## UNOFFICIAL COPY

THIS INDENTURE, Made April 28 1977, between The Bank & Trust Company of Arington Heights, an Illinois Corporation not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated October 27, 1976 and known as trust number 1298 herein referred to as "First Party," and an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHY 62.5 First Party has concurrently herewith executed as in the purpose of the provision herein referred to as TRUSTEE, witnesseth: 

ton to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured lineation of Trustee or holders of the note shall never be considered as a warver 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 assessments, may be account of the provisions of this paragraph.

3. All the option of the holders of the note and without notice to brist Party, its successors or assigns, all unpaid indebtedness secured that it is not to the contrary, become due and noyable to monedately limits trust deed shall, individually anything in the note or in this trust deed to the contrary, become due and noyable to immediately limits trust deed shall, individually anything in the note or in this trust deed to the contrary, become due and noyable to immediately limits trust deed shall, individually anything in the note or in this trust deed to the contrary, become due and noyable to immediately limits trust deed shall, individually anything in the note or in this trust deed to the contrary, become due and noyable to immediately limits to successors or assigns to do any time after the expiration of said three day beried.

3. All the option to be exercised at any time after the expiration of said three day beried.

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| 7. Trustee or the holders of the mitted for that purpose. 8. Trustee has no duty to exa  | e note shall have the right to   | inspect the premises at all reasonce or condition of the premise   | nable times and access t   | hereto shall be per-<br>obligated to record   |
|--|--|--|--|---|
| B. Trustee has no duty to ex-<br>this trust decd or to exercise any p<br>under, except in case of its own<br>nities satisfactory to it before exer-<br>B. Trustee shall release this tr<br>debtedness secured by this trust of   | ower herein given unless express<br>gross negligence or misconduct<br>cising any power herein given.<br>ust deed and the lien thereof<br>eed has been fully paid; and T  | by proper instrument upon present. It by proper instrument upon preservate and deliver   | pyces of Trustee, and it is<br>sentation of satisfactory e<br>a release hereof to an   | or omissions here-<br>nay require indem-<br>evidence that all in-<br>l at the request of                                |
| nites satisfactory to it before exer- 9. Trustee shall release this ir  achtedness secured by this trust of  anothedness secured by this trust of  anothedness secured by this trust of  trustee, such successor trustee may  ing to be executed by a prior truste  purports to be executed on behalf of  itidate on any instrument identifyin  may be anothed the property  on each of Firet Party.   | Ich representation Trustee may<br>except as the genuine note is<br>the hereunder of which conforms<br>frist Party; and where the reli<br>as same as the note described is  | accept as true without inquiry,<br>in substance with the descriptions in substance with the descriptions is requested of the original<br>herein, it may accept as the ger                                    | Where a release is required bears a certificate of ide on herein contained of the trustee and it has never in the contained of the certification of the cert | ested of a successor<br>entification purport-<br>he note and which<br>eer executed a cer-<br>sed any note which         |
| may be presented and which confe<br>on behalf of First Party.  10. Trustee may resign by instr-<br>tion of the present of the con-<br>which the premises are situated in<br>authority as are herein given Trust<br>hereunder.  | rms in substance with the descriment in writing filed in the of the resignation, mability rull be Successor in Trust. Any see, and any Trustee or success  | cription herein contained of the<br>Mice of the Recorder or Registr<br>or refusal to act of Trustee, the<br>Successor in Trust hereunder<br>or shall be entitled to reason                                   | e note and which purpo<br>ar of Titles in which the<br>then Recorder of Deed<br>shall have the identical<br>able compensation for  | irts to be executed is instrument shall is of the county in title, powers and all acts performed                        |
