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*David S. Krause*  
*1-22-91*  
*and*  
*based*

Inheritance taxes assessed by reason of her death, except administration including ancillary, and estate and expenses, claims allowable against her estate, costs of from the principal of the trust estate Setlor's funeral Section 1: The trustee shall pay

estate shall be held and disposed of as follows:  
SECOND: Upon my death, the trust

from time to time.  
principal of the trust estate as I may request in writing time, and shall distribute to me such part, or all, of the convenient installments or as I may direct from time to trustee shall pay me the net income of the trust estate, in FIRST: During my lifetime,

described in this Declaration of Trust.  
estate for the purpose and the conditions and terms substitutions thereof and additions thereto, as the trust my successor trustees will hold such property and all A, attached to and incorporated by reference, and that I and herein described the following property included in Schedule acknowledge that I hold in trust for the purpose and persons I, MARY ALICE NEITZKE, as Setlor declare, publish and

Illinois, herein referred to as Setlor, and Trustee.  
Village of Mount Prospect, County of Cook, State of Illinois, 1987, by MARY ALICE NEITZKE, 6 So. Maple, This DECLARATION OF TRUST is made this 28 day of

DECLARATION OF TRUST

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1/22/21

that the amount, if any, by which the estate and inheritance taxes shall be increased as a result of the inclusion of property over which the Settlor may have power of appointment shall be paid by the person holding or receiving that property. Interest and penalties concerning any tax shall be paid and charged in the same manner as the tax. The Trustee may make payment directly or to the legal representative of Settlor's estate, as the Trustee deems advisable. The Settlor hereby waives all rights of reimbursement for any payments made pursuant to this section.

Assets or funds otherwise excludable in computing Federal estate taxes shall not be used to make the foregoing payments, and life insurance proceeds shall be used only to the extent that other assets are not available. The Settlor recommends that assets sold by the Trustee for that purpose be selected, to the extent practicable, so as to minimize the recognition by the trust estate of gain for Federal income tax purposes.

The Trustee shall make such elections under the tax laws as the Trustee deems advisable, without regard to the relative interests of the beneficiaries. No adjustment shall be made between principal and income or in the relative interests of the beneficiaries to compensate for the effect of elections under the tax laws made by Settlor's Executor or by the Trustee.

The succeeding articles of this Declaration of Trust

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shall be subject to the Trustee's making or providing for the foregoing payments.

### Section 2:

Upon the death of the Settlor, the Trustee shall divide the trust estate into equal shares to create one share for each then living child of the Settlor and one share for the then living descendants, collectively, of each deceased child of the Settlor.

The Settlor's children are:

- Michael Neitzke
- Thomas Neitzke
- James Neitzke
- Rebecca Neitzke

Each share created for the descendants of a deceased child shall be distributed per stirpes to such descendants, subject to postponement of possession as provided below.

Each share created for a living child shall be held as a separate trust and disposed of as hereinafter provided. If any child of mine shall predecease me, leaving no descendants, then his or her share shall pass to the spouse of the deceased child. If the child has no spouse, then his or her share shall pass to my surviving children, or their descendants per stirpes.

### Section 3:

The income from a child's share shall be paid in convenient installments, at least quarterly, to the child until complete distribution of the share or his or her prior death.

The Trustee may also pay to the child such sums from the principal of his or her share as the Trustee deems

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Section 6: Upon the death of a child any shall include widow or widower.

spouses. For purposes of this Agreement, the term "spouse" descendants (other than the child) and their respective descendants and their respective spouses and Settlor's any one or more of the child's surviving spouse, the child's child's death may be appointed only to or for the benefit of the child's share not subject to withdrawal prior to the once to this power of appointment, except that any part of child may appoint by his or her will making specific refer- with such powers and in such manner and proportions as the tributed to or in trust for such appointee or appointees, his or her share shall be held in trust hereunder or dis- ceiving his or her share in full then upon the child's death

Section 5: If a child dies before re- include an involuntary exercise.

which may be exercised only voluntarily and shall not ten request. The right of withdrawal shall be a privilege- ments shall be made without question upon the child's writ- of the principal of his or share at any time or times. Pay- estate into shares, each child may withdraw any part or all

