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ARTICLES OF AGREEMENT FOR TRUSTEE'S DEED

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Doc 62 7021779

1. BUYERS, Khoshrow Daneshgari and Rouyentan Farhadieh, individually and not as a partnership or agents, in the County of Cook, agree to purchase, and Seller First National Bank of Skokie, a Corporation of the United States of America, as Trustee under Trust Agreement dated November 6, 1978 known as Trust Number 509361, Tony Varjidan and Branko Varjidan agrees to sell to buyer at the Purchase Price of One Hundred and Ninety Thousand and no/100 (\$190,000.00) Dollars, the property Commonly known as 6700 N. Clark St. Chicago, Illinois, and legally described as follows:

Lots 3, 4 and 5 in Block 2 in William L. Wallen's addition to Rogers Park Subdivision of Lots 2 and 3 (except the West 17 feet thereof conveyed to Chicago and Northwestern Railroad Company) in Subdivision of the North East 1/4 of the South East 1/4 of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian lying East of Chicago and North Western Railroad in Cook County, Illinois.

(hereafter referred to as "the premises") with approximate lot dimensions of 86.5 by 125 feet, together with all improvements and fixtures, if any now on the premises.

11-31-407-019
11-31-407-020
11-31-407-021 MI

6700 N CLARK ST
CHGO, ILL.

2. THE DEED:

a. If the Buyer shall first make all the payments and perform all the covenants and agreements in this agreement required to be made and performed by said Buyer, at the time and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Buyers (in joint tenancy) or his nominee, by a recordable, stamped general Trustee's Deed with release of homestead rights, good title to the premises subject only to the following "permitted exceptions," if any: (a) General real estate taxes not yet due and payable; (b) Special assessments confirmed after this contract date; (c) Building, building line and use of occupancy restrictions, conditions and covenants of record; (d) Zoning laws and ordinances; (e) Easements for public utilities.

b. The performance of all the covenants and conditions herein to be performed by Buyer shall be a condition precedent to Seller's obligation to deliver the deed aforesaid.

MAIL TO: MARSHALL MORRIS
180 W. WASHINGTON
SUITE 2416
CHGO, ILL. 60601

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3. INSTALLMENT PURCHASE: Buyer hereby covenants and agrees to pay Seller at 1809 W. Devon Ave. Chicago, Illinois or to such other person or at such other place as Seller may, from time to time, designate in writing, the purchase price and interest on the balance of the purchase price remaining from time to time unpaid from the date of initial closing at the rate of twelve (12%) per annum, all payable in the manner following to wit:

(a) Buyers have paid One Thousand and no/100 (\$1,000.00) Dollars as earnest money to be applied on the purchase price. The earnest money shall be held by Samuel Sherwin, Broker for the Seller for the mutual benefit of the parties concerned:

(b) At the time of the initial closing, the sum of Ninty Five Thousand and no/100 (\$95,000.00) Dollars, plus or minus pro-rations, if any as is hereinafter provided:

(c) The balance of the purchase price, to-wit: Ninty Five Thousand and no/100 (\$95,000.00) Dollars to be paid in equal monthly installments of One Thousand Forty Six and 04/100 (\$1,046.04) Dollars each, commencing on the First day of December, 1985 and on the First day of each month thereafter until the First day of November, 1990.

(d) The final payment balance of the purchase price and all accrued but unpaid interest and other charges as hereinafter provided shall be due on the First day of November, 1990.

(e) All payments received hereunder shall be applied in the following order or priority: first, to interest accrued and owing on the unpaid principal balance of the purchase price; second, to pay before delinquent all taxes and assessments which subsequent to the date of this Agreement may become a lien on the premises; third, and to pay insurance premiums falling due after the date of this Agreement; and fourth, to reduce said unpaid principal balance of the purchase price.

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4. CLOSINGS: The "initial closing" shall occur on 11-5-85 or on the date, if any, to which said date is extended by agreement between the parties at the offices of Marshall Morris, 180 N. LaSalle Street, Chicago, Illinois. "Final closing" shall occur if and when all covenants and conditions herein to be performed by Buyer have been so performed.

5. POSSESSION: Possession shall be granted to Buyer at 12:01 A.M. on November 1, 1985 provided that the full down payment minus net prorations due in favor of Buyer, if any, has been paid to Seller in cash or by cashier's or by certified check on the initial closing date, and further provided that Buyer on such initial closing date is otherwise not in default hereunder.

