

MATTESON
MATTESON, ILLINOIS

RIVER OAKS
CALUMET CITY, ILLINOIS

THIS TRUST DEED made this 24th day of June, 1991, between Michael F. Szostak

and Loretta M. Szostak, his wife, as joint tenants

of the Village of Lansing, County of Cook

and State of Illinois (hereinafter, whether one or more, and if more than one, jointly and severally, called "Mortgagor" (and LaSalle Bank Matteson, an Illinois banking corporation, doing business and having its principal office in Matteson, Illinois, as Trustee, (hereinafter called "Trustee")

WITNESSETH: WHEREAS Mortgagor is justly indebted to the legal holder(s) of the installment note hereinafter described, in the sum of Principal ***** Fifteen Thousand and No/100----- Dollars

15,000.00), which indebtedness is evidenced by Mortgagor's installment note (the identity of which is evidenced by an identification number corresponding to the identification number of this Trust Deed), of even date herewith, made payable to THE ORDER OF LaSalle Bank Matteson and upon the terms and provisions as provided therein, (hereinafter "Note") and delivered in and by which Note, Mortgagor promises to pay said indebtedness in monthly installments as provided therein, with the final installment, if not sooner paid, due and payable on June 23, 1996; and

WHEREAS, the indebtedness evidenced by the Note and all extensions and renewals thereof, in whole or in part, to the extent permitted by applicable law, all costs and disbursements, including, without limitation, reasonable attorneys' fees, incurred by Trustee and/or holder of the Note in legal proceedings to collect the debt evidenced by the Note or to realize upon any Collateral (as defined in the Note) after Default (as hereinafter defined in paragraph 9 hereof), and any and all other sums which at any time may be due or owing or required to be paid as provided in this Trust Deed or in the Note, are hereinafter called the "indebtedness secured hereby". The legal holder(s) of the Note are hereinafter, whether one or more, called "holder of the Note". The unearned portions of the FINANCE CHARGE and insurance charge(s), if any, determined as set forth in the Note are hereinafter called "Unearned Charges";

NOW, THEREFORE, Mortgagor, to secure the repayment of the indebtedness secured hereby in accordance with the covenants and agreements herein and in the Note contained, and the performance and observance of the covenants and agreements of Mortgagor as herein and in the Note contained, and also in consideration of the sum of One Dollar (\$1.00) in hand paid and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Convey and Warrant unto Trustee, its successors and assigns, the following described real estate:

Lot 166 in Pasquinelli's second addition to Lansing Green, being a subdivision of the South 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 5, Township 35 North, Range 15, East of the Third Principal Meridian, (excepting from said tract the North 100.00 feet as measured on the East line of the East 250 feet as measured on the North line thereof), according to plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on January 15, 1973 as document number 2670164, in Cook County, Illinois. *JK*

PIN: 33-05-314-018

Commonly known as: 19203 Sherman Street
Lansing, Illinois 60438

which, together with the property hereinafter described, is called the "Premises".

TOGETHER with all improvements, tenements, buildings, easements, fixtures, privileges, reservations, allowances, hereditaments and appurtenances now or hereafter thereunto belonging or pertaining; and any and all rights and interests of every name and nature now or hereafter owned by Mortgagor, forming a part of or used in connection with the real estate or the operation and convenience of the buildings and improvements located thereon, including, by way of enumeration but without limitation, all equipment owned by Mortgagor and used or useful in the operation of the real estate or improvements thereon or furnished by Mortgagor to tenants thereof; all machines, machinery, fixtures, apparatus, equipment or articles used to supply heating, gas, electricity, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration and ventilation (whether single units or centrally controlled), and all floor covering, screens, storm windows and doors, window shades, blinds, awnings, stoves, refrigerators, dishwashers, disposal units, range hoods, water heaters and blowers; in each case now or hereafter placed in, on or at the Premises, it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically enumerated,

AND TOGETHER WITH all of the rents, income, receipts, revenues, issues and profits thereof and therefrom,

AND all of the land, estate, property and rights hereinabove described and hereby conveyed and intended so to be, whether or not affixed or annexed to the real estate, are intended to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate and for the purposes hereof shall be deemed to be real estate conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the Premises unto Trustee, its successors and assigns, forever, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which rights and benefits are hereby expressly released and waived, for the purposes, uses and trusts herein set forth, together with all right to retain possession of the Premises after any default in the payment of all or any part of the indebtedness secured hereby or the breach of any covenant or agreement herein contained, or upon the occurrence of any Default (as hereinafter defined in paragraph 9 hereof).

