mortgagor. All insurance policies and renewals thereof shall be in form acceptable to holder of the Note, shall include a standard mortgage clause or endorsement in form acceptable to holder of the Note in favor of and with loss payable to Trustee for the benefit of holder of the Note, shall provide that in no event shall such policy be cancelled without at least ten (10) days prior written notice to holder of the Note, and shall be delivered to holder of the Note. Appropriate renewal policies shall be delivered to holder of the Note not less than (10) days prior to the respective dates of expiration.
 - (b) In the event of loss or damage, Mortgagor shall give prompt notice to the insurer and holder of the Note, and holder of the Note is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and, in such case, Mortgagor covenants to sign upon demand all receipts, vouchers and releases required to be signed by the insurance companies. Holder of the Note, at its option, may apply all or any part of the insurance proceeds or any loss either to the reduction of the indebtedness secured hereby in such order or manner as holder of the Note may elect or to the restoration or repair of the Premises. Any such application of proceeds shall not extend or postpone the due date of the monthly installments as herein and in the Note provided, or change the amount of such installments. If, as provided in this Trust Deed, the Premises are acquired by Trustee or holder of the Note, all right, title and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from loss or damage to the Premises prior to the sale or acquisition shall pass to Trustee or holder of the Note to the extent of the sums secured by this Trust Deed immediately prior to such sale or acquisition.
- Holder's Performance of Mortgagor's Obligations.** If Mortgagor fails to perform the covenants and agreements herein and in the Note contained, or if any proceeding is commenced which materially affects the interest of Trustee or holder of the Note in the Premises, including, but not limited to, eminent domain, involuntary code enforcement or an arrangement or proceedings involving a bankruptcy or decedent, then Trustee or holder of the Note may, but shall not be required to, make any payment or appearance or perform any act herein required of Mortgagor in any form and manner deemed expedient to Trustee or holder of the Note, and may, but shall not be required to, make full or partial payments of principal or interest on prior and co-existing encumbrances, if any, and purchase, discharge, compromise or settle any lien, encumbrance, suit, title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises, or contest any tax or assessment. Neither Trustee nor holder of the Note shall incur any liability because of anything that it may do or omit to do hereunder. Inaction of Trustee or holder of the Note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor. In making any payment herein authorized, Trustee or holder of the Note shall be sole judges of the legality and validity thereof, and of the amount necessary to be paid in satisfaction thereof.
- Condemnation.** If the Premises, or any part thereof, shall be taken by condemnation, eminent domain or other taking, or by agreement between Mortgagor, holder of the Note and those authorized to exercise such right, holder of the Note is hereby empowered to collect and receive all compensation which may be paid for any property so taken, or for damages to any property not taken and all condemnation compensation so received shall be applied by holder of the Note as it may elect, to the immediate reduction of the indebtedness secured hereby, less Unearned Charges, whether due or not, or to the repair or restoration of any property so damaged, provided that any excess over the amount of the indebtedness secured hereby, less Unearned Charges, shall be delivered to Mortgagor. Such application of condemnation compensation shall not extend or postpone the due dates of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments.
9. **Default.** The occurrence of any of the following shall constitute a "Default" hereunder: (a) any failure to pay a full amount owing on the Note in accordance with the terms thereof or any other obligation as defined in the Note when due; (b) if a proceeding be instituted to enforce any lien, claim, charge or encumbrance upon the Premises; (c) if a proceeding of bankruptcy, receivership, reorganization or insolvency is filed by or against Mortgagor, or any of them, or if Mortgagor, or any of them, shall make any assignment for the benefit of creditors; (d) if the Premises be placed under the control or custody of any court; (e) if Mortgagor abandons the Premises; (f) if any statement, representation, covenant or warranty of Mortgagor herein or in any other writing at any time furnished by Mortgagor to Trustee or holder of the Note is untrue in any material respect as of the date made; (g) if a default pursuant to paragraph 7 hereof shall occur; or (h) any failure to timely perform or observe any other covenant or agreement of Mortgagor contained in the Note or in this Trust Deed, which failure shall continue for a period of three (3) days. To the extent permitted by applicable law, whenever a Default shall have occurred, at its option without notice or demand to Mortgagor or any party claiming under Mortgagor, and without impairing the lien created hereby or the priority of said lien or any right of Trustee or holder of the Note, holder of the Note may declare all unpaid indebtedness secured hereby, less Unearned Charges, immediately due and payable and apply toward the payment of all unpaid indebtedness secured hereby any indebtedness of Trustee or holder of the Note to Mortgagor. For the purposes of subclause (b) of this paragraph 9 only, the term "Mortgagor" shall mean and include not only Mortgagor, but also any beneficiary of a trustee mortgage and such person who, as guarantor, co-maker or otherwise, shall be or become liable for or obligated upon any part of the indebtedness secured hereby.
 10. **Foreclosure.** When the indebtedness secured hereby, or any part thereof, shall become due, whether by acceleration or otherwise, and is not paid in accordance with the terms as herein and in the Note provided, Trustee or holder of the Note shall have the right to foreclose the lien hereof and to exercise any right, power or remedy as herein or in the Note provided, or by law or in equity conferred by any suit or proceeding to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale to be paid out of the rents, or the proceeds of such sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holder of the Note, or court costs, attorneys' fees, trustee's fees, appraiser's fees, expenditures for documentary and other 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 abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar costs and expenses with respect to title as Trustee or holder of the Note may deem necessary either to prosecute such suit or to evidence its title in any sale which may be had pursuant to such decree, the true condition of the title to the Premises. To the extent permitted by applicable law, all expenditures and expenses of the nature in this paragraph mentioned shall become an additional indebtedness secured hereby and immediately due and payable by Mortgagor.
 11. **Proceeds of Foreclosure Sale.** The proceeds of any foreclosure sale of the Premises shall be distributed and apportioned in the following order of priority to the extent permitted by applicable law: First, on account of all costs and expenses incident to the foreclosure proceedings, including, without limitation, all items enumerated in paragraph 10 above; second, all other debts which, under the terms hereof, constitute indebtedness secured hereby additional to that evidenced by the Note; third, all sums remaining unpaid on the Note, less Unearned