6. PRIOR MORTGAGES:

(a) Seller reserves the right to keep a mortgage or trust deed ("prior mortgage") against the title to the premises with a balance including interest not to exceed the balance of the purchase price unpaid at any time under this Agreement, the lien of which prior mortgage shall, at all times notwithstanding that this Agreement is recorded, be prior to the interest that Buyer may have in the premises. No mortgage or trust deed placed on said premises shall in any way accelerate the time of payment provided for in this Agreement or provided for payment of any amount, either interest or principal, exceeding that provided for under this Agreement, or otherwise be in conflict with the terms and provisions of this Agreement, nor shall such mortgage or trust deed in any way restrict the right of prepayment, if any, give to Buyer under this Agreement.

(b) Seller Beneficiaries shall from time to time upon request exhibit to Buyer receipts for payments made to the holders of any indebtedness secured by any such prior mortgage.

(c) In the event Seller shall fail to make any payment on the indebtedness

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secured by a prior mortgage or shall suffer or permit there to be any other breach or default in the terms of any indebtedness or prior mortgage, Buyer shall have the right, but not the obligation, to make such payments or cure such default and to offset the amount so paid or expended including all incidental costs and expenses attendant thereto incurred by Buyer to protect Buyer's interests hereunder from the unpaid balance of the purchase price or from the installment payments to be made under this Agreement.

7. SURVEY: Prior to the initial closing, Seller shall deliver to Buyer or his agent a spotted survey of the premises, certified by a licensed surveyor, having all corners staked and showing all improvements existing as of this contract date and all easements and building lines.

8. TITLE

(a) Prior to the initial closing, Seller shall furnish or cause to be furnished to Buyer at Sellers expense a Letter of Commitment for title insurance, or an Owner's Duplicate Certificate of Title issued by the Registrar of Titles and a Special Tax and Lien Search, subject only to: (1) the general taxes for 1985 (2) prior mortgage permitted in paragraph 6; (3) acts done or suffered by or judgments against the Buyer, or those claiming by, through or under the Buyer; (4) Conditions and covenants of record, zoning laws and ordinances and easement for public utilities.

(b) If a Special Tax Search, Lien Search, a judgment search disclose judgments against the Buyer which may become liens, the Seller may declare this Agreement null and void and all earnest money shall be returned to Buyer less normal expenses incurred by Seller.

(c) Buyer's taking possession of the premises shall be conclusive evidence that Buyer in all respects accepts and is satisfied with the physical condition of the premises, all matters shown on the survey and the condition of title. ●

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9. PRORATIONS: If applicable insurance premiums, general taxes, and, if final meter readings cannot be obtained, water and other utilities shall be adjusted ratably as of the date of initial closing. Interest on the unpaid principal amount of the purchase price from the initial closing date until the date of the first payment shall be a proration credit in favor of the Seller.

10. SELLER'S REPRESENTATIONS.

(a) Seller, Beneficiaries expressly warrants to Buyer that no notice from any city, village or other governmental authority of a dwelling code violation which exist in the structure on the premises herein described before this Agreement was executed.

(b) Seller, Beneficiaries represent that all equipment to be conveyed, are in operating condition.

11. BUYER TO MAINTAIN: Buyer shall keep the improvements on premises and the grounds in as good repair and condition as they now are, ordinary wear and tear expected. Buyer shall make all necessary repairs and renewals upon said premises including by way of example and not of limitation, interior and exterior painting and decorating; window glass, heating, ventilating and air conditioning equipment; plumbing and electrical systems and fixtures; roof; masonry including chimneys. If, however, the said premises shall not be thus kept in good repair, and in a clean condition, Sellers may

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... notify the Buyer to make such repairs and to place said premises in a clean, sightly, and healthy condition within thirty (30) days of such notice (except as is otherwise provided in paragraph 18), and, upon default by Buyer in complying with said notice, then, Seller may avail himself of such remedies as Seller may elect, if any, from those that are by this Agreement or at law or equity provided.

13. **FIXTURES AND EQUIPMENT:** At the time of delivery of possession of the premises to Buyer, Buyer also shall receive possession of three hydraulic jacks and one air compressor to be sold to Buyer pursuant to the terms of this Agreement but until payment in full of the purchase price is made, none of such property, shall be removed from the premises without the prior written consent of the Seller.

