

UNOFFICIAL COPY

6. Upon or at any time after the filing of this instrument, the court in its discretion may appoint a receiver to take possession of the property...

5. The proceeds of any foreclosure sale of the premises shall be distributed and paid in the following order of priority: First, on account of all costs and expenses incurred...

4. When the indebtedness hereby secured shall become due and payable by acceleration or otherwise, the holder of the note or Trustee shall have the right to foreclose the lien...

3. At the option of the holder of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this Trust Deed shall not withstanding...

2. The Trustee or the holder of the note hereby secured hereby authorized public officers without inquiry into the accuracy of such public statements or estimate of value, to assess...

1. Until the indebtedness hereby secured shall be fully paid, and in case of the failure of First Party, its successors or assigns to (1) promptly repair, restore or rebuild any building...

IT IS FURTHER UNDERSTOOD AND AGREED THAT TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth...

TOWARD WITH ALL IMPROVEMENTS, TENEMENTS, CASEMENTS, EASEMENTS, RIGHTS, AND APPURTENANCES HERETO BELONGING, AND ALL RENTS, ISSUES AND PROFITS THEREOF FOR SO LONG AND DURING...

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

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87394890

Handwritten notes and stamps: Cook County Clerk's Office, Cook County, Illinois, 1987 JUL 17 PM 3:13, FILED FOR RECORD, COOK COUNTY, ILLINOIS, P.O. No. 20-09-47-037 (28, 073, 076, 077), Parcel 1, 42, N 1/2, S 1/3, L 44, 87394890

1300

# 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 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.
- 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 of identification 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.

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 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, Corinne Bek

Assistant Vice President of the LA SALLE NATIONAL BANK, and

Clifford Scott Rudloff

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 14<sup>th</sup> day of July A.D. 19 87

My Commission Expires January 2, 1989

NOTARY PUBLIC

719455

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

CHICAGO TITLE & TRUST COMPANY, TRUSTEE

ASST. SECRETARY

<b>IMPORTANT</b>	Prepared By
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.	<u>[Signature]</u>

Box

**TRUST DEED**

**LaSalle National Bank**

as Trustee TO

Chicago Title and Trust Company

as Trustee

BOX 333 - HV

THE ABOVE SPACE FOR RECORDERS USE ONLY

**LaSalle National Bank**

135 South La Salle Street  
CHICAGO, ILLINOIS 60690

FORM 8045 AP 10 741

Mail To:

TISHLER & WALD, LITE.  
Xerox Centre  
55 W. Monroe Street  
Chicago, Illinois 60603

06884620  
0739A890

87394890

Property of Cook County Illinois

719455

PARCEL 3: THE NORTH 1/3 OF LOT 6 (EXCEPT THAT PART TAKEN FOR STREET AND ALLEY) IN THE PARTITION OF LOTS 34, 35, 38 AND 39 IN BLOCK 1 IN CAR'S RESUBDIVISION OF SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF LOT 3 IN THE SUBDIVISION OF LOT 38 IN THE PARTITION OF LOTS 34, 35, 38 AND 39 IN BLOCK 1 IN CAR'S RESUBDIVISION OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE SOUTH EAST 1/4 OF MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF WEST GARFIELD BOULEVARD WITH THE EASTERLY LINE OF PRINCETON AVENUE, THENCE NORTHERLY ALONG EASTERLY LINE OF PRINCETON AVENUE 50 FEET 6 INCHES, THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF WEST GARFIELD BOULEVARD 87 FEET 4 INCHES TO A POINT; THENCE SOUTH PARALLEL WITH EASTERLY LINE OF PRINCETON AVENUE 50 FEET 6 INCHES TO A POINT ON NORTHERLY LINE OF WEST GARFIELD BOULEVARD; THENCE WESTERLY ALONG NORTHERLY LINE OF WEST GARFIELD BOULEVARD 87 FEET 4 INCHES TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS

SUB PARCEL 2: THE NORTHERLY 16 FEET OF LOT 3 AND LOT 4 (EXCEPT THE EASTERLY 45 FEET, 5 1/4 INCHES OF SAID LOT 4) IN THE PARTITION OF LOTS 34, 35, 38 AND 39 ON BLOCK 1 IN CAR'S RESUBDIVISION OF KEDZIE'S SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

LOT 1 (EXCEPT THE NORTH 41 FEET THEREOF), LOTS 2, 3 AND 4 (EXCEPT THE SOUTH 50 FEET 6 INCHES OF THE WEST 87 FEET 4 INCHES OF LOT 3 AND EXCEPT THE EAST 10 FEET OF LOT 4 AND EXCEPT THE NORTHERLY 16 FEET OF EACH OF SAID LOTS 3 AND 4) IN THE PARTITION OF LOTS 34, 35, 38 AND 39 IN BLOCK 1 IN CAR'S RESUBDIVISION OF KEDZIE'S SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

PARCEL 1: SUB PARCEL 1:

EXHIBIT A: LEGAL DESCRIPTION