

UNOFFICIAL COPY

THIS INSTRUMENT, made August 22 1973 between the undersigned and delivered to said Bank in pursuance of a Trust Agreement dated 7/11/68 and known as trust number 44426 herein referred to as "First Party," and HOWARD I. BASS 22 767 967

an Illinois corporation herein referred to as TRUSTEE, witnesseth THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the PRINCIPAL SUM OF ONE HUNDRED SEVENTY-SIX THOUSAND AND NO/100 (\$176,000.00) DOLLARS made payable to ~~XXXXXX~~ UNITY SAVINGS ASSOCIATION, and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of ten per cent per annum in installments as follows Interest payable monthly on outstanding loan balances XXXXX except that the final payment of principal and interest, if not sooner paid, shall be due XXX 30 months XXX after date XX All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal, provided that the principal of each installment unless paid when due shall bear interest at the rate of 11.68 per cent per annum and interest being made payable at such banking house or trust company in Chicago

Illinois, 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 UNITY SAVINGS ASSOCIATION, 4242 North XXXXX Harlem, Chicago, Illinois NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof a hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

As described on Exhibit "A" attached hereto and hereby incorporated by reference.

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 First Party, its successors or assigns, may be entitled thereto (which are pledged primarily and on a party with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter in, on 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, indoor beds, swings, 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 First Party or its successors or assigns shall be considered as constituting part of the real estate

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (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 Trustee or to holders of the note; (4) complete within a reasonable time any building on said premises 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; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty, including all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacement or repairing the same or to pay in full the indebtedness secured hereby all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy and to cover all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior mortgages, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, 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 Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum in lieu of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessment, 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 thereon.

3. 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, 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) 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.

4. 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 all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) or 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 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 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, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced; or (c) preparations for the defense of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to First Party, its legal representatives or assigns, as their rights may appear.

5. 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, 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 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 hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

LATER DATE

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12.00

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7. 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.

8. 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 herein given 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 misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may 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 on 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.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

11. As used herein the word "mortgage" shall mean this Trust Deed, "Mortgagor" shall mean First Party and "Mortgagee" shall mean UNITY SAVINGS ASSOCIATION. IF HOWARD I. BASS should be unwilling or unable to act, then MITCHELL H. BASS shall be successor trustee hereunder with all powers as if he had been original named trustee hereunder.

12. The provisions of a Rider, attached hereto as Exhibit "B" and executed by Mortgagor, are hereby incorporated by reference.

THIS TRUST DEED is executed by the La Salle National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said La Salle National Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said La Salle National Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, 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 that so far as the First Party and its successors and said La Salle National Bank personally are concerned, the legal holder or holders of said note and the owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, LA SALLE NATIONAL BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

LA SALLE NATIONAL BANK, Trustee as aforesaid and not personally,
 By *[Signature]* ASSISTANT VICE-PRESIDENT
 ATTEST *[Signature]* ASSISTANT SECRETARY
 Linda M. Zurek
 a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that
 JAMES A. CLARK
 Assistant Vice President of the LA SALLE NATIONAL BANK, and

[Signature] Assistant Secretary
 KENNETH MARKS
 Assistant Secretary
 of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President, and Assistant Secretary, 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 Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument, as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this
 18th
 day of September, 1973
[Signature]
 Notary Public
 My Commission Expires July 23, 1974

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. No

COOK COUNTY, ILLINOIS
 FILED FOR RECORD
 SEP 26 '73 11 05 AM
 *22441501

Box 536
 TRUST DEED
 LaSalle National Bank
 as Trustee TO Trustee
 COOK COUNTY, ILLINOIS
 FILED FOR RECORD
 Jul 11 '74 10 58 AM
 THE ABOVE SPACE FOR RECORDERS USE ONLY
 LaSalle National Bank
 135 South La Salle Street
 CHICAGO
 FOMH 8048 CP
 *22767967

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EXHIBIT "A"

Block	Lots
51	26 - 36, both inclusive, 38
52	1 - 6, both inclusive 8 - 14, both inclusive, 25 29 - 38, both inclusive
53	3, 5, 6, 7, 9, 11, 12, 14, 22, 25 - 38, both inclusive
54	1, 3 - 14, both inclusive, 21, 22, 28, 31
55	2, 15, 16, 17, 19, 20, 21
56	1 - 16, both inclusive
58	1 - 6, both inclusive
59	1, 2, 3, 4, 6, 7, 8
60	12 - 15, both inclusive
61	1, 19, both inclusive 22, 28, both inclusive SOUTH 7, 14 P. 29
62	21 - 31, both inclusive

