

UNOFFICIAL COPY

Exoneration provisions restricting
any liability of Edgewood Bank
affixed hereto, hereby expressly
made a part hereof.
ASSUMPTION

86039817

WHEREAS, EDGEWOOD BANK, an Illinois Banking Corporation (hereinafter referred to as "Bank") is the owner and holder of that certain Note dated January 3, 1983 in the original principal amount of Four Hundred Fifty Thousand (\$450,000.00) Dollars made by LA GRANGE STATE BANK, an Illinois corporation, (now known as LA GRANGE BANK & TRUST COMPANY) of La Grange, Illinois ("Original Mortgagor") secured by Trust Deed dated January 3, 1983 from Original Mortgagor to Bank, recorded in the office of the Recorder of Deeds of Cook County, Illinois on January 5, 1983 as Document No. 26457651 (said Note and said Trust Deed being hereafter referred to as "said Note" and "said Trust Deed"), conveying the real estate in Cook County, Illinois, legally described as follows:

Lot 6 (except the East 460 feet and except the West 30 feet thereof) of the County Clerk's Division of Section 19, Township 37 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois; and

WHEREAS, all right, title and interest of the Original Mortgagor in the above described real estate was acquired by EDGEWOOD BANK, an Illinois Corporation (hereinafter referred to as "Transferee Mortgagor"), not personally but as Trustee under Trust Agreement dated January 3, 1984, known as Trust No. 199, by and through the following conveyances:

- (a) Trustee's Deed dated January 4, 1984 from La Grange Bank & Trust Company (Original Mortgagor) as Trustee under Trust Agreement dated December 27, 1977 and known as Trust No. 4647 to Constance O. Malmquist, recorded January 18, 1984 as Document No. 26933841,
- (b) Quit Claim Deed in Trust dated January 4, 1984 from Constance O. Malmquist, a woman never married, to Transferee Mortgagor and recorded January 18, 1984 as Document No. 26933842,

subject, however, to the said Trust Deed and the assumption thereof by the Transferee Mortgagor.

NOW, THEREFORE, in consideration of the foregoing, and of One Dollar (\$1.00), the receipt of which is acknowledged, and of other good and valuable consideration, the undersigned Transferee Mortgagor does hereby assume and agree to pay all sums due and payable or which shall become due and payable in accordance with the terms of said Note and Trust Deed and hereby agrees to perform and observe the terms, covenants, conditions and provisions of the said Trust Deed on the part of the Original Mortgagor to be performed and observed, the foregoing assumptions and agreements being made to the Bank for its benefit and and for the benefit of any subsequent owner and holder of said Trust Deed.

Dated this 4th day of January, 1984.

EDGEWOOD BANK, not personally but as Trustee under the provisions of the Trust Agreement dated January 3, 1984 and known as Trust No. 199

Corporate Seal

By: Edward J. Kellerman
Vice President or Assistant Trust Officer

Attest: Jean Thorsell
Assistant Secretary or Assistant Trust Officer

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President--Assistant Trust Officer and Assistant Secretary--Assistant Trust Officer of EDGEWOOD BANK, as Trustee as

86039817
1283038

UNOFFICIAL COPY

ASSOCIATION
of Illinois
Trust Companies

88033817

WHEREAS, EDGEWOOD BANK, an Illinois Banking Corporation (hereinafter referred to as "Bank") is the owner and holder of that certain Note dated January 3, 1937 in the original principal amount of Four Hundred Fifty Thousand (\$450,000.00) Dollars made by LA GRANGE STATE BANK, an Illinois corporation (now known as LA GRANGE BANK & TRUST COMPANY) of La Grange, Illinois (Original Mortgage) secured by Trust Deed dated January 3, 1937 from Original Mortgagor to Bank recorded in the office of the Recorder of Deeds of Cook County, Illinois on January 3, 1937 as Document No. 2893821 (said Note and said Trust Deed being hereinafter referred to as "said Note" and "said Trust Deed"), conveying the real estate in Cook County, Illinois, locally described as follows:

Lot 6 except the East 660 feet and except the West 30 feet thereof of the County Clerk's Division of Section 19, Township 37 North, Range 11 East of the Third Principal Meridian in Cook County, Illinois and

WHEREAS, all right, title and interest of the Original Mortgagor in the above described real estate was acquired by EDGEWOOD BANK, an Illinois Corporation (hereinafter referred to as "Trustee Mortgage"), not personally but as Trustee under Trust Agreement dated January 3, 1937, known as Trust No. 199, by and through the following conveyances:

- (1) Trustee's Deed dated January 4, 1934 from La Grange Bank & Trust Company (Original Mortgagor) as Trustee under Trust Agreement dated December 27, 1933 and known as Trust No. 4647 to Constance O. Mahanist, recorded January 18, 1934 as Document No. 2893821,
- (2) Quit Claim Deed in Trust dated January 4, 1934 from Constance O. Mahanist, a woman never married, to Trustee Mortgage and recorded January 12, 1934 as Document No. 2893822.

subject, however, to the said Trust Deed and the assumption thereof by the Trustee Mortgage.

