

UNOFFICIAL COPY

November 30,

19 88, between

This Indenture, Made Beverly Trust Company

Mount Greenwood Bank, an Illinois Banking Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement

dated October 22, 1965

and known as trust number 8-0735

herein referred to as "First Party," and Mount Greenwood Bank

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed principal notes bearing even date herewith in the TOTAL PRINCIPAL SUM OF

Eight Hundred and Ten Thousand Dollars and no/100 --- (\$810,000.00)----- DOLLARS.

made payable to BEARER and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said

Trust Agreement and hereinafter specifically described, the said principal sum in

instalments as follows: Interest Only DOLLARS,

on the * day of * 19, and Interest Only DOLLARS

on the * day of each * thereafter, to and including the

* day of * 19, with a final payment of the balance due on the 30th

day of September 1989, with interest from disbursement on the principal bal-

ance from time to time unpaid at the rate of 11.50%** per cent per annum payable

quarterly; each of said instalments of principal bearing interest after maturity at the maximum rate permitted by law per annum, and all of said principal and interest being made payable at such banking house or trust

company in Chicago Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such

appointment, then at the office of Mount Greenwood Bank in said city.

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the

COUNTY OF DU PAGE AND STATE OF ILLINOIS, to-wit:

PARCEL 2: LOT ONE (1) AND LOT TWO (2) IN BLOCK ONE (1) IN J. S. HOVLAND'S KEOZIE AVENUE SUBDIVISION OF THE WEST HALF (1/2) OF THE WEST HALF (1/2) OF THE NORTH WEST QUARTER (1/4) OF THE NORTH WEST QUARTER (1/4) OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Common Address: 3135 W. 111th St, Oak Hill, P.O. # 24-24-100-005-0000 24-24-100-006-000

PARCEL 3: NORTH 40 FEET OF LOT 1 IN BLOCK 36 IN YOUNG'S ADDITION TO BLUE ISLAND, IN THE EAST 1/2 OF THE NORTH EAST 1/4 IN SECTION 36, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.O. # 24-36-232-000 Common Address: 13030-13032 S. Western Ave, Blue Island, Ill. 0000

PARCEL 4: THAT PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF THE CHICAGO AND JOLIET ROAD (UNITED STATES ROUTE 66, AS NOW PLATTED AND RECORDED) DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 34, (SAID LINE ALSO BEING THE EAST LINE OF KRUGER'S ASSESSMENT PLAT, DOCUMENT 602162), WITH THE NORTH RIGHT OF WAY LINE OF SAID CHICAGO AND JOLIET ROAD (AS NOW PLATTED AND RECORDED), THENCE EASTERLY ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 293 FEET FOR A POINT OF BEGINNING; THENCE SOUTHERLY ON AN ANGLE TO THE RIGHT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 51.5 FEET TO THE CENTER LINE OF SAID CHICAGO AND JOLIET ROAD (AS NOW PLATTED AND RECORDED), THENCE WESTERLY ALONG SAID CENTER LINE, A DISTANCE OF 240.06 FEET TO A POINT WHICH IS 44.94 FEET EASTERLY OF THE INTERSECTION OF THE SAID WEST LINE OF THE SOUTH EAST 1/4 OF SECTION 34, AND CENTER LINE OF SAID CHICAGO AND JOLIET ROAD, AS MEASURED ALONG SAID CENTER LINE; THENCE NORTHERLY ON AN ANGLE TO THE RIGHT OF 99 DEGREES 19 MINUTES, A DISTANCE OF 702.15 FEET TO THE NORTH WEST CORNER OF SAID SOUTH EAST 1/4 OF SECTION 34; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTH EAST 1/4 OF SECTION 34, A DISTANCE OF 267.1 FEET; THENCE SOUTHERLY 666.7 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID CHICAGO AND JOLIET ROAD (AS NOW PLATTED AND RECORDED) AND POINT OF BEGINNING EXCEPT THAT PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF THE CHICAGO AND JOLIET ROAD (UNITED STATES ROUTE 66 AS NOW PLATTED AND RECORDED) DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 34, WITH THE NORTH RIGHT OF WAY LINE OF THE CHICAGO AND JOLIET ROAD (UNITED STATES ROUTE 66 AS NOW PLATTED AND RECORDED); THENCE EASTERLY ALONG THE SAID NORTH RIGHT OF WAY LINE OF CHICAGO AND JOLIET ROAD 202.0 FEET FOR A POINT OF BEGINNING; THENCE SOUTHERLY ON AN ANGLE TO THE RIGHT OF THE LAST DESCRIBED COURSE OF 100 DEGREES 41 MINUTES, A DISTANCE OF 51.3 FEET TO THE CENTER LINE OF SAID CHICAGO AND JOLIET ROAD; THENCE WESTERLY ALONG SAID CENTER LINE, 150.0 FEET; THENCE NORTHERLY ON AN ANGLE TO THE RIGHT OF THE LAST DESCRIBED COURSE OF 99 DEGREES 19 MINUTES, A DISTANCE OF 510.4 FEET; THENCE EASTERLY ON AN ANGLE TO THE RIGHT OF LAST DESCRIBED COURSE 94 DEGREES 05 MINUTES, A DISTANCE OF 166.9 FEET; THENCE SOUTHERLY ON AN ANGLE TO THE RIGHT OF THE LAST DESCRIBED COURSE 421.1 FEET TO THE POINT OF BEGINNING. IN DU PAGE COUNTY, ILLINOIS. P.O. # 09-34-400-000-0000 17 W. 444 S. Cottage Road, Darien, Illinois

PARCEL 5: THE SOUTH 95 FEET OF THE NORTH 221.06 FEET OF THE WEST 217.0 FEET OF THE EAST 267.0 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS. P.O. # 09-33-203-005-0000 9 S. 020 Cass Ave, Darien, Ill.

