

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 in respect of that trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor shall Trustee 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 notarized satisfaction in writing before exercising any power.

9. Trustee shall release that trust deed and the land thereto by giving 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 for and at the request of any person who shall, either before or after the date of this instrument, file with the recorder of the county where the premises are located, a certificate stating that all indebtedness hereby secured has been paid, which representation Trustee may make in good faith and in the belief that such indebtedness has been paid in full. Such certificate may be accepted as the general note or as a separate instrument, and the party holding the same may record it, and may then pay over to the party holding the same the amount of the principal and interest due thereon, less the amount of the premium if any, and may then execute a certificate on any instrument identifying same as the note described herein, if it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the descriptions herein contained.

10. Trustee may record any instrument or written notice in the office of the Recorder or Register 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 like, 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. That in the event the ownership of said property or any part thereof becomes vested in a person other than the First Party, the Trustee may, without notice to the First Party, deal with such successor or successor-in-interest with respect to the property in the same manner as with the First Party, and may forfeit to or save or extend time for payment of the debt secured hereby without discharging or in any way affecting the liability of the First Party.

12. If the First Party is a corporation it hereby waives and has all rights of redemption from under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment of creditors of such First Party, acquiring any interest in or title to the premises subsequent to the date of the trust deed.

13. Funds for Taxes and Insurance. Subject to applicable law the First Party shall pay to Trustee on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum equal to 1/12th of the yearly taxes and assessments, plus 1/12th of yearly premiums instruments for hazard insurance, all as reasonably estimated initially and from time to time by Trustee on the basis of assessments and bills and reasonable estimates.

14. The First Party shall not permit assignment, pledge, or transfer of the beneficial interest or conveyance of the real estate in Trust Note.

20345

Without the prior written consent of Trustee

~~COOK COUNTY ILLINOIS~~
~~STREET ADDRESS RECORDS~~

Wiley & Putnam
ORDER OF DEEDS

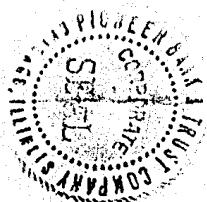
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IN WITNESS WHEREOF, FROM THE BORG & TRUST COMPANY, not personally but as Trustee as aforesaid, has caused to be present and signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year last above written.

~~MONTEH BANK & TRUST COMPANY~~

By George L. Herkimer Vice President
ATTEST George L. Herkimer Assistant Secretary 20

The Installment Note mentioned in the
within Trust Deed has been identified here-
with under Identification No. 2071



STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County of Los Angeles, do hereby certify that the above named Vice President and Assistant Secretary of THE PRIMERO BANK & TRUST COMPANY, first party, personally known to me, on the 1st day of January, 1979, whose names are subscribed to the foregoing instrument, are, respectively, the Vice President and Assistant Secretary, respectively, appeared before me on this day, and I, the undersigned Notary Public, do hereby witness and acknowledge that the foregoing instrument was executed by them, the free and voluntary act and deed of Corporation for the above purposes, and that they, the Vice President and the Assistant Secretary, and there acknowledged before me, the Assistant Secretary, as custodian of the corporate seal of said Corporation, caused to be affixed thereto, the corporate seal of said Corporation to be affixed by said Assistant Secretary's own free and voluntary act and the free and voluntary act of said Corporation for the above purposes, and that they, the Vice President and the Assistant Secretary, respectively, are the persons intended to be represented by the signatures appearing on the foregoing instrument.

Given under my hand and Notarial Seal this 1st day of December, 1923.

Wilfredis Perry
Notary Public

DELIVERY

Name Pioneer Bank & Trust Company
Street 4000 W. North Avenue
City Chicago, Ill. 60639 OR
L
Instructions

**For Information Only
Insert Street Address of Above
Described Property Here**

This Instrument Prepared By: CARMELA PESOLE

END OF RECORDED DOCUMENT