10-69-039 (22)

\$18.00

JUNIOR TRUST DEED

THIS INDENTURE, made this 29th day of October, 1986, between BURTON FINANCIAL MANAGEMENT ASSOCIATES, INCLINANCIAL SALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 107398, hereinafter referred to as "First Party", and LAWRENCE B. IRWIN as General Partner of 921 LIMITED PARTNERSHIP, hereinafter referred to as "Trustee".

WITNESSETH:

THAT, WHEREAS, First Party has concurrently herewith executed an Installment Note bearing even date herewith in the total principal sum of ONE HUNDRED FIVE THOUSAND (\$105,000.00) DOLLAPS, made payable to the order of 921 LIMITED PARTNERSHIP and delivered in and by which said Note the First Party promises to pay the said principal sum, plus interest on the balance from time to time outstanding, calculated at the rate per annum of Nine (9.00%) Percent in the manner as set forth in said Note. All of said principal and interest shall be payable as the holder or holders of the Note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of the Trustee at 921 N. Plum Grove Road, Schaumburg, Illinois.

NOW, THEREFOR', the First Party to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Trust Deed, and also in consideration of the sum of ONE (\$1.00) DOLLAR in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, First Party does by these presents grant, remise, release, alien and convey unto the Trustee, his successors and assigns, the Icilowing described real estate situated, lying and being in the City of Schaumburg, County of Cook and State of Illinois, to wit:

PARCEL 1: UNIT NUMBER 18 IN WOODFIELD LAKE OFFICE COURT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF THE NORTH EAST 1/4 OF SECTION 14 TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS A TACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25442271, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN EXCHANGE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NUMBERS 35600 AND 36713, AND LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NUMBER 101043 DATED MARCH 23, 1981 AND RECORDED MARCH 24, 1981 AS DOCUMENT 25815749, IN COOK COUNTY, ILLINOIS.

which, with the property hereafter described, is referred to herein as the "Premises".

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter, therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), window treatments,

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floor coverings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the Premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the Premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trust herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. The First Party will perform, observe and comply with all of the provisions hereof and of the Note and will duly and punctually pay to the Trustee the sum of money expressed in the note with interest thereon at the times and in the manner provided in the Note and all other sums required to be paid by the First Farty pursuant to the provisions of this Trust Deed all without any deductions or credit for any reason whatsoever. The covenants, conditions and agreements contained in said Note are hereby made a part of this Junior Trust Deed (hereinafter "Trust Deed") as if fully jet forth herein.
- 2. (a) The lien of this Trust Deed and the rights, remedies and other terms and provisions hereof are subject and subordinate to the lien, terms and provisions of that certain Trust Deed dated October 6, 1986 in the principal sum of FOUR HUNDRED THOUSAND (\$400,000.00) DOLLARS executed by LaSalle National Bank as Trustee under Trust Number 107398 and Lawrence B. Irwin and an Installment Note of even date in the principal amount of FOUR HUNDRED THOUSAND (\$400,000.00) DOLLARS which is secured by said Trust Deed hereinafter collectively called the "First Mortgage", And recorded as accument 1855124
- (b) The First Party bereby assumes and agrees to perform and to comply with all of the terms, provisions and conditions of the First Mortgage including, but not limited to Mortgage Notes, Loan Agreements and Mortgages.

The First Party agrees for himself and for his heirs, personal representatives, successors and assigns, as follows:

- A. He will duly comply with each and every of the obligations of the maker under the First Note, and of the Mortgagor under the First Mortgage, and will not commit or suffer to be committed any default under either of said incoruments;
- B. In the event a default occurs under either too First Note or the First Mortgage, the First Party has the right. but is not obligated, to cure such default and to deduct any sums paid to cure same from the principal indebtedness evidenced by this Promissory Note;
- 3. Until the indebtedness aforesaid shall be fully paid, First Party, its successors or assigns, shall: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (2) keep said Premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the Note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said Premises; (5) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof; (6) refrain from making material alterations in said Premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water

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Premises when due, and upon written request, to furnish to Trustee or to holders of the Note duplicate receipts therefore; (8) pay in full, under protest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) furnish or cause to be furnished to Trustee annual financial statements of the First Party, and/or the guarantors of the Note within thirty (30) days of each anniversary of the loan secured by this Trust Deed; (10) keep all buildings and improvements now or thereafter situated on said Premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby but in no event less than FIVE HUNDRED THIRTY-FIVE THOUSAND (\$535,000.00) DOLLARS, all in companies satisfactory to the holders of the Note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the Note, and in case of insurance about to expire, to deliver renewal policies not less than ten (10) days prior to the respective dates of expiration: then Trustee or the holders of the Note may, but need not, make any payment or perform any act hereinbefore set forth not, make any payment or perform any act hereinbelore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lier or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or consent to any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees. or incurred in connection therewith, including attorney's fees, and any other monies advanced by Trustee or the holders of the Note to protect the Premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the Note default rate per annum. Inaction of Trustee or holders of the Note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph. It is hereby agreed that in the event of a foreclosure, whether or not there has been entered a deficiency judgment upon the sale of the Premises, the holder of the certificate of sale shall be entitled to any and all insurance proceeds resulting from a casualty loss with respect to the Premises.