EXEMPTION PROVIDED BY STATUTE OF THE STATE OF ILLINOIS, CHAPTER 110, SECTION 11-1, DOES NOT APPLY TO THIS INSTRUMENT BECAUSE THE PARTIES HERETO HAVE EXPRESSLY WAIVED A PART HEREOF.

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6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereon, in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, notary fees for documentary and expert evidence, after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to the Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the maximum rate permitted by law per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the case of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, lien or title or claim thereof.

1. Until the indebtedness aforesaid 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 buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanicals or other liens or claims for lien or charge on the premises superior to the lien hereof; and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee or to the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to pay the maximum rate permitted by law per annum, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the maximum rate permitted by law per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

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 trust herein set forth.

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Book 1387

First Party or its successors or assigns shall be considered as constituting part of the real estate not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a party with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-a-door beds, awnings, stoves and water heaters, All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

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Blumenthal

RECORDED BY PAGE 000117

898-140144

RECORDED 11/11/88

*Interest only payable quarterly commencing December 30, 1988 and payable at the end of each quarter thereafter. *1.00% over the Continental Bank Floating prime rate adjustable quarterly.

83055

580334

SEE ATTACHED RIDER

ACCOUNT OF DU FABRE

Property of Cook County Clerk's Office

19 88 between

November 30, Made Haverly Trust Company

This Indenture

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

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid 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 buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the maximum rate permitted by law per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, or lien or title or claim thereof.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the maximum rate permitted by law per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application

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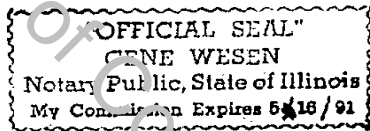
STATE OF ILLINOIS

COUNTY OF COOK

ss.

I, THE UNDERSIGNED
 a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY
 that ALVINE POLIKOFF
SR. TRUST OFFICER OF BEVERLY TRUST CO
Vice-President of Mount Greenwood Bank, and
ALICE PAGE, Assistant Trust Officer of said
 Bank, who are personally known to me to be the same persons whose names are sub-
 scribed to the foregoing instrument as such Vice-President, 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 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 Trust Officer, then and there acknowledged
 that, as custodian of the corporate seal of said Bank, did affix the corpor-
 ate seal of said Bank to said instrument as, 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 NOVEMBER A.D. 1988



Gene Wesen
 Notary Public.

The Installment Note mentioned in the
 within Trust Deed has been identified here-
 with under Identification No. _____
 Trustee.

IMPORTANT
 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.

Box

TRUST DEED

Beverly Trust Company
Mount Greenwood Bank

as Trustee

To

MOUNT GREENWOOD BANK
3052 W. 111th ST. CHGO

Trustee

Property Address:

ENTERPRISE LAND TITLE, LTD.
9959 Roberts Road
Palos Hills, IL 60465

Mount Greenwood Bank
 3052 W. 111th Street
 Chicago, Illinois 60655
 445-4500

123340 - S.H. Co.

TRUST DEPARTMENT

18.00

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26678588

Notary Public.

[Signature]

GIVEN under my hand and notarial seal, this 19th day of November A.D. 1980.

the uses and purposes therein set forth. free and voluntary act of said Bank as Trustee as aforesaid, for instrument as her own free and voluntary act and as the said Bank, did affix the corporate seal of said Bank to said acknowledged that she as custodian of the corporate seal of Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer, then and there voluntary act and as the free and voluntary act of said Bank, as signed and delivered the said instrument as their own free and appeared before me this day in person and acknowledged that they persons whose names are subscribed to the foregoing instrument as of said Bank, who are personally known to me to be the same and Kathleen M. Wray Cashier Assistant Trust Officer

state aforesaid. DO HEREBY CERTIFY that J. T. O'Connor a Notary Public, in and for said County, in the

I understand

County of Cook

SS.

STATE OF ILLINOIS

Cashier

[Signature]
ATTEST Assistant Trust Officer

Asst. Vice President
Trust Officer

By: J. T. O'Connor

ALSHIP BANK
As Trustee as aforesaid and
not personally

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ATTACHMENT TO TRUST DEED

1ST NATIONAL BANK OF BLUE ISLAND
As Trustee as aforesaid and
not personally,

EXONERATION PROVISION RESPECTING ANY LIABILITY OF THE
FIRST NATIONAL BANK OF BLUE ISLAND, ATTACHED HERETO OR
STAMPED HEREOF IS HEREBY EXPRESSLY MADE A PART HEREOF.