This document was prepared by:

(Name) Joanna L. Rainey

(Address) 1701 River Oaks Drive

Calumet City, Illinois 60409

NOTE IDENTIFIER

3977239

3572239

AND IT IS FURTHER AGREED THAT...

Mortgagee shall promptly furnish to holder of the Note copies of all notices received from First Mortgagee regarding the Note.

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1. **Rescission of Premises; Lien; Mortgagee's Lien** Mortgagee shall keep the Premises in good condition and repair, without waste, (b) promptly repair, replace or rebuild all buildings, improvements or other structures on the Premises which may become damaged or destroyed, (c) complete, repair or rebuild all buildings, improvements or other structures on the Premises which may become damaged or destroyed, (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 water, sewer, fire, gas, electric, telephone, or other utility companies, and from all other liens, charges, claims or encumbrances, except for the liens of this Trust Deed; (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.

2. **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.

3. **Taxes** Mortgagee 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 party attaches Mortgagee shall promptly furnish to holder of the Note all notices of amounts due under this paragraph, and upon request, Mortgagee shall deliver to holder of the Note receipts evidencing such payments. To prevent default hereunder, Mortgagee shall pay in full under protest, in the manner provided by law, any Taxes that Mortgagee may desire to contest.

4. **Insurance** At all times, Mortgagee shall keep all buildings and improvements now existing or hereafter erected on the Premises insured in the greater of the amount of fifty percent (50%) 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 where holder of the Note is required by law to have its collateral 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 Mortgagee, subject to holder of the Note's right to ratify, for reasonable cause, to accept any insurer offering such insurance may be chosen by Mortgagee. 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, and 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 ten (10) days prior to the respective dates of expiration.

5. **Loss or Damage** Mortgagee 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, Mortgagee consents 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 or damage, 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 Mortgagee 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.

6. **Holder's Performance of Mortgagee's Obligations** It is the obligation of Mortgagee 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 proceeding involving a bankruptcy, reorganization or liquidation of Mortgagee, or if any proceeding is commenced which materially affects the interest of Trustee or holder of the Note in the Premises, to make full or partial payments of principal or interest on prior and subordinate encumbrances, if any, and may, but shall not be required to, make full or partial payments of principal or interest on or after the date of the Note, and may, but shall not be required to, have in any form required of Mortgagee in any form and manner deemed expedient, to Trustee or holder of the Note, and may, but shall not be required to, compromise or settle any lien, encumbrance, suit, title or claim thereof, or redemption 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 Mortgagee, in making any payment to Trustee or holder of the Note or in this Trust Deed. Mortgagee shall be sole judge of the legality and validity thereof, and of the amount necessary to be paid in satisfaction thereof.

7. **Condemnation** If the Premises, or any part thereof, shall be taken by condemnation, eminent domain or other taking, or by agreement between Mortgagee, 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 condemnations and receive all compensation which may be paid for any property so taken or for damages to any property not taken and all condemnations any excess over the amount 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 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 paid to Mortgagee. 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.

8. **Default** The occurrence of any of the following shall constitute a "Default" hereunder: (a) any failure to pay any amount owing on the Note in accordance with the terms thereof or any other obligation as defined in the Note when due; (b) a proceeding being instituted to enforce any lien, claim, charge or encumbrance upon the Premises; (c) if a proceeding of bankruptcy, reorganization or liquidation of Mortgagee is filed by or against Mortgagee, or any of them, or if Mortgagee, 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 Mortgagee abandons the Premises; (f) if any state, territory, representation, covenant or warranty of Mortgagee herein or in any other writing furnished by Mortgagee 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 13 hereof shall occur; or (h) any failure to timely perform or observe any other covenant or agreement of Mortgagee 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 has occurred, at its option, without notice or demand to Mortgagee or any party claiming under Mortgagee, and without impairing the lien created hereby or the priority of said lien or any right of Trustee or holder of the Note, immediately due and payable and apply toward the payment of all unpaid indebtedness secured hereby, less Unearned Charges, immediately due and payable and apply toward the payment of all unpaid indebtedness secured hereby, less Unearned Charges, shall mean and include not only Mortgagee, but also any beneficiary of a trust mortgage and each person who, as guarantor, co-maker or otherwise, shall be or become liable for or obligated upon any part of the indebtedness secured hereby. 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, in 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 for court costs, attorney's fees, trustee's fees, appraiser's fees, expenses for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of foreclosure) or other costs, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holder of the Note may deem necessary either to prosecute such suit or to evidence to bidders as any sale which may be had pursuant to such decree, the true condition of the title to or the value of the Premises. To the extent permitted by applicable law, all expenditures and expenses of the nature of the nature mentioned shall become so much additional indebtedness secured hereby and immediately due and payable by Mortgagee.