All in Percy Wilson's Keystone addition to Arterial Hill, a Sub-division of the South Half of the Northwest Quarter of Section 16, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

A N D

Block	Lots
66	1 - 30, both inclusive
67	1 - 22, both inclusive
68	1 - 38, both inclusive
69	1 - 38, both inclusive
70	1 - 29, both inclusive
71	1, North 1/2 of 2, 3, 4
72	All
73	1 - 4, both inclusive
74	1 - 8, both inclusive, 11 - 13, both inclusive
75	1 - 11, both inclusive
76	1 - 14, both inclusive
78	1 - 38, both inclusive

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Property of Cook County Clerk's Office

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Block	Lots
79	1 - 10, both inclusive 12 - 28, both inclusive 30 - 38, both inclusive
80	1 - 9, both inclusive
81	1 - 14, both inclusive

All in Percy Wilson's Eastgate Addition to Arterial Hill, a Sub-division of the South Half of the Northwest Quarter of Section 16, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois..

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RIDER ATTACHED AS
EXHIBIT "B"

13. Mortgagor (on its own behalf, on behalf of the trust estate created by said trust agreement, on behalf of all persons beneficially interested in said trust estate, and on behalf of each and every person, except decree and judgment creditors of Mortgagor in its representative capacity and of said trust estate acquiring any interest in or title to the premises subsequent to the date hereof) HEREBY WAIVES ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE. Mortgagor represents that it is authorized and empowered by said trust agreement or by the person having a power of direction over Mortgagor to make the waiver contained in this paragraph.

14. Mortgagor shall have the right from time to time to obtain releases from the lien hereof upon payment as follows:

Note: All releases from the mortgage securing this loan are subject to the provisions of subparagraph (g) below.

(a) Single Family Area (Area "A") in Blocks 51, 52, 53, 54, 55 (W 1/2), 60 (W 1/2), 61 and 62 (E 1/2) in Percy Wilson's Keystone Addition of Arterial Hill, being a subdivision of the South Half of the Northwest Quarter of Section 16, Township 35 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, considered as follows. GLENGATE represents that the lots herein described have between 42 and 60 feet of frontage on road or street.

(i) All lots in this Area A, lots to be determined with reference to the Planned Unit Development plat to be prepared, except 40 lots on Wallace Avenue, as defined below, six model lots to be chosen by GLENGATE and nine lots not presently owned by La Salle National Bank Trust No. 44426 and not planned for purchase, for a total of 44 lots:

Debt Repayment Amount	\$1,000 per lot
Release Fee Amount	500 per lot
	\$1,500

(ii) 40 lots along Wallace Avenue in the above defined Area A; that is, 40 lots according to the Planned Unit Development plat to be prepared, along the East Half of Blocks 53 and 62 and the West Half of Blocks 54 and 61.

No debt repayment amount or release fee amount. Two lots from this group will be released upon payment of all debt and release fee amounts for one lot in the rest of Area A, as defined in subparagraph (i) above.

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(b) Quadrominium Area (Area "B") in Block 55 (E 1/2), 56, 58, 59 and 60 (E 1/2), a total of 57 building sites, except for three model sites to be chosen by GLENGATE, for a total of 54 building sites:

Debt Repayment Amount	\$1,250 per site
Release Fee Amount	750 per site
	\$2,000

Note: "Site" and "Building Site" are defined in paragraph 15 below.

(c) Townhouse Area (Area "C") in Blocks 66, 67, 68, 69, 70 and 71, in Percy Wilson's Eastgate Addition to Arterial Hill, being a Subdivision of the South Half of the Northwest Quarter of Section 16, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, considered as follows:

(i) The first 33 building sites out of a total of 66, to be determined with reference to a Planned Unit Development plat to be prepared:

Debt Repayment Amount	\$2,000 per site
Release Fee Amount	775 per site
	\$2,775

(ii) The remaining 33 building sites to be released according to the plan of subparagraph (f) below.

(d) Condominium Area (Area "D") in Blocks 72, 73, 78, 79, 80 and 81, for a total of 17 building sites:

To be released according to the plan of subparagraph (f) below.

(e) Apartment Area (Area "E") in Blocks 74, 75 and 76, for a total of eight building sites:

To be released according to the plan of subparagraph (f) below.

