

UNOFFICIAL COPY

- 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 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 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.

86049519

THIS TRUST DEED is executed by the La Salle 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 La Salle 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 said First Party or on said La Salle National Bank personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express 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 La Salle 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.

IN WITNESS WHEREOF, LA SALLE NATIONAL BANK, 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.

LA SALLE NATIONAL BANK as Trustee as aforesaid and not personally,

By [Signature] ASSISTANT VICE PRESIDENT
 Attest [Signature] ASSISTANT SECRETARY

STATE OF ILLINOIS }
 COUNTY OF COOK } SS. I, James A. Clark Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that James A. Clark Assistant Vice President of the LA SALLE NATIONAL BANK, and

Rita Sylvia Walter Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered 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 said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix 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.

GIVEN under my hand and Notarial Seal, this 30th day of January, A.D. 1986.

NOTARY PUBLIC

The Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. _____ Trustee

<p style="text-align: center;">IMPORTANT</p> <p>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.</p>	<p>Prepared By <u>MAIL TO:</u> <u>First Commercial Bank of Alton, Share</u> <u>6945 N. CLARK STREET</u> <u>10626</u></p>
--	--

BOX 333-JH
 83

Box _____

TRUST DEED

LaSalle National Bank

as Trustee TO _____

Trustee _____

THE ABOVE SPACE FOR RECORDERS USE ONLY

LaSalle National Bank
 135 South La Salle Street
 CHICAGO, ILLINOIS 60690

FORM 8045 CP (6-74)

UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A PART OF TRUST DEED dated January 27, 1986 between LaSalle National Bank as Trustee under Trust Number 110748, First Party, and The First Commercial Bank, Second Party.

11. This Trust Deed and the Note which it secures, will not be assumable without the Note Holder's consent. Any sale, transfer, or further encumbrance (including but not limited to a contract sale, sale under articles of agreement for deed, or a transfer to a land trust), or any attempted sale, transfer, or further encumbrance of the undersigned's right, title, and interest to the property mortgaged hereunder, without said consent, shall render the entire Note indebtedness immediately due and payable at the Note Holder's election.

12. First Party, for itself, beneficiaries of Trust No. 110748 and on behalf of each and every person, except decree or judgement creditors of First Party in its representative capacity and of said trust estate acquiring any interest or title to the premises subsequent to the date hereof, hereby waives all rights of redemption under any decree of foreclosure under this Trust Deed. First Party represents that it is authorized and empowered by said Trust Agreement or by the person having a power of direction over First Party to effectively make the waiver contained in the proceeding sentence.

13. Beneficiaries of said Trust Number 110748 shall maintain an escrow with the Note Holder for the payment of real estate taxes and insurance premiums (as determined from time to time by the Note Holder) shall be made with the Note Holder; and each such deposit, together with the monthly principal and interest payment under the Note shall constitute the monthly installment due under this Trust Deed.

RIDER IDENTIFIED:

THE FIRST COMMERCIAL BANK

FIRST PARTY

BY

SECOND PARTY

Alan M. Share, Vice President

Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof
on Trust Deed

LA SALLE NATIONAL BANK as Trustee under

Trust No. 110748 and not personally

By: *[Signature]* Assistant
Vice President

Attest: *[Signature]* Assistant Secretary

86049519