9. **Proceeds of Foreclosure Sale** The proceeds of any foreclosure sale of the Premises shall be distributed and applied 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 mentioned in paragraph 13 hereof, under the terms hereof, second, to the satisfaction of any indebtedness secured hereby, less Unearned Charges, secured by this Note, and third, to the satisfaction of all other indebtedness secured hereby and immediately due and payable by Mortgagee. The proceeds of any foreclosure sale of the Premises shall be distributed and applied 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 mentioned in paragraph 13 hereof, under the terms hereof, second, to the satisfaction of any indebtedness secured hereby, less Unearned Charges, secured by this Note, and third, to the satisfaction of all other indebtedness secured hereby and immediately due and payable by Mortgagee.

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, in 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 for court costs, attorney's fees, trustee's fees, appraiser's fees, expenses for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of foreclosure) or other costs, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holder of the Note may deem necessary either to prosecute such suit or to evidence to bidders as any sale which may be had pursuant to such decree, the true condition of the title to or the value of the Premises. To the extent permitted by applicable law, all expenditures and expenses of the nature of the nature mentioned shall become so much additional indebtedness secured hereby and immediately due and payable by Mortgagee.

11. **Proceeds of Foreclosure Sale** The proceeds of any foreclosure sale of the Premises shall be distributed and applied 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 mentioned in paragraph 13 hereof, under the terms hereof, second, to the satisfaction of any indebtedness secured hereby, less Unearned Charges, secured by this Note, and third, to the satisfaction of all other indebtedness secured hereby and immediately due and payable by Mortgagee. The proceeds of any foreclosure sale of the Premises shall be distributed and applied 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 mentioned in paragraph 13 hereof, under the terms hereof, second, to the satisfaction of any indebtedness secured hereby, less Unearned Charges, secured by this Note, and third, to the satisfaction of all other indebtedness secured hereby and immediately due and payable by Mortgagee.

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 RIVERBANK
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 ALANET.COM

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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.

Michael F. Szostak
Michael F. Szostak

Loretta M. Szostak
Loretta M. Szostak

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 Michael F. Szostak and Loretta M. Szostak
his wife, as joint tenants

who personally known to me to be the same person as whose name is 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 Notarial Seal this 21st day of June, 19 91

Joanne L. Reinsig
Notary Public



My Commission Expires: _____

IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY LASALLE BANK MATTESON, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification Number _____

LaSalle Bank Matteson, Trustee.

By: _____
Assistant Trust Officer
Assistant Secretary
Assistant Vice President

MAIL TO:

LaSalle Bank Matteson

1701 River Oaks Drive

Calumet City, Illinois 60409

Place in Recorder's Office

Box Number _____

For Recorder's index purposes, insert street address of above described Premises here.

19203 Sherman Street

Lansing, Illinois 60438

3977239

UNOFFICIAL COPY

26. Governing Law. The loan secured hereunder, including matters of validity, performance, construction and enforcement shall be governed and controlled by the laws of the State of Illinois.