4. If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (which term, when used in this Mortgage, shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness secured hereby shall, at the option of the Trustee, become immediately due and payable. The Trustee shall be entitled to all compensation, awards and other payments or relief therefor and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the First Party's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights, actions and proceedings, and the right thereto, are hereby assigned by the First Party to the Trustee. After deducting from said condemnation proceeds all of its expenses incurred in the collection and administration of such sums, including attorneys' fees, the Trustee may apply the net proceeds or any part thereof, at its option, either toward restoring the Mortgaged Property or as a credit on any portion of the indebtedness secured hereby selected by it whether then matured or to mature in the future, or for any other purpose of object satisfactory to the Trustee without such further assignments of any compensations, awards, damages, claims, rights, actions and proceedings as the Trustee without such further assignments of any compensations, awards, damages, claims, rights, actions and proceedings as the Trustee way require. The Trustee shall not be held responsible for any failure to collect any amount in connection with any such proceeding regardless of the cause of such failure.

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- 5. The Trustee or the holders of the Note hereby secured in making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- deposit with Trustee, if requested, or such other depository as may be from time to time designated in writing by the holder of said Note, on the respective dates when the monthly installments are payable under said Note, an amount equal to one-twelfth (1/12) of the annual real estate taxes levied against the Premises and one-twelfth (1/12) of the annual premiums for fire, rental value, and other hazard insurance required to be carried hereun er, all as estimated by Trustee, or the holder of the Note, and in the event such monies are insufficiant therefor, to pay the difference forthwith hereunder. The Trustee and the holders of the Note, and each of them, are authorized to apply such monies in payment of such taxes and insurance premiums as same become due, so long as the First Party is not in default under the Note or any provision hereof, otherwise to apply same in payment of any obligation of First Party under the Note or this Trust Deed. The Trustee shall not be required to inquire into the validity or correctness of any of said items before making payment of same or to advance monies therefor, nor shall they or either of them incur any personal liability for anything done or omitted to be done hereunder.
- 7. At the option of the holders of the Note and without further notice to First Party, its successors or assigns, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become due and payable (a) five (5) days after the mailing of written notice in the event of default in making payment of any installment of principal or interest on the Note and such default shall not have been cured within said five (5) days, or (b) thirty (30) days after mailing of written notice in the event of the failure of First Party or its successors or assigns to do any of the other things specifically set forth in Paragraph One hereof and such default shall not have been cured within said thirty (30) days, said option to be exercised at any time after the expiration of said thirty (30) day period.
- due whether by acceleration or otherwise, holders of the Note or Trustee shall have the right to foreclose the lier hereof. In any suit to foreclose the lien hereof, there shall he allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the Note for reasonable attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the Note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the Note rate per annum, when paid or incurred by Trustee or holders of the Note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual

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of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

- 9. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in and 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 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 overplus to First Party, its legal representatives or assigns, as their rights may appear.
- 10. 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 for such receiver, of 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 homesteed 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 fill statutory period of redemption, whether there be redemption or not, as well as during any further time when First Party, its specessors 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 for 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.
- ll. The First Party hereby covenants and agrees that it will not, at any time, insist upon or plead, of in any manner whatsoever, claim or take advantage of any stay, exemption or extension law or any so-called "Moratorium Law", now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisement of the Premises, or any part hereof, prior to any sale of sales hereof to be made pursuant to any provisions herein contained, or to decree, judgment or order of any Court of competent jurisdiction; or after such sale or sales claim or exercise any rights under under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling hereof, upon foreclosure sale or other enforcement hereof. The First Party hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed on their own behalf of each and every person, excepting only decree or judgment creditors of the First Party acquiring any interest or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights or redemption of the First Party and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Chapter 110, Paragraphs 12-124 and 12-125 of the Illinois Revised Statutes. The First Party will not involve or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power or remedy herein or otherwise granted or delegated to the Trustee under this Trust

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Deed, but will suffer and permit the execution of every such right, power and remedy as though no such law or laws have been made or enacted.

