

UNOFFICIAL COPY

CONTINUED FROM REVERSE SIDE HEREOF

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an amount 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 right may appear.

6. 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, or such receiver, or 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 times when First Party, its successors or assigns, except for the intervention of such receiver, demption or not, as well as during any further times 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.

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 thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and then 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 at 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 of identification on any instrument 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, and the name of the resignation, validity or refusal to act of Trustee, the then Recorder or Registrar 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 to Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

11. The word "note" shall be defined to mean notes, where applicable.

Nov 30 9 00 AM '77

RECORDER OF DEEDS

*24216003

THIS TRUST DEED is executed by the First National Bank of Skokie, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee by said First National Bank of Skokie, to wit warrants that it possesses full power and authority to execute this trust deed as herein provided and expressly understood and agreed that neither herein or in said note or any instrument connected therewith shall be contained any limitation on the said First Party or on said First National Bank of Skokie, personally to pay the said note or any interest that may accrue thereon or any indebtedness pertaining hereunder, or to perform any covenant, condition or express or implied term herein contained, all such liability if any, being expressly waived by First Party and by every person now or hereafter claiming any right or equity hereunder, and that so far as the First Party and its successors and said First National Bank of Skokie, personally or by its agent, the duly authorized legal holder or holders of said note, and the owners of any individual securities according to records 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 grantor or of any.

IN WITNESS WHEREOF, FIRST NATIONAL BANK OF SKOKIE, 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.

FIRST NATIONAL BANK OF SKOKIE Solely as Trustee
as aforesaid and not personally.

By

Attest

ASSISTANT VICE PRESIDENT
ASSISTANT SECRETARY

STATE OF ILLINOIS)
COUNTY OF COOK) SS

The undersigned

a Notary Public, in and for said County, in the State of Illinois, DO HEREBY CERTIFY that

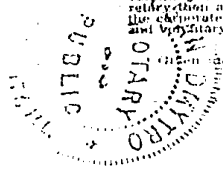
Thomas A. Barr

Assistant Vice President of the

Florence Petrella

FIRST NATIONAL BANK OF SKOKIE and

Assistant Secretary of said Company, who are personally known to me to be the same person, whose names are subscribed to the foregoing instrument as such 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, as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary further acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act, and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.



Subscribed and sworn to before me this 25th day of November A.D. 1977.

25th day of November 1977

Notary Public

My Comm. expires August 9, 1979

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 Note mentioned in the within Trust Deed has been identified to me with identification No. 900525

Bank of Commerce in Berkeley Trustee

D NAME Bank of Commerce
E STREET 5500 St. Charles Road
L CITY Berkeley, Illinois 60163
I CITY
V CITY
E CITY
R CITY
Y INSTRUCTIONS OR

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

2 Chicester on Asbury
Rolling Meadows, Illinois
60008

RECORDED'S OFFICE BOX NUMBER

END OF RECORDED DOCUMENT