NOW, THEREFORE, in consideration of the foregoing, and of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and of other good and valuable consideration, the undersigned Trustee Mortgage does hereby assume and agree to pay all sums due and payable on which said mortgage has and payable in accordance with the terms of said Note and Trust Deed and hereby agrees to perform and observe the terms, conditions and provisions of the said Trust Deed on the part of the Original Mortgagor to be performed and observed, the foregoing assumptions and agreements being made to the Bank for its benefit and for the benefit of any subsequent owner and holder of said Trust Deed.

Dated this 6th day of January, 1938.

EDGEWOOD BANK, not personally but as Trustee under the provisions of the Trust Agreement dated January 3, 1937 and known as Trust No. 199

Vice President or Assistant Trust Officer

Assistant Secretary or Assistant Trust Officer

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President--Assistant Trust Officer and Assistant Secretary--Assistant Trust Officer of EDGEWOOD BANK, as Trustee as

88033817
8603998

UNOFFICIAL COPY

Execution provisions reflecting any liability of Edgewood Bank affixed hereto, hereby expressly made a part hereof.

aforesaid, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President--Assistant Trust Officer 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary--Assistant Trust Officer then and there acknowledged that said Bank caused the corporate seal of said Bank to be affixed to said instrument as said Assistant Secretary's--Assistant Trust Officer's 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.

Given under my hand and Notarial Seal this 23rd day of January, 19 86.

Commission expires March 5, 19 89

E. Lemm Engobson Notary Public

This instrument was prepared by:

William H. Pokorny
William H. Pokorny, Ltd.
100 W. Plainfield Road
La Grange, Illinois 60525

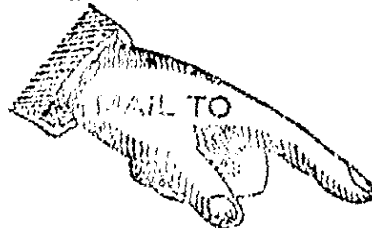
Permanent Tax ID Number: 22-19-400-016 e/c.

Address of Property:
22 West New Street
Lemont, Illinois 60439



This instrument is executed by the Edgewood Bank, not personally but solely as Trustee, under the provisions of a deed or deeds in Trust duly recorded and delivered to the Edgewood Bank in pursuance of a Trust Agreement, dated Jan 3, 1984, and known as Trust No. 139. In the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed hereunder (whether or not the same are expressed in terms covenant, promises or agreements) by the Edgewood Bank are undertaken by it solely as Trustee, as aforesaid, and not individually and no personal liability shall be asserted or be enforceable against the Edgewood Bank by reason of any of the terms, provisions, stipulations, covenants and conditions contained in this instrument.

86039817



MAIL TO:

LAW OFFICES OF
WILLIAM H. POKORNY, LTD.
100 West Plainfield Road
La Grange, Illinois 60525

-86-039817

86039817 • 86039817 • 86039817 • 86039817 • 86039817

UNOFFICIAL COPY

THIS IS A COPY OF THE ORIGINAL INSTRUMENT FILED IN THE OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS, ON [DATE] AT [TIME].

Notarially known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President-Assistant Trust Officer and Assistant Trust Officer 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 in full view and volition of said bank as Trustee and that they were duly qualified to execute the same and that the said Assistant Trust Officer and Trust Officer then and there acknowledged that said Assistant Trust Officer and Trust Officer as a condition of the corporate seal of said bank, the corporate seal of said bank to be affixed to said instrument as said Assistant Trust Officer and Trust Officer's own free and voluntary act and as the true and voluntary act of said bank, in witness whereof, I have hereunto set forth

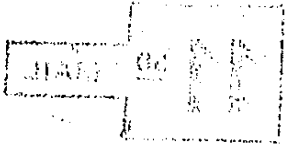
Given under my hand and Notarial Seal this _____ day of _____, 19____.

Notary Public

Commission expires _____, 19____.

This instrument was prepared by:
William H. Bokony
William H. Bokony, Ltd.
100 W. Plainfield Road
La Grange, Illinois 60525

Permanent Tax ID Number: _____
Address of Property: _____
City, State and Zip: _____



Notarially known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President-Assistant Trust Officer and Assistant Trust Officer 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 in full view and volition of said bank as Trustee and that they were duly qualified to execute the same and that the said Assistant Trust Officer and Trust Officer then and there acknowledged that said Assistant Trust Officer and Trust Officer as a condition of the corporate seal of said bank, the corporate seal of said bank to be affixed to said instrument as said Assistant Trust Officer and Trust Officer's own free and voluntary act and as the true and voluntary act of said bank, in witness whereof, I have hereunto set forth

88038817

88-038817

NOTARIAL PUBLIC
STATE OF ILLINOIS
COOK COUNTY