14. **INSURANCE:**

Buyer shall from and after the time specified in paragraph 4 for possession keep insured against loss or damage by fire or other casualty, the improvements now and hereafter erected on premises with a company, or companies, reasonably acceptable to Sellers in policies conforming to Insurance Service Bureau Multi-peril Policy, with Coverage not less than the value of the premises for the benefit of the parties hereto and the interests of any mortgagee or trustee, if any, as their interests may appear. Buyers shall furnish Sellers with evidence of such insurance coverage at the initial closing Buyers shall further provide Sellers with evidence of payment of insurance premiums when due and upon request. If Buyers default in payment of any insurance premium sellers may either declare

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a default under this agreement and/or purchase insurance at a reasonable rate and charge the cost of the premium to the principal balance due Seller under this agreement.

14. **TAXES AND CHARGES:** It shall be Buyers obligation to pay at Buyer's expense immediately when due and payable and prior to the date when the same shall become delinquent, water charges, sewer service charges and other taxes, fees, liens, special assessments and charges now or hereafter levied or assessed or charged against the premises or any part thereof or any improvements thereon, including those heretofore due and to furnish Seller with the original or duplicate receipts therefore.

15. **FUNDS FOR TAXES AND CHARGES:** In addition to the agreed installments, if any, provided in paragraph 3, Buyer shall deposit with the Seller on the day each installment payment is due, or if none are provided for, on the first day of each month subsequent to the date of initial closing, until the purchase price is paid in full, a sum (herein referred to as "funds") equal to one-twelfth of the yearly taxes, assessments which may become a lien on the premises, all as reasonably estimated ^(based on prior years taxes unless otherwise notified) to provide sufficient sums for the full payment of such charges one month prior to their each becoming due and payable. Failure to make the deposits required hereunder shall constitute a breach of this Agreement. If the amount of the funds together with the future periodic deposits of such funds payable prior to the date of the aforementioned charges shall exceed the amount reasonably estimated as being required to pay said charges one month prior to the time at which they fall due such excess shall be applied first to cure any breach in the performance of the Buyer's covenants or agreements hereunder of which Seller has given written notice to Buyer and, second, at Buyer's option, as a cash refund to Buyer or a credit toward Buyer's future obligations hereunder. If the amount of the funds held by Seller shall not be sufficient to pay all such

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charges as herein provided, Buyer shall pay to Seller any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Seller to Buyer requesting payment thereof. The aforesaid monthly payments may increase or decrease as the taxes due on the premises increase or decrease. Sellers will provide Buyers upon request evidence of payment of

all real estate taxes that have become due. If buyers have paid aforesaid funds to Sellers in sufficient amount to pay the taxes due buyers are then responsible to pay the taxes that are then due.

16. BUYERS INTEREST:

(a) No right, title, or interest, legal or equitable, in the premises described herein, or in any part thereof, shall vest in the Buyer until the Deed, as herein provided, shall be delivered to the Buyer.

(b) In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, whether installed or constructed on or about said premises by the Buyer or others shall belong to and become the property of the Seller without liability or obligation on Seller's part to account to the Buyer therefore or for any part thereof.

17. LIENS: Buyer shall not permit a mechanic's judgment or other lien to attach in excess of \$2,000.00. to the premises / If such a lien does attach, buyer shall satisfy said lien within 30 days of notice of said lien or be in default of this agreement.

18. PERFORMANCE:

(a) If Buyer (1) defaults by failing to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and such default is not cured within thirty (30) days of written notice to Buyer; or (2) defaults in the performance of any other covenant or agreement hereof and such default is not cured by Buyer within thirty (30) days after written notice to Buyer (unless the default involves a dangerous condition which shall be cured forthwith); Seller may treat such a default as a breach of this Agreement and

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Seller shall have any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity: (i) maintain an action for any unpaid installments; (ii) declare the entire balance due and maintain an action for such amount; (iii) forfeit the Buyer's interest under this Agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Buyer, and upon Buyer's failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Buyer to reinstate as provided in that Act.

(b) As additional security in the event of default, Buyer assigns to Seller all unpaid rents, and all rents which accrue thereafter, and in addition to the remedies provided above and in conjunction with any one of them, Seller may collect any rent due and owing and may seek the appointment of a receiver.

