

UNOFFICIAL COPY

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7. Trustee or the holder of the note shall have the right to present the premises at a reasonable time and access thereto that is permitted for that purpose.

8. Trustee has no duty to examine the title, location, lease 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 retain 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 subject to the rider attached and made a part of this Trust Deed.

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 Joseph W. Lang ASSISTANT VICE PRESIDENT

Attest: Rosemary Collins ASSISTANT SECRETARY

Kathy Pachna

a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

JOSEPH W. LANG Assistant Vice President of the LA SALLE NATIONAL BANK, and

Rosemary Collins 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 27th day of October A.D. 1988

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

726294

"OFFICIAL SEAL"

Kathy Pachna
Notary Public, State of Illinois

<p>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</p> <p>CHICAGO TITLE & TRUST COMPANY, TRUSTEE</p> <p><u>[Signature]</u> ASST. SECRETARY</p>
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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1988 OCT 27 PM 3:19

8494919

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 AP 16-741

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where the term "Mortgage" has been used in the above paragraph, it shall be construed to mean the holder of the Note. The First Party hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of the Mortgage, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

In the event that the Mortgage shall convey title to or otherwise suffer or permit its equity of redemption in the property described in this mortgage to become vested in any person or persons other than the Mortgagee or a successor trustee under the Trust Agreement as Trustee of which Mortgage has executed this mortgage, or in the event that the present owner or owners of all or any part of the benefited interest under the hereinabove described Trust Agreement, as Trustee of which Mortgage has executed this mortgage, shall cause or permit any conveyance of all or any part of their interest under the Trust Agreement, or cause or permit said interest, to become vested in any manner or proportion different from that existing on the date of this mortgage (except when the difference in such manner or proportion results solely from a bequest or operation of law upon the death of any such owner who is an individual) then in either such event, Mortgage is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare all sums secured hereby immediately due and payable and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagee, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately. Acceptance by the Mortgagee of any mortgage payments made by any person or persons other than the Mortgagee shall not be deemed a waiver by the Mortgagee of its rights to require or enforce performance of this provision or to exercise the remedies hereunder. For the purposes of this provision, the word "person" means an individual, a corporation, a partnership, an association, or a joint stock company, a trust, any unincorporated organization, or a governmental or political subdivision thereof or any one or more or combination of the foregoing. Whenever the mortgagee shall elect to declare all sums secured hereby immediately due and payable in accordance with this provision, it shall give written notice to the Mortgagee and to the Mortgagee's successors in title not less than thirty (30) days prior to the effective date of such acceleration. Such notice shall be deemed to have been given upon the mailing thereof by registered or certified mail, postage prepaid, addressed to the last known address of the Mortgagee and of the Mortgagee's successors in title as recorded upon the books of the Mortgagee, but if no such address be so recorded then to the address of the mortgaged property.

The Mortgagee further agrees to deposit with the Northwest National Bank of Chicago on each monthly payment date an amount equal to 1/12th of the general real estate taxes for the current year and of the annual hazard insurance premiums on the real estate secured by the mortgage described above.

TO CHICAGO TITLE AND TRUST COMPANY, TRUSTEE

From Insull National Bank as Trustee U/I #26-8147-00

RIDER ATTACHED TO TRUST DEED DATED October 20, 1988

(BUSINESS)

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