25. After-Acquired Consumer Goods. To the extent that any property constituting a part of the Premises are consumer goods, notwithstanding anything contained in this Trust Deed or in the Note to the contrary, Trustee or holder of the Note shall not have a lien or security interest in after-acquired consumer goods of Mortgagee other than accessories, unless Mortgagee acquires rights in said consumer goods within ten (10) days after Trustee or holder of the Note has been notified in writing that the mortgagor has acquired such consumer goods. If the mortgagor acquires such consumer goods within ten (10) days after Trustee or holder of the Note has been notified in writing that the mortgagor has acquired such consumer goods, the mortgagor shall be deemed to have acquired such consumer goods within ten (10) days after Trustee or holder of the Note has been notified in writing that the mortgagor has acquired such consumer goods. If the mortgagor acquires such consumer goods, the mortgagor shall be deemed to have acquired such consumer goods within ten (10) days after Trustee or holder of the Note has been notified in writing that the mortgagor has acquired such consumer goods. If the mortgagor acquires such consumer goods, the mortgagor shall be deemed to have acquired such consumer goods within ten (10) days after Trustee or holder of the Note has been notified in writing that the mortgagor has acquired such consumer goods.
24. Joint and Several Liability. The word "Mortgagor" shall include all such persons and all persons liable for the payment of the indebtedness secured hereby or any part thereof, and all such persons shall be jointly and severally liable hereon, and any notice from Trustee or holder of the Note to Mortgagee may be given to all Mortgagees in case of any one or more Mortgagees selected by Trustee or holder of the Note. Notwithstanding anything to the contrary herein contained, no Mortgagee is obligated to pay any indebtedness described herein unless the Mortgagee has signed the Note.
23. Captions and Pronouns. The captions and headings of the paragraphs of this Trust Deed are for convenience only and are not to be used to interpret or define the provisions hereof. Wherever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable. The word "Note" shall be construed to mean "Notes" when more than one note is used.
22. Successors and Assigns. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagee and any and all persons claiming by, through or under Mortgagee, the same as if they were in every case named and expressed, and shall inure to the benefit of Trustee, its successors and assigns, and to holder of the Note. Each from time to time holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce all and every of the terms and provisions hereof, as fully and to the same extent and with the same effect as if such from time to time holder of the Note were herein by name specifically granted such rights, privileges, powers, options and benefits.
21. Assignment of Trustee. Trustee may, at any time, resign or discharge itself of and from the trust hereby created by instrument in writing filed in the office of the Recorder or Registrar of Titles of the county in which this Trust Deed 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, its successors and assigns, shall extend to and be binding upon Mortgagee and any and all persons claiming by, through or under Mortgagee, the same as if they were in every case named and expressed, and shall inure to the benefit of Trustee, its successors and assigns, and to holder of the Note. Each from time to time holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce all and every of the terms and provisions hereof, as fully and to the same extent and with the same effect as if such from time to time holder of the Note were herein by name specifically granted such rights, privileges, powers, options and benefits.
20. Waiver of Liability. Neither Trustee, nor any of its agents or attorneys, nor holder of the Note, shall (a) have any 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 signatory, or (b) be personally liable for any acts or omissions hereunder, or (c) in case of their own gross negligence or willful misconduct or that of their agents, attorneys or employees or Trustees or holders of the Note, or to the extent permitted by applicable law, they may require indemnification satisfactory to them before exercising any power herein given.
19. Release of Trust Deed. Trustee shall release this Trust Deed and the lien thereon upon presentation of satisfactory evidence that all indebtedness secured hereby has been fully paid and all covenants and agreements herein made by Mortgagee have been performed. The provisions of the Trust Deed and Trustee Act of the State of Illinois as amended from time to time shall be applicable to this Trust Deed. Trustee may execute and deliver such release to, and at the request of, any person who shall, prior to or after maturity thereof, produce and exhibit to Trustee this Trust Deed and the Note which bears the identification number of this Trust Deed and purports to be executed by the person(s) designated in this Trust Deed as the maker thereof, both representing that all indebtedness secured hereby 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 Note described herein any note which bears an identification number purporting to be placed thereon by a prior Trustee hereunder or which conforms in substance with the description herein contained of the Note and which purports to be executed by the person(s) designated in this Trust Deed as the maker thereof. Where the release is requested of Trustee and it has never placed its identification number on the Note, it may accept as the Note 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 by the maker thereof.
18. Rights and Remedies Cumulative. To the extent permitted by applicable law, all rights and remedies herein conferred upon Trustee or holder of the Note are distinct and cumulative to any other rights and remedies under this Trust Deed or afforded by law or equity, and may be exercised concurrently, independently or successively. Every right or remedy may be exercised from time to time and as often as other or further exercise thereof or in the exercise of any other right or remedy.
