

UNOFFICIAL COPY

release homestead rights, if any, (b) is not personally liable in the Note or under this Trust Deed, and (c) agrees that the holder of the Note and any other Granter hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Trust Deed or the Note, without that Granter's consent and without releasing that Granter or modifying this Trust Deed as to that Granter's interest in the Premises.

11. 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 its agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

12. 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.

13. 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.

14. 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.

15. The Note secured hereby is not assumable and is immediately due and payable in full upon transfer of title or any interest in the premises given as security for the Note, referenced above, or transfer or assignment of the Beneficial Interest of the Land Trust executing this Trust Deed. In addition, if the premises is sold under Articles of Agreement for Deed by the present title holder, or any beneficiary of a title holding Trust, all sums due and owing hereunder shall become immediately due and payable.

16. Any provision of this Trust Deed which is unenforceable or is invalid or contrary to the law of Illinois 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 subsist and be fully effective the same as though no such invalid portion had ever been included herein.

17. If this Trust Deed is executed by a Trust, Beverly Bank executes this Trust Deed as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by Trustee and the Holder of the Note herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note

secured by this Trust Deed shall be construed as creating any liability on Beverly Bank personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any reliance on this Trust Deed and the Note secured hereby shall be solely against and out of the Premises hereby conveyed by enforcement of the provisions hereof and of said Note, and that this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note.

IN WITNESS WHEREOF, Granter(s) has/have executed this Trust Deed.

Individuals

Individual Granter: Raymond E. Scott
 Date: 1-23-67

Individual Granter: Paul L. Scott
 Date: 1-23-67

Individual Granter: Raymond E. Scott and Paul L. Scott
 Date: 1-23-67

Trust: Beverly Bank
 Date: 1-23-67

COOK COUNTY RECORDER
 \$11.00
 15000 S. MICHIGAN 1147 01/26/67 1180300
 12991 C * -87-042611

ATTEST: Patricia Ralphson
 Asst. Trust Officer

Raymond E. Scott and Paul L. Scott
 Trust Officer

STATE OF ILLINOIS)
 COUNTY OF COOK) SS: Raymond E. Scott and Paul L. Scott
 personally known to me to be the same person whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, with the release and waiver of homestead rights.

GIVEN under my hand and official seal, this 23rd day of January, 1967.

Patricia Ralphson
 Notary Public
 My Commission Expires August 1967

STATE OF ILLINOIS)
 COUNTY OF COOK) SS: Patricia Ralphson
 I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Patricia Ralphson, Trust Officer

President of Beverly Bank
 and Dorothy M. Flais, Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 23rd day of January, 1967.

Patricia Ralphson
 Notary Public
 My Commission Expires Dec. 2, 1967

BOX 90

11987018

37048611

This instrument was prepared by and please mail to:
James P. Michalek, C/O Beverly Bank, Box 90
1357 W. 103rd St., Chicago, IL 60643
 (Name and Address)