(c) If default is based upon the failure to pay taxes, assessments, insurance, or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Buyer to Seller.

(d) Seller may impose and Buyer agrees to pay a late charge not exceeding 5% on payments more than ten (10) days past due.

(e) Anything contained in subparagraphs (a) through (d) to the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within 20 days after such written notice of default, Purchaser tenders to Seller the entire unpaid principal balance of the Purchase Price and accrued interest then outstanding and cures any other defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations or Purchaser under this Agreement.

19. DEFAULT FEES:

and Seller
(a) Buyer/shall pay all reasonable attorney's fees and costs incurred by them in enforcing the terms and provisions of this Agreement, including

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forfeiture or specific performance, in defending any proceeding to which they are made a party defendant (or creditor in the event of Seller's or Buyers Bankruptcy or being declared insolvent) as a result of the acts or omissions of the other party.

(b) (1) All rights and remedies given to Seller shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically waived in this Agreement. (2) no waiver of any breach or default by Buyers shall be implied from any omission by the Sellers party to take any action on account of any similar or different breach or default; the payment or acceptance of money after it falls due after knowledge of any breach of this agreement by Seller, or after the termination of Buyer's right of possession hereunder, or after the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall not reinstate, continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.

20. NOTICES: All notices required to be given under this Agreement shall be construed to mean notice in writing signed by or on behalf of the party giving the same, and the same may be served upon the other party or his agent personally or by certified or registered mail, return receipt requested, to the parties addressed if to Seller at the address shown in paragraph 3 or if to the Buyer at the address of the premises. Notice shall be deemed made when mailed or served. Service of notice on one of the Buyers shall be deemed and is agreed to be notice on both Buyers and each buyer hereby appoints the other as agent for service of notice and service of process on him.

21. ABANDONMENT: Thirty days physical absence by Buyer with any installment

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being unpaid, or removal of the substantial portion of Buyer's personal property without installments being paid, and in either case, reason to believe Buyer has vacated the premises with no intent again to take possession thereof shall be deemed to be abandonment of the premises by Buyer.

Buyer shall be deemed to have abandoned any personal property remaining on or about the premises and Buyer's interest therein shall thereby pass under this Agreement as a bill of sale to Seller without additional payment by Seller to Buyer.

22. SELLER'S ACCESS: Seller may make or cause to be made reasonable entries upon and inspection of the premises, provided that Seller shall give Buyer notice prior to any such inspection specifying reasonable cause therefore related to Seller's interest in the premises.

23. PREPAYMENT: All prepayments of principal shall be applied toward the reduction of the balance due under this installment agreement, Sellers will not place any additional liens or mortgages not shown against the property at this time. Buyer shall have the right to prepay the balance due and owing in full only.

24. ASSIGNMENT: The Buyer shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder nor shall the Buyer lease nor sublet the premises, or any part thereof to any person, persons, partnership, corporation or other entity. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Buyer, or any acts inconsistent herewith, shall vest no right, title or interest herein or hereunder, or in the said premises in any such transferee, pledgee, assignee, lessee or sub-lessee, but Seller may

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at Seller's option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof.

25. FINAL CLOSING: Buyer shall be entitled to delivery of the Trustees Deed of and ALTA statements, Affidavits of Title, conveyance aforesaid And a Bill of Sale to the personal property to be transferred to Buyer under this Agreement at any time upon payment of all amounts due hereunder in the form of cash or cashier's or certified check made payable to Seller. At the time Buyer provides notice to Seller that he is prepared to prepay all amounts due hereunder, Seller forthwith either shall produce and record at his expense a release deed for the prior mortgage, or obtain a currently dated loan repayment letter reflecting the amount necessary to discharge and release the prior mortgage. Seller shall have the right to repay and discharge such prior mortgage in whole or in part from sums due hereunder from Buyer. The repayment of the prior mortgage shall be supervised and administered by Buyer's mortgage lender, if any. Upon repayment of the prior mortgage Seller shall receive the cancelled note and a release deed in form satisfactory for recording shall be delivered to Buyer. Seller shall give Buyer a credit against the balance of the purchase price for the cost of recording such release. In the event Buyer does not have a mortgage lender, then the delivery of the cancelled note to Seller shall be simultaneous with the delivery of the Deed from Seller to Buyer, and to facilitate the delivery of documents and the payment of the prior mortgage and the balance of the amount due hereunder, the parties agree to complete such exchange at the offices of the holder of the note secured by the prior mortgage. At the time of delivery of the Deed, Buyer and Seller shall execute and furnish such real estate transfer declarations as may be required to comply with State, County or local law. Seller, Beneficiaries shall pay the amount of any stamp tax then imposed by State or County law on the transfer of title to Buyer, and Buyer shall pay any such stamp tax and meet other

