

UNOFFICIAL COPY

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 report the trust deed or to exercise any power herein given unless expressly obligated by 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 indemnification 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 of 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.

THIS TRUST DEED is executed by THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, 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 THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS 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 the said First Party or on said THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS personally to pay the said note or any interest due 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 First Party and the guarantors and said THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS personally are concerned, the legal holder or holders of said note and the amount or amounts 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, THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, 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 Trust Officer, the day and year first above written.

THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS As Trustee as aforesaid and not personally.

By *[Signature]*
Assistant Vice President

A. D. Kraus
Notary Public, in and for said County, in the State aforesaid.

STATE OF ILLINOIS
COUNTY OF COOK

S.A. Perry
Senior

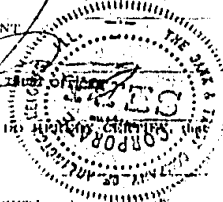
Assistant Vice President of THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, and

Richard M. Jung

Senior Vice President, and Assistant Trust Officer, respectively, appeared before me this 17th day of November, 1975, 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 Trust Officer, the said Trust Officer, and the said Richard M. Jung, 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, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 17th day of November 1975

[Signature]
Notary Public
Arlington Heights, Illinois



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 Instrument Note mentioned in the within Trust Deed has been identified herewith under identification No. 605825
CILCNO TITLE AND TRUST COMPANY AS Trustee

ILLINOIS
RECORD

Box 19

TRUST DEED

Nov 24 12 53 PM '75

THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS

Trustee

THE ABOVE SPACE FOR RECORDERS USE ONLY

23723837

THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS

900 East Kensington Road
ARLINGTON HEIGHTS, ILLINOIS 60004

END OF RECORDED DOCUMENT