| hereunder.   | A  | este lan   |  |   |
|  |  | L 15 PM 2 10   |  |   |
| 0,   | JJL*1. ≯*)   | 17 403495 • 24   |  | rec 10.1  |
| THIS TRUST D' (D i executed by exercise of the pow.r a a c ity com hereby warrants that it pos r es full por note contained shall be can true as recommended by the contained shall be can true as recomming the herein contained, all such substituted, and that so far as the Fi 4 Fe as the legal holder or holders of wait me as payment thereof, by the enforcement of the NETHERS WHEREOF, TIDE J' presents to be skired by its AsyGGO V shows witten. | THE BANK & TRUST COMPANY erred upon and vested in it as such wer and authority to execute this in ting any liability on the said First terest that may accrue thereon, or , if any, being expressly waived by                                | OF ARLINGTON HEIGHTS, not<br>Trustee (and said THE BANK & 1<br>strument), and it is expressly under<br>Party or on said THE BANK & 1<br>any indebtedness accruing hereund<br>Trustee and by every person now | personally but as Trustee<br>FRUST COMPANY OF ARI<br>Stood and agreed that noth<br>FRUST COMPANY OF AR<br>F. or to perform any coven<br>or hereafter claiming any r  | ns aforesaid in the LINGTON HEIGHTS, ing herein or in said LINGTON HEIGHTS ant either express or ight or security here- |
| under, and that so far as the Fi A Pe y<br>the legal holder or holders of said ne as<br>payment thereof, by the enforcemen of<br>the guarantor, if any.  | and its successors and said THE B  I the owner or owners of any indel at lies hereby created in the manne  | ANK & TRUST COMPANY OF All<br>stedness accruing hereunder shall los<br>r herein and in said note provided  | thington Heights hers<br>ik solely to the premises her<br>or by action to enforce the  | onally are concerned,<br>reby conveyed for the<br>personal liability of   |
| presents to be signed by its Aspect Vi   |  | IN ITON HERITETS, not personner to be bereunte affixed and attended DMPANY OF ARLINGTON MENU   |  | and mot beroughly,  |
|  |  | "y   | The wind   | SS S  |
|  | C  | Attest   | ON CASHER  | STARO 900   |
| STATE OF ILLINOIS   COUNTY OF COOK   SS.   | n Polar De   | ANITA D. KRAUS   | -70  | 74V 10 KM B   |
| Sr.  |  | S. A. PERRY  |  |   |
| <u>.</u>   |  | N. NK & RUST COMPANY OF A  |  | VVVVV a   |
| ST . ANALYS Vice Pr<br>and delivered the<br>aforesaid, for the<br>dian of the correct<br>and as the free a   | a are personally basers to me to be<br>essident, and sources Cashier, respe-<br>said instrument as their own free -<br>uses and purposes therein set forther<br>rate send of said Bank, did affix the<br>nd voluntary act of said Bank, as T | the sare there are whose names are cively, one rec'hefore me this da and volunty et and as the free 1; and the sai et and finak to said rustee as afored. the uses an  | subscribed to the foregoing<br>y in person and acknowled<br>and voluntary act of said<br>hen and there acknowledge<br>instrument as his own fre<br>p purposes therein set forth  | : instrument as such<br>god that they signed<br>Bank, as Trustee as<br>i that he, as custo-<br>e and voluntary set      |
| Given under a  | my hand and notarial scal, this,   | July   |  | 111 NU 2 77   |
|  |  |  | Votary 1 things 115  | 110h  |
| THIS INSTRUMENT WAS PREPARED BY<br>RONALD M. HANKIN<br>329 S. GREENWOOD<br>PALATINE, ILLINOIS 60067  | MAIL TO  |  |  | NATON   |
| IMPORTA  | I I  | The Instalment Note mentione   | )  | Oced has been   |
| LENDER, THE NOTE SECURED SHOULD BE IDENTIFIED BY THE IN BEFORE THE TRUST DEED IS   | BY THIS TRUST DEED<br>TRUSTEE NAMED HERE-  | Chicago Title an   |  |   |
| IN BILLOND THE MOST BEEN TO  |  |  | <del></del>  | - Instee  |
| J 413  | 14570  |  | ي  | 1 Co  |
|  | THE WAR  |  | M HEIGHT   | 2/014789  |
| EED  | NIII WELL  |  | RLINGTO  | 478   |
| Box<br>TRUST DEED  | JAPANY OF I  |  | SPACE FOR RECORDERS UST COMPANY OF ARLINGTO 900 East Kensington Road iton Heights, Illinois  | 9   |
| B <sub>R</sub>   | Tru  |  | CE FOF   |   |
| TRI  | TRUS   |  | NBOVE SPACE FOR RECORDERS USE OS<br>INK & TRUST COMPANY OF ARLINGTON HEIGH<br>900 East Kensington Road<br>Arlington Heights, Illinois 60004  |   |
|  | THE BANK & TRUST COMPANY OF ARLING   |  | THE ABOVE SPACE FOR RECORDERS USE ONLY THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS 900 East Kensington Road ARLINGTON HEIGHTS, ILLINOIS 60004  |   |
| II II  | -  | II   | -   <b>-</b>   | H   |

END OF RECORDED DOCUMENT