(f) The second 33 townhouse building sites (paragraph (c)(i) above), the 17 condominium area building sites (paragraph (d) above), and the eight apartment area building sites (paragraph (e) above) will be released as follows:

Upon the bona fide sale of one of these building sites to a third party purchaser, the site so sold shall be released upon the payment of 6% of the sales price to UNITY.

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(g) There will be no releases from the lien of the mortgage securing this \$176,000 loan for any lot or building site until there are payments made to UNITY on the \$525,000 loan and on the \$75,000 loan sufficient to obtain releases of those loans for that lot or building site. In the event any other Additional Loan has been opened, debt repayment amounts and release fee amounts for those loans must be received prior to or simultaneously with the obtaining of a release from this \$176,000 loan for any lot or building site.

15. As used throughout this Agreement, a "site" or "building site" is to be determined by reference to the Planned Unit Development plat to be prepared and refers to the land actually occupied or to be occupied by the building as actual construction or that plat places it.

16. This Mortgage also secures the performance by Mortgagor and its beneficiaries of a certain loan agreement of even date herewith executed by the Mortgagor's beneficiaries and the Mortgagee, covering the loan on the mortgaged premises. Said loan agreement requires the payment of release fees in addition to the principal and interest evidenced by the note and this Mortgage.

17. Proceeds of the loan are to be used for the following purposes.

(a) \$4,400 for the service fee on this \$176,000 loan.

(b) \$52,200 as and for an interest reserve on loans made by UNITY to GLENGATE, as follows:

(i) A reserve for interest on the \$525,000 loan of \$30,000.

(ii) Reserve for interest on the \$75,000 loan of \$5,000.

(iii) A reserve for interest on this \$176,000 loan of \$10,200.

(c) \$22,000 for 1972 real estate taxes.

(d) Payment of interest on the \$525,000 loan in the amount of \$7,000.

(e) \$97,400 to be used for the following purposes, in the following approximate amounts. These amounts are tentative only. GLENGATE represents that these are reasonable estimates of the items referred to, but it is understood that the estimates may vary by some reasonable amount. GLENGATE may use this \$97,400 for only the purposes here listed but may redistribute the amounts spent on each of the following categories by some reasonable amount according to its needs:

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(i) Building permits, relating to new construction in the project	\$15,400
(ii) A reserve for fees for opening construction loans from lenders other than UNITY	27,000
(iii) Advertising, relating to new construction in the project	20,000
(iv) Architect's fees for new construction, legal and appraisal fees	15,000
(v) Model area: \$5,000 for landscaping, signs, etc. and \$15,000 for interest payments, utilities, etc. (a reserve)	20,000

18. Mortgagor may cure any default arising hereunder resulting from the filing of a suit, notice or claim for a mechanic's lien by delivering to Mortgagee within 20 days of the date of the notice or filing either (a) a commitment for title insurance insulating the lien hereof as being superior to the asserted mechanic's lien, or (b) a surety bond from a surety acceptable to Mortgagee in one and one-half times the amount claimed guaranteeing payment or discharge of said lien.

19. Prior to exercising any remedies of default with respect to this loan, Mortgagee will deliver a notice to GLENGATE of such default, and GLENGATE shall have 120 days thereafter to cure said default. If GLENGATE has not cured said default within said 120 day period, then UNITY may proceed to enforce all default provisions hereof.

At any time that UNITY has the right to declare a default hereunder or under the Note executed herewith, then all unpaid release fees shall immediately become due and payable and be so much additional debt secured by this Mortgage.

20. This Mortgage is executed by LA SALLE NATIONAL BANK, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL BANK hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on said Mortgagor or on said LA SALLE NATIONAL BANK personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagor and its successors and said LA SALLE NATIONAL BANK personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantors, if any.

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IN WITNESS WHEREOF, LA SALLE NATIONAL BANK, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its *Asst. Vice* President and its corporate seal to be hereunto affixed and attested by its *Asst.* Secretary, the day and year first above written.

LA SALLE NATIONAL BANK, As Trustee
As Aforesaid and Not Personally

By *[Signature]*
its *Asst. Vice* President



[Signature]
Secretary

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, *Linda M. Zurek*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that *JAMES A. CLARK*, *Asst. Vice* President of LA SALLE NATIONAL BANK, and *RENETH MARKS*, *Asst.* Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such *Asst. Vice* President and *Asst.* Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act of said Bank, as trustee as aforesaid, for the uses and purposes therein set forth; and said *Asst.* Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this *15th* day of *September*, 1973.



Commission Expires: *July 28, 1974*

Linda M. Zurek
Notary Public

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END OF RECORDED DOCUMENT