

UNOFFICIAL COPY

STATE OF ILLINOIS }
COUNTY OF DU PAGE } SS.

I, COLINTHA SMITH

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

ORR L DAWSON ASST, Vice President
Chicago Title & Trust Co.

of the ELMHURST NATIONAL BANK, and JEAN M BAKER
Assistant Secretary of said Association, who are personally known to me to be the same persons 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 and as the free and voluntary act of said Association, 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 Association, did affix the corporate seal of said Association to said instrument as his own free and voluntary act and as the free and voluntary act of said Association as Trustee as aforesaid, for the uses and purposes therein set forth.

JUN 17 1985

GIVEN under my hand and notarial seal, this

day of

A.D. 19

Colantha Smith
Notary Public.

JUN 17 1985 32037 • 85062475 - A - Rec 13.00

The Installment Note mentioned in the within Trust Deed has been identified herewith under identification No.

Trustee.

IMPORTANT
For the protection of both the borrower and lender, the principal note secured by this Trust Deed should be identified by the Trustee named herein before the Trust Deed is filed for record.

13.00

JUN 17 1985 10:11

-85-062475

TRUST DEED

Elmhurst National Bank

as Trustee

To

Trustee



ELMHURST NATIONAL BANK
York Street at Park Avenue
Elmhurst, Illinois

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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 by 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.

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.

Chicago Title & Trust Co.

THIS TRUST DEED is executed by the ~~Chicago 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 ~~Chicago 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 the said First Party or on said ~~Chicago 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 expressed 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 its successors and said ~~Chicago 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 guarantor, if any.

Chicago Title & Trust Co.

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

CHICAGO TITLE & TRUST COMPANY

~~XXXXXXXXXXXXXXXXXXXX~~

As Trustee as aforesaid and not personally.

By *Walter L. Dawson*
Vice-President

Attest *Jean M. Bole*
Assistant Secretary

85062475