By: _____
Vice President
Trust Officer

ATTEST _____
Assistant Trust Officer

THIS TRUST DEED IS EXECUTED BY THE FIRST NATIONAL BANK OF BLUE ISLAND, 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 First National Bank of Blue Island 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 an liability on the said First Party or on said First National Bank of Blue Island personally to pay the 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 First National Bank of Blue Island 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, First National Bank of Blue Island, 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.

FIRST NATIONAL BANK OF BLUE ISLAND, NOT
PERSONALLY, BUT AS TRUSTEE UNDER TRUST # 83055

By William H. Thomson Assistant Vice-President

Attest Michael Scudder Assistant Secretary

STATE OF ILLINOIS

COUNTY OF COOK

SS. William H. Thomson

I, HILDE TYTZ

CERTIFY, that Michael Scudder Assistant Vice-President of the FIRST NATIONAL BANK OF BLUE ISLAND, and Michael Scudder Assistant Secretary of said Company, 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 the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of December, 1988

Hilde Tytz Notary Public

IMPORTANT My commission expires July 8, 1989 Note mentioned in the within Trust Deed has

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.

been identified herewith under Identification No. _____

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Trustee

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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 the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustees as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of December, 1985

Walter T. [Signature] Notary Public

IMPORTANT

My commission expires ~~July 8, 1989~~ July 8, 1988 Note mentioned in the within Trust Deed has

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.

been identified herewith under Identification No. _____

88587997

Trustee

UNOFFICIAL COPY

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88587997

STATE OF ILLINOIS
 ss. County of Cook
 I, a Notary Public, in and for said County, in the state aforesaid. DO HEREBY CERTIFY that _____; Vice-President of 1st National Bank of Blue Island, and _____ Assistant Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, 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 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 Trust Officer, then and there acknowledged that _____, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as _____ 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 _____ day of _____ A.D. 19____.

 Notary Public.

Proprietary Clerk's Office

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ATTACHMENT TO TRUST DEED

1ST NATIONAL BANK OF BLUE ISLAND
As Trustee as aforesaid and
not personally,

EXONERATION PROVISION RESTRICTING ANY LIABILITY OF THE
FIRST NATIONAL BANK OF BLUE ISLAND, ATTACHED HERETO OR
STAMPED HEREON IS HEREBY EXPRESSLY MADE A PART HEREOF.

By: _____
Vice President
Trust Officer

ATTEST _____
Assistant Trust Officer

THIS TRUST DEED IS EXECUTED BY THE FIRST NATIONAL BANK OF BLUE ISLAND, 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 First National Bank of Blue Island 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 the said First Party or on said First National Bank of Blue Island personally to pay the 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 First National Bank of Blue Island 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, First National Bank of Blue Island, 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.

FIRST NATIONAL BANK OF BLUE ISLAND, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST # 80032

By: William H. Thomson Vice-President

Attest: Michael Scudder Assistant Secretary

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, HILDE TYTZ
a Notary Public in and for said County, in the state aforesaid, DO HEREBY

CERTIFY, that William H. Thomson Assistant Vice-President of the FIRST NATIONAL BANK OF BLUE ISLAND, and Michael Scudder Assistant Secretary of said Company, 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 the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 18th day of December, 1988

Hilde Tytz Notary Public

My commission expires July 8, 1989

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.

been identified herewith under Identification No. _____

Trustee

85587597

16628588

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10010588

CERTIFY, that WILLIAM H. THOMPSON Assistant Vice-President of the FIRST NATIONAL BANK OF BLUE ISLAND, and MICHAEL SCUDDER Assistant Secretary of said Company, 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 the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 18th day of December, 19 88

[Signature] Notary Public

IMPORTANT My commission expires July 8, 1989. Instrument No. mentioned in the within Trust Deed has

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HERE IN BEFORE THE TRUST DEED IS FILED FOR RECORD.

been identified herewith under Identification No. _____

Trustee

88587997

Notary Public.

day of _____ A.D. 19____.

GIVEN under my hand and notarial seal, this _____ day of _____, 19____.

the uses and purposes therein set forth.

free and voluntary act of said Bank, as Trustee as aforesaid, for

said instrument as _____ own free and voluntary act and as the

seal of said Bank, did affix the corporate seal of said Bank to

acknowledged that _____, as custodian of the corporate

set forth; and the said Assistant Trust Officer, then and there

Bank, as Trustee as aforesaid, for the uses and purposes therein

free and voluntary act and as the free and voluntary act of said

that they signed and delivered the said instrument as their own

tively, appeared before me this day in person and acknowledged

ment as such Vice-President, and Assistant Trust Officer, respec-

same persons whose names are subscribed to the foregoing instru-

Officer of said Bank, who are personally known to me to be the

Assistant Trust _____

Island, and _____

State aforesaid. DO HEREBY CERTIFY that _____ Vice-President of 1st National Bank of Blue

a Notary Public, in and for said County, in the _____

I _____

County of Cook _____

STATE OF ILLINOIS _____

847091-888

Property Clerk's Office