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27. Provisions Severable. Wherever possible, each provision of this Trust Deed shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or clause of this Trust Deed be deemed to be prohibited by or invalid under applicable law, such provision or clause shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or clause or the remaining provisions and clauses of this Trust Deed.

IN WITNESS WHEREOF, Mortgagor has executed and delivered this Trust Deed on the day and year first above written.

Ronald Slaviero
Ronald Slaviero

Jeanine C. Slaviero
Jeanine C. Slaviero

STATE OF ILLINOIS |
COUNTY OF COOK | SS

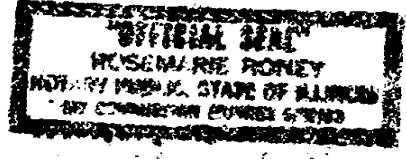
I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jeanine C. and Ronald Slaviero her husband

who are personally known to me to be the same person s whose name s subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, indicating the release and waiver of the right of redemption.

GIVEN under my hand and Notarial Seal this 2nd day of June, 19 39

Rosemarie Roney
Notary Public

My Commission Expires: 6/30/90



<p>IMPORTANT</p> <p>THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY EXCHANGE BANK OF RIVER OAKS, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.</p>	<p>Classification Number: _____</p> <p>EXCHANGE BANK OF RIVER OAKS, TRUSTEE</p> <p>By: _____ Assistant Trust Officer Assistant Secretary Assistant Vice President</p>
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MAIL TO:
Exchange Bank of River Oaks
1701 River Oaks Drive
Calumet City, Illinois 60409

For Recorder's Index purposes, insert names and set of above described premises here:
15721 East End Avenue
Dolton, Illinois 60419

Place in Recorder's Office
Box Number _____

Exchange Bank of River Oaks
1701 River Oaks Dr., P.O. Box 107
Calumet City, IL 60409

3795873

89 JUN 5
CAROL MOSEBY
REGISTRAR OF DEEDS

Bowky

Deliver duplicate Trust Deed to _____
Address _____
Notified _____

Delivered by _____
Address _____
Produced _____
Deliver certificate to _____
Address _____

3795873

1182022
RECORDED

21. Government Law. The law of the State of New York, in so far as it applies to the subject matter hereof, is hereby adopted and made a part of this instrument.
22. The Trustee shall have the right to sell, lease, convey, or otherwise dispose of the property in trust, and to execute any instrument necessary for the purpose of carrying out the purposes of this trust.
23. The Trustee shall have the right to sue and be sued, and to defend any suit brought against the trust, and to prosecute any suit brought by the trust.
24. The Trustee shall have the right to execute any instrument necessary for the purpose of carrying out the purposes of this trust, and to execute any instrument necessary for the purpose of carrying out the purposes of this trust.
25. The Trustee shall have the right to execute any instrument necessary for the purpose of carrying out the purposes of this trust, and to execute any instrument necessary for the purpose of carrying out the purposes of this trust.