17. Forbearance by Trustee or Holder of Note. Any delay or omission by Trustee or holder of the Note in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not constitute a waiver of, impair or preclude the exercise of any such right or remedy. No waiver by Trustee or holder of the Note of performance or any covenant or agreement contained herein or in the Note contained thereafter in any manner shall affect the right of Trustee or holder of the Note to require or enforce performance of the same or any other of said covenants or agreements, and no single or partial exercise by Trustee or holder of the Note of any right or remedy hereunder shall preclude other or further exercise thereof.
16. Waiver of Defense. No action for the enforcement of the Note or any provision hereof shall be subject to any defense which would not be good and available to the party interposing the same in a action at law upon the Note.
15. Assignment of Rights. As additional security hereunder, Mortgagee hereby assigns and transfers to holder of the Note all leases of the Premises, or any part thereof, together with all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease or agreement, whether written or verbal, it being the intention hereby to establish an absolute transfer and assignment of all the said leases and agreements, and all the rents, issues and profits arising therefrom or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases and agreements, written or verbal, provided, however, holder of the Note shall not exercise any of the rights and powers conferred upon Trustee nor holder of the Note until and unless one or more of the Defaults set forth in paragraph 8 hereof shall have occurred. Neither Trustee nor holder of the Note shall be obligated to perform or discharge any obligation, duty or liability of Trustee under any lease of the Premises.
14. Title in Mortgagee's Successors. If the ownership of the Premises becomes vested in a person other than Mortgagee, Trustee or holder of the Note, without notice to Mortgagee, may deal with such successor in interest with reference to this Trust Deed and the indebtedness secured hereby in the same manner as with Mortgagee, and may forbear to sue or forbear to sue or forbear to sue or forbear to sue on the indebtedness secured hereby, without discharging or in any way affecting the liability of Mortgagee hereunder or upon the indebtedness secured hereby.
13. Restrictions on Foreclosure. It shall be an immediate Default hereunder if, without the prior written consent of holder of the Note, any of the following shall occur: (a) if Mortgagee shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of all or any part of the Premises; (b) if Mortgagee is a trustee, then if any beneficiary of Mortgagee shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of such beneficiary's beneficial interest in Mortgagee; (c) if Mortgagee is a corporation, or if a corporation is a beneficiary of a trust mortgage, then if any shareholder of such corporation shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any such shareholder's shares in such corporation, and such sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation whose stock is publicly traded on a national securities exchange, or on the "Over-the-Counter" market, then this subclause (c) shall be inapplicable as to all shareholders holding or owning less than five percent (5%) of all classes of the outstanding shares of such corporation; or (d) if Mortgagee is a partnership or joint venture, or if any beneficiary of a trust mortgage is a partnership or joint venture, then if any partner or joint venturer in such partnership or joint venture shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any part of the partnership or joint venture. Provided, however, any part of the partnership interest or joint venture interest, as the case may be, of such partner or joint venturer, provided, however, that the foregoing provision of this paragraph 13 shall not apply to the liens of this Trust Deed, the first Mortgagee in existence on the date hereof and current real estate taxes not yet due and payable.
12. Foreclosure. Upon, or at any time after the commencement of any foreclosure proceeding hereunder, the court in which such suit is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice to Mortgagee or any party claiming under Mortgagee, without requiring bond, without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and without regard to the then value of the Premises or the occupancy thereof as a homestead. Trustee or holder of the Note may be appointed as such receiver. Such receiver shall have power to manage, rent, and collect the rents, issues and profits of the Premises, due and to become due, during the pendency of such foreclosure suit and during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagee, 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 case 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 from the Premises in his hands in payment in whole or in part of (a) the indebtedness secured hereby or the indebtedness secured by any decree foreclosing this Trust Deed, or any tax, special assessment or other liens which may be or become superior to the lien hereof or such decree, provided such application is made prior to the foreclosure sale; or (b) the deficiency in case of a sale and deficiency.
Change; and, fourth, any surplus to Mortgagee, its heirs, legal representatives, successors or assigns, as their rights may appear. To the extent permitted by applicable law, in case of payment of said indebtedness after the preparation or filing of any suit, and prior to the entry of any judgment or decree, a reasonable sum for legal services rendered to the time of such payment shall be allowed, which, together with any sum paid for continuation of evidence of title, court costs, stenographers' charges, and expenses of such proceedings shall be additional indebtedness secured hereby.