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Case No. 12-1234

The undersigned, being duly sworn, depose and testify that the following is a true and correct copy of the original as the same appears to the undersigned:

This deposition was taken at the residence of the deponent on the 12th day of January, 1998.

Subscribed and sworn to before me on the 12th day of January, 1998, at Chicago, Illinois.

Notary Public in and for the State of Illinois

My commission expires on the 12th day of January, 1999.

My office is located at 1234 North Dearborn Street, Chicago, Illinois.

My fee for this deposition is \$100.00.

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requirements as then may be established by any local ordinance with regard to the transfer of title to Buyer unless otherwise provided in the local ordinance.

26. RECORDING: The Buyer may record this Agreement or a memorandum thereof at Buyer's expense.

27. RIDERS: The provision contained in any rider attached hereto are and for all purposes shall be deemed to be part of this Agreement as though herein fully set forth.

28. CAPTIONS AND PRONOUNS: The captions and headings of the various sections or paragraphs of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

29. PROVISIONS SEVERABLE: The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

30. BINDING ON HEIRS, TIME OF ESSENCE: This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and Buyer. Time is of the essence of this Agreement.

31. JOINT AND SEVERAL OBLIGATIONS: The obligations of two or more persons designated "Seller" or "Buyer" in this Agreement shall be joint and several, and in such case each hereby authorizes the other or others of the same designation as his or her attorney-in-fact to do or perform any act or agreement with respect to this Agreement or the premises.

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INVESTIGATION OF THE DEPARTMENT OF JUSTICE, FEDERAL BUREAU OF INVESTIGATION, WASHINGTON, D. C.

RE: [Illegible]

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SEE TRUSTEE'S RIDER ATTACHED HERETO AND MADE A PART HEREOF.

IN WITNESS OF, the parties hereto have hereunto set their hands and seals this
1st day of November, 1985.

SELLER:
FIRST NATIONAL BANK of SKOKIE, Not Personally
but solely as Trustee under Trust Agreement
dated 11/15/85 and (NO. 11) as Trust No. 50836T
[Signature]
ASSISTANT VICE PRESIDENT AND TRUST OFFICER
by _____ AUTHORIZED SIGNATURE

BUYER:

[Signature]
[Signature]

[Signature] (SEAL)
[Signature] (SEAL)

CLERK OF COOK COUNTY
Not Acknowledged
Clerk's Office

Brodsky & Associates, #12653
Attorney at Law
One North LaSalle St., Suite 3700
Chicago, Illinois 60602-4004
(312) 236-2269

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TRUSTEE'S RIDER

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the First National Bank of Skokie or any of the beneficiaries under said Trust Agreement, including the sequestering of any proceeds, monies or properties, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the Said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any being expressly waived and released.

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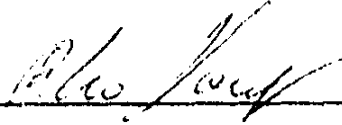
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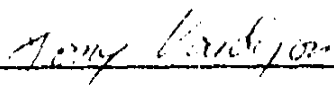
RIDER TO PARAGRAPH 6
OF ARTICLES OF AGREEMENT
FOR TRUSTEES DEED

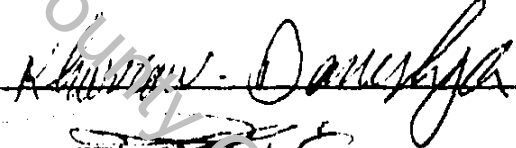
Seller, Beneficiaries hereby state that the prior mortgage referred to in Paragraph 6 of the Article of Agreement for Trustees Deed is a Trust Deed attached hereto as exhibit "A" securing an identified bearer note held by First National Bank of Skokie. The balance due on said note as of October 31, 1985 is \$51,176.35.