Section 4: After division of the trust income of the child from all sources known to the Trustee, (including postgraduate) and best interests, considering the health, maintenance in reasonable comfort, education necessary or advisable from time to time for his or her

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any amounts of principal become payable to a minor or to a

Section 1: If income or discretion-

Agreement:

shall apply to the trust estate and to each trust under this

THIRD: The following provisions

so paid.

and best interests, and adding to principal any income not in reasonable comfort, education (including postgraduate) payable from time to time for his or her health, maintenance principal of the share as the Trustee deems necessary or advisable of the descendant so much or all of the income and age of twenty-one (21) years, meanwhile paying to or for the share as a separate trust until the descendant reaches the Transfers to Minors Act, or (b) retain possession of the with a custodianship for the descendant under a Uniform the descendant, but the Trustee shall (a) establish there- the age of twenty-one (21) years shall immediately vest in which is distributable to a descendant who has not reached

Section 2: Each share of the trust estate

estate is then held hereunder shall be added to that share. descendant of the Settlor for whom a share of the trust except that each portion otherwise distributable to a subject to postponement of possession as provided below, then per stirpes to Settlor's then living descendants, descendants, or if none, to his or her spouse, or if none, distributed per stirpes to his or her then living part of his or her share not effectively appointed shall be

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Section 4: For convenience of

proportions in which they take that interest. persons entitled to the next successive interest in the accrued income, be paid by the Trustee as income to the nation of any estate or interest shall, together with any last income payment date and undistributed at the term-

Section 3: Income received after the

appointment. provision shall not limit the exercise of any power of voluntarily or involuntarily alienated or encumbered. This support or others, or to legal process, and may not be to the claims of any creditor, any spouse for alimony or beneficiaries in principal or income shall not be subject

Section 2: The interests of

the benefit of the beneficiary. or friend in reimbursement for amounts properly advanced for for the benefit of the beneficiary; (3) to an adult relative Uniform Transfers to Minors Act; (d) by the Trustee directly fiduciary; (c) to a custodian for the beneficiary under a the legally appointed guardian or conservator of the bene- Trustee deems best: (a) to the beneficiary directly; (b) to principal shall be paid in such of the following ways as the properly to manage his or her affairs, then such income or legal disability, is in the opinion of the Trustee unable incompetent but who, by reason of illness or mental or phys- person under legal disability or to a person not adjudicated

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voting trusts, reorganizations, consolidations, mergers, foreclosures and liquidations and in connection therewith to deposit securities and accept and hold other property received therefor;

(e) To lease trust property for any period of time though commencing in the future or extending beyond the term of the trust;

(f) To borrow money from any lender, including a trustee hereunder individually, extend or renew any existing indebtedness and mortgage or pledge any property in the trust;

(g) To sell at public or private sale, contract to sell, convey, exchange, transfer and otherwise deal with the trust property and any reinvestments thereof from time to time for such price and upon such terms as the Trustee sees fit;

(h) To employ agents, attorneys and proxies and to delegate to them such powers as the Trustee considers desirable;

(i) To compromise, contest, prosecute or abandon claims in favor of or against the trust;

(j) To divide or distribute the trust property in cash or in kind, or partly in each, or in undivided interests or in different assets or disproportionate interests in assets; and to sell any property in order to make division or distribution;

(k) To deal with, purchase assets from, or make loans to, the fiduciary of any trust made by the Settlor or any member of her family or a trust or estate in which any beneficiary under this Agreement has an interest, though a Trustee hereunder is such fiduciary, and to retain any property so purchased;

(l) To establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion;

(m) To transfer the situs of any trust property to any other jurisdiction as often as the Trustee deems it advantageous to the trust, appointing a substitute Trustee to itself to act with respect thereto; and in connection therewith, to delegate to the substitute Trustee any or all of the powers given to the Trustee, which may elect to act as advisor to the substitute Trustee and shall receive reasonable compensation for

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being at the death of the Settlor. Any property still held of the last to die of the Settlor and the beneficiaries to continue for more than twenty-one (21) years after the death or by exercise of a power of appointment hereunder, shall Section 7: No trust created hereby,

this section. for any loss that may result from acting in accordance with the Trustee. The Trustee shall have no responsibility ing to this section shall fully protect all persons dealing The statement of the Trustee that it is acting accord- any or all of the powers reserved to her hereunder.

delegate to any other person or to the Trustee or relinquish right of revocation, by a writing delivered to the Trustee The Settlor may at any time or times, with or without of property with any principal cash in the trust.