- 12. The First Party, within ten (10) days after written request from the Trustee, shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not any offsets or defenses exist against such principal and interest.
- 13. (a) The First Party represents and agrees that the indebtedness evidenced by the Note secured by this Trust Deed has been incurred for the purposes specified in Section 4(1)(c) of Paragraph 6404 of Chapter 17 of the Illinois Revised Statutes, and that the indebtedness secured hereby constitutes a business loan which comes within the purview of said Paragraph 4(1)(c).
- (b) All agreements between the First Party and the Trustee (including, without limitation, this Trust Deed, the Note and any other documents securing the indebtedness secured hereby) are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid to the Trustee exceed the highest lawful rate of interest permissible under the laws of the State of Illinois. If, from any circumstances whatsoever, fulfillment of any provision hereof or of the Note or any other documents securing the indebtedness secured hereby, at the time performance of such provision shall be due, shall involve exceeding the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable hereto, then IPSO FACTO, the obligation to be fulfilled shall be reduced to the highest lawful rate of interest permissible under the laws of the State of Illinois, and if for any reason whatsoever, the Trustee shall ever receive as interest an amount which would be deemed unlawful, such interest shall be applied to the payment of the last maturing installment or installments of the indebtedness secured hereby (whether or not then due and payable) and not to the payment of interest.
- 14. 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.
- 15. 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.
- 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.

- 17. 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 Deed 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. The Trustee shall provide the First Party with written notice of any act under the Paragraph.
- The Note secured hereby is not assumable and is immediately due and payable in full upon any sale or transfer of title or any interest in the real estate given as security for the Note referenced above, or transfer or assignment of a Beneficial interest in a land trust. In addition, if the subject property is sold under Articles of Agreement for Deed by the present title iclder or a beneficiary thereof, all sums due and owing hereunder shall become immediately due and payable.
- Any provisions of this Trust Deed which is unenforceable in the state in which this Trust Deed is recorded or registered, or is invalid or contrary to the law of such state, or the inclusion of which would affect the validity, legality or enforcement of this Trust Deed, shall be of no effect, and in such case all the remaining terms and provisions of this Trust Deed shall sucsist and be fully effective according to the tenor of this Trust Deed, the same as though no such invalid portion had ever been included herein.
- All notices, demands and requests required or desired to be given hereunder shell be in writing and shall be delivered in person, by messenger, or if sent by the United States registered or certified mail, return receipt requested, postage prepaid, addressed in the case of the Maker to Lawrence B. Irwin, President of Burton Financial Management Associates, Inc., 921 N. Plum Grove Road, Schaumburg, Illinois, 60195 and in the case of the Trustee to Lawrence B. Irwin, 921 Limited Partnership, 921 North Plum Grove, Road, Schaumburg, Illinois, 60195 with a copy to Mark P. Bischoff, Barclay, Damisch & Sinson, Ltd., 230 W. Monroe, Suite 2200, Chicago, Illinois, 60606.

THIS JUNIOR TRUST DEED is executed by the indersigned Trustee, not personally, but as Trustee as aforesaid, and it is expressly understood and agreed by the parties herein, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements of the Trustee, wanted and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by LASALLE NATIONAL BANK, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee and no personal liablity or personal responsibility is assumed by, or shall at any time be asserted or enforced against LASALLE NATIONAL BANK, its agents or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either express or implied, all such personal liability, if any, being expressly waived and released by the party of the second part or holders or holders of said principal party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes and by every person now or hereafter claiming any right or security hereunder.

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IN WITNESS WHEREOF, BURTON FINANCIAL MANAGEMENT ASSOCIATES, INC. has caused these presents to be signed as of the day and year first above written.

BURTON FINANCIAL MANAGEMENT ASSOCIATES, INC.

By: AWRING D www.
L'awrence B. Irwin, President

STATE OF ILLINOIS)

COUNTY OF C O O K)

I, MARK P. BISCHOFF, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LAWRENCE B. IRWIN as President of BURTON FINANCIAL MANAGEMENT ASSOCIATES, INC., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act for the uses and purposes therein set forth.

 ${f GIVEN}$ under my hand and Notarial Seal this 29th day of October, 1986.

Notary Public actuber 1

'y commission expires: June 5, 1980

OFFICIAL SEAL "
R LYNN PETERSON
NOTALY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/1/89

COOK COUNTY, ILLINOIS FILED FOR RECORD

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LASALLE NATIONAL BANK

not personally but as Trustee Attest: ASSISTANT VICE PRESIDENT STATE OF ILLINOIS, County, ss: Rosonald Jackins I, ROSCOLLO STILLS , a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that James A. Clark ASSISTANT VICE PRESIDENT, Trust Officer of LA SALLE NATIONAL BANK , and <u>Rita Slimm Weltar</u>, of said Bank, who are personally known ASSISTANT SECRETARY to me o be the same and some those names are subscribed to the foregoing instrument as such Trust Officer and ASSISTANT SECRETARY, respectively, delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY then and there acknowledged that he, as cystodian of the corporate seal of said Bank, did afffix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth. therein set forth. GIVEN under my hand and official seal, this $\frac{29+6}{2}$ day of an.
Of County Clarks otalier, 1986. My Commission expires: My Corrected in Supriery January 2, 1989 mail to: Mark Bushy

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