Seller further agrees that he shall cause no further mortgages or liens to encumber the property described in the aforesaid articles of agreement.

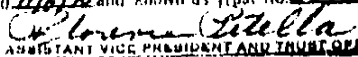
Seller, beneficiaries further agree to hold the Buyers harmless and indemnify them from losses arising out of any default sellers have on the aforesaid Trust Deed.









FIRST NATIONAL BANK of SKOKIE, Not Personally
but solely as Trustee under Trust Agreement
dated 11/1/78 and known as Trust No. 50936T
by 
by ASSISTANT VICE PRESIDENT AND TRUST OFFICER
AUTHORIZED SIGNATURE

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6. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority. First, on account 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 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 rights may appear.

7. 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 and preserve such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the lien 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 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, 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.

8. 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.

9. 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 by law for any act or omission 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.

10. 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 whose due date is reflected in the original trustee and it has never executed a certificate on any identifying name as the note described herein, if any 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.

11. 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.

12. The word "note" shall be deemed to mean "note" strictly applicable. The undersigned corporate trustee does hereby waive any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage on behalf of the Mortgagor, the trust estate and all persons beneficially interested therein and each and every person except decree or judgment creditors of the undersigned as such trustee, all in accordance with the provisions of the Illinois Statutes.

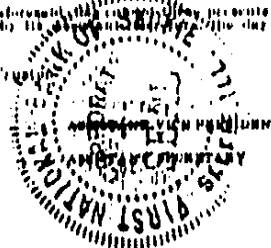
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THIS TRUST DEED is executed by the First National Bank of Skokie, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said First National Bank of Skokie hereby warrants 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 First National Bank of Skokie personally to pay the said note or any interest thereon or any benefits thereon or to perform any covenant, condition, stipulation or obligation contained or implied herein contained, and that as far as the First Party, its successors and said First National Bank of Skokie personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness secured 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 FIRST NATIONAL BANK OF SKOKIE, not personally but as Trustee as aforesaid, by its duly authorized officers, presents to be signed by its Assistant Vice President and its corporate seal to be hereunto affixed and attested by the undersigned, this day and year first above written.

FIRST NATIONAL BANK OF SKOKIE, solely as Trustee, as aforesaid and not personally,

By *[Signature]*
Attest



STATE OF ILLINOIS
COUNTY OF COOK

the undersigned,
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
Thomas A. Barr
Vice President of the

FIRST NATIONAL BANK OF SKOKIE, and
Assistant Secretary of said Company, 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth, and he said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, affixed 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.

Given under my hand and official seal, this 10th day of November

Jane K. Dougherty
Notary Public
My Commission Expires July 10, 1982



IMPORTANT	The Note mentioned in the within Trust Deed has been identified
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	herewith under Identification No. 636214
	<i>[Signature]</i> Trustee

DELIVERY INSTRUCTIONS	NAME	FIRST NATIONAL BANK OF SKOKIE
	STREET	8001 N. Lincoln Avenue
	CITY	Skokie, Illinois 60077
	OR	
	RECORDERS OFFICE BOX NUMBER	817

FOR RECORDERS INDEX PURPOSES (INSERT STREET ADDRESS IF ABOVE DESCRIBED PROPERTY HERE)	6700 North Clark Street Chicago, Illinois
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02 SEP 80

RECEIVED

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RIDER

Rider to Paragraphs 9 & 15 of Articles of Agreement for Trustee's Deed for the property commonly known as 6700 N. Clark Street, Chicago, IL

Sellers and beneficiaries further agree to be responsible for and pay all real estate taxes due and owing up to November 5, 1985, based upon the final tax bill for said year.

ACCEPTED:

Patricia Kowalski

Terry Verbijsen

Richard - Danahy

[Signature]

Seller agrees that upon presentation to Seller of a multi-peril insurance policy as required by the aforesaid articles Seller shall cancel their insurance policy presently in force and shall refund to buyer any unearned premiums from the policy seller presently has in force based on credit given to Seller at closing.

Interest shall be prorated and adjusted to reflect closing on 11-5-85

T.V.
B.V.

Richard - Danahy
[Signature]

85 276 290

UNOFFICIAL COPY

1-1-1988

TO: [Illegible]

[Illegible text]

[Illegible]

Property of Cook County Clerk's Office

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