(b) The Settlor shall have the power to direct the retention or sale of any trust assets and the purchase (a) No sale or investment shall be made without the written approval of the Settlor, unless she fails to indicate her approval or disapproval of any proposed sale or investment within ten (10) days after being requested to do so in writing; and

affairs. foregoing, while the Settlor is living and able to manage her

Section 6: Notwithstanding the

and discharges. (n) To perform other acts necessary or appropriate for the proper administration of the trust, execute and deliver necessary instruments and give full receipts so acting; and to remove any acting substitute Trustee and appoint another, or reappoint itself, at will; and

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under disability shall receive notice and have authority to  
The parent, guardian or Conservator of a beneficiary  
curring any liability for so doing.

complete discharge to the predecessor Trustee without in-  
account rendered and the property received as a full and  
income from the trust, a successor Trustee may accept the  
charities then entitled to receive or have the benefit of the  
of the beneficiary or a majority in interest of the benefi-  
sor. With the approval of the Settlor, if living, otherwise  
personally liable for any act or omission of any predeces-  
the originally named Trustee. No successor Trustee shall be  
Every successor Trustee shall have all the powers given  
longer serving.

successor Trustee, if those named in Sec. 10 (p.11) are no  
have the benefit of the income from the trust, may appoint a  
in interest of the beneficiaries then entitled to receive or  
Settlor, if living, otherwise the beneficiary or a majority  
resignation, refusal or inability to act of any Trustee, the  
the benefit of the income from the trust. In case of the  
also to each beneficiary then entitled to receive or have  
any time by written notice to the Settlor, if living, other-  
Any Trustee may resign at  
Section 8:

are indefinite, then in equal shares.  
in which they are entitled thereto, or if their interests  
have the benefit of the income therefrom in the proportions  
be distributed to the persons then entitled to receive or  
in trust at the expiration of that period shall immediately



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over any securities or other property to the successor person or corporation who transfers, registers, or pays and no further evidence or authority shall be required. No Trustee that he or she is the acting Trustee of this Trust Trustee shall rely on the statement of any successor Any person or corporation dealing with any successor

estate in such other form as will pass title by delivery. Trustee's own name or to hold any property of the Trust of the successor Trustee's nominee or in the successor titles or any other property of the trust estate in the name collect, to transfer, re-register any stocks, bonds, secur- Such successor Trustee is authorized and empowered to

standard of living to which she has become accustomed. of such Settlor in order that the Settlor may maintain the Trustee may make payments directly for the use and benefit legal representative of the Settlor; or the successor payments directly to such Settlor or to the duly qualified fare of the Settlor; or the successor Trustee may make the necessary for the comfort, support, maintenance, and well- portion of the principal or all of the principal as is Trustee may use or apply as much of the net income and any determined under this Section 10, Paragraph 1, the successor Settlor is deemed mentally or physically incapacitated as During any period in the Settlor's life in which the

serve as successor Trustee. refuses, or is unable to serve then REBECCA WEITZKE shall

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that the terms of this Agreement may not be modified by the change, or withdrawal with the Trustee; provided, however, by filing notice of such revocation, modification, or to withdraw the whole or any part of the Trust created in whole or in part, to change the beneficiaries than the trustee, to revoke or modify the Trust hereby sent of any person or without notice to any person other right at any time, and from time to time, without the con-

The Settlor reserves the Section 12. included hereunder.

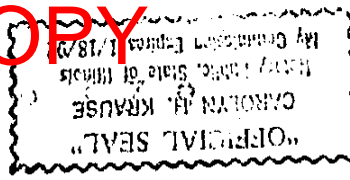
covered by the provisions of this Trust as if originally deeds of such additional policies and such property shall be assignment, bequest, or devise, and if so added, the pro- transferring such property to the Trustee hereunder by deed, the Trust hereby created, by making such property payable or with the consent of the Trustee, may add other property to remains unrevoked, either the Settlor or any other person,

So long as this Agreement Section 11: binding upon every beneficiary of this Trust.

transfer, re-registration or payment so made and shall be release and discharge such person or corporation for any Trustee to any person or corporation shall be effectual to re-registered or paid over. The receipt of the successor application or disposition of the property transferred, of the provisions of this instrument or administer the Trustee shall be required to inquire or take notice of any



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Subscribed and sworn to before me this 22 day of January, 1991.  
Carolyn H. Krause  
Notary Public

Grantor: Mary Alice Neitzke  
Accepted: Mary Alice Neitzke, Trustee

IN WITNESS WHEREOF, I have executed this DECLARATION OF TRUST at Mount Prospect, Illinois the day and year first above written

Section 13: This Declaration of Trust shall be governed by, and interpreted in accordance with, the laws of the state of Illinois.  
If the entire Trust is revoked by the Settlor, the Trustee shall transfer to the Settlor all of the Trust Estate and shall execute and deliver to the Settlor all instruments which are necessary or appropriate to release all interests of the Trustee in the Trust.  
Settlor in such manner as to increase the obligations of the Trustee without the Trustee's written consent.

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14-011

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\$100.00

Cash

SCHEDULE A

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MORTGAGE (ILLINOIS)

For Use With Note Form No. 1447

3946879

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE, made February 7<sup>th</sup> 1991, between Thomas G. Neitzke and Barbara M. Neitzke, his wife

17 S. Maple St. Mt. Prospect IL  
(NO. AND STREET) (CITY) (STATE)  
herein referred to as "Mortgagors," and Mary Alice Neitzke, as Trustee  
under the Mary Alice Neitzke Declaration of Trust  
dated January 22, 1991  
6 S. Maple St. Mt. Prospect IL  
(NO. AND STREET) (CITY) (STATE)

Above Space For Recorder's Use Only

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Forty seven thousand three hundred and no/100 DOLLARS (\$ 47,300.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at Mt. Prospect, IL

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Mt. Prospect, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:  
LOT NINE (9) In Block Six (6) in Buse and Wille's Resubdivision in Mount Prospect in the West Half (1/2) of Section 12, Township 41 North, Range 11 East of the Third Principal Meridian

which, with the property hereinafter described, is referred to herein as the "premises,"

Permanent Real Estate Index Number(s): 08-12-105-009  
Address(es) of Real Estate: 17 S. Maple St., Mt. Prospect, IL 60056

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is: Thomas G. Neitzke  
This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand... and seal of Mortgagors the day and year first above written.  
Thomas G. Neitzke (Seal) Barbara M. Neitzke (Seal)  
Thomas G. Neitzke Barbara M. Neitzke

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

State of Illinois, County of COOK ss. I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Thomas G. Neitzke and Barbara M. Neitzke, his wife

personally known to me to be the same person S whose name S are \_\_\_\_\_ 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, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 7 day of February 1991  
Commission expires January 18 1992 Carolyn H Krause Notary Public

This instrument was prepared by Carolyn H. Krause, 200 E. Evergreen Ave., Mt. Prospect, IL 60056  
Mail this instrument to Carolyn H. Krause, 200 E. Evergreen Ave., Mt. Prospect, IL 60056  
(CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO. \_\_\_\_\_

Declaration of Trust - Mary Alice Neitzke Trust, attached, note identified.

3946879

KRAUSE & KRAUSE  
200 E Evergreen Ave  
Chicago, Ill 60611

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THE COVENANTS, CONDITIONS, AND PROVISIONS REFERRED TO ON PAGE 1 THE REVERSE SIDE OF THIS MORTGAGE):

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien thereof; (3) 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 the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; and (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys 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 Mortgagee, under insurance policies payable in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient and may, but need not, 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 moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

8. The Mortgagee 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, forfeiture, tax lien or title or claim thereof.

9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become 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) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee 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 Mortgagee for attorneys' 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 abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee 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 the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage 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 actual or threatened suit or proceeding which might affect the premises or the security hereof.

11. 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 overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, with or without regard to the solvency or insolvency of Mortgagors 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 Mortgagee 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 be redemption or not, as well as during any further times when Mortgagors, 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 hereby, or by any decree foreclosing this mortgage, 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; (2) the deficiency in case of a sale and deficiency.

13. 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.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This mortgage 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 and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.