

12. The Mortgagor hereby waives any and all rights or redemption from sale under any order or decree foreclosing this Trust deed.

The program of the Trust and Trust Act of the State of Texas shall be applicable to this trust deed.

11. Before recording this trust deed, Trustee or mortgagee shall receive for his services as set forth herein by his not public in effect when the trust deed is recorded. Trustee or mortgagee shall have the benefit of this program and hereby waives any and all rights or redemption from sale under any order or decree foreclosing this Trust deed.

10. Trustee may require by instrument in writing filed in the office of the Recorder or Register of Deeds in which this instrument shall have been recorded or filed, in case of the instrument, liability or release of the trust deed, the (then) Recorder of Deeds of the county in which the instrument is recorded or filed.

9. Trustee shall require the Trust deed and the Trust deed by proper assignment from assignor of equitable interest in the property described in the instrument in writing filed in the office of the Recorder or Register of Deeds in which this instrument shall have been recorded or filed.

8. Trustee shall require the Trust deed and the Trust deed by proper assignment from assignor of equitable interest in the property described in the instrument in writing filed in the office of the Recorder or Register of Deeds in which this instrument shall have been recorded or filed.

7. Trustee shall require the Trust deed and the Trust deed by proper assignment from assignor of equitable interest in the property described in the instrument in writing filed in the office of the Recorder or Register of Deeds in which this instrument shall have been recorded or filed.

6. Trustee shall require the Trust deed and the Trust deed by proper assignment from assignor of equitable interest in the property described in the instrument in writing filed in the office of the Recorder or Register of Deeds in which this instrument shall have been recorded or filed.

5. Trustee shall require the Trust deed and the Trust deed by proper assignment from assignor of equitable interest in the property described in the instrument in writing filed in the office of the Recorder or Register of Deeds in which this instrument shall have been recorded or filed.

4. Trustee shall require the Trust deed and the Trust deed by proper assignment from assignor of equitable interest in the property described in the instrument in writing filed in the office of the Recorder or Register of Deeds in which this instrument shall have been recorded or filed.

3. Trustee shall require the Trust deed and the Trust deed by proper assignment from assignor of equitable interest in the property described in the instrument in writing filed in the office of the Recorder or Register of Deeds in which this instrument shall have been recorded or filed.

2. Trustee shall require the Trust deed and the Trust deed by proper assignment from assignor of equitable interest in the property described in the instrument in writing filed in the office of the Recorder or Register of Deeds in which this instrument shall have been recorded or filed.

1. Trustee shall require the Trust deed and the Trust deed by proper assignment from assignor of equitable interest in the property described in the instrument in writing filed in the office of the Recorder or Register of Deeds in which this instrument shall have been recorded or filed.

6206796A

THIS Trust Deed is executed by First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois), not individually but solely as Trustee, as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said First Bank and Trust Company of Illinois hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained or in said Note contained shall be construed as creating any liability on the said party of the first part or on said First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois) individually to pay the said Note or any indebtedness accruing hereunder, or to perform any covenants, either express or implied, herein contained, all such liability, if any, being expressly waived by said party of the second part and by every person now or hereafter claiming any right or security hereunder, and so far as the party of the first part and its successor and First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois) individually are concerned, the legal holder or holders of said Note and any persons to whom any indebtedness may be due 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.

IN WITNESS WHEREOF, First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois), not personally but as Trustee under the provisions of a Trust Agreement dated October 5, 1978 and known as Trust Number 10-1208, has caused these presents to be signed by its Vice President and Assistant Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, this 12th day of February, 1988.

FIRST BANK AND TRUST COMPANY OF ILLINOIS  
 (formerly known as First Bank and Trust Co., Palatine, Illinois), as Trustee under Trust No. 10-1208 and not individually.

BY: Carl Wegmann  
 Vice President

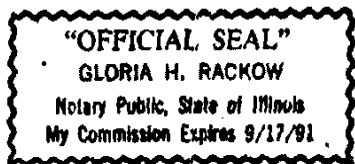
ATTEST: Gatherine Biancalana  
 Assistant Trust Officer

5606706A

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

I, Gloria H. Rackow a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Carl Wegmann, Vice President and Gatherine Biancalana, Assistant Trust Officer, of First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois), 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer, then and there acknowledged that she, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as her 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 12th day of February, A.D., 1988.



Gloria H. Rackow  
 Notary Public

TRUST DEED

UNOFFICIAL COPY

86067864

FIRST BANK and TRUST COMPANY OF ILLINOIS (Fka; First Bank & Trust Co., Palatine) 1988, between not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated October 5, 1978 and known as Trust number 10-1208, herein referred to as "First Party," and LAWRENCE A. SHERMAN herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS, Virgil M. West and Sandra Jean West have executed a certain promissory note of even date herewith payable to PURITAN FINANCE CORPORATION, an Illinois corporation.

NOW THEREFORE, at the direction of the beneficiaries under the above-described Trust Agreement, First Party promises to pay out of the portion of the Trust Estate subject to the Trust Agreement and hereinafter specifically described the said sum of One Hundred Fifty Six Thousand and no/100 -(\$156,000.00)- DOLLARS in installments as follows: Twenty Six Hundred and no/100 -(\$2,600.00)- DOLLARS on the 4th day of March, 1988, and Twenty Six Hundred and no/100 -(\$2,600.00)- DOLLARS on the 4th day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 4th day of February, 1993, and all of said principal and interest being made payable at such place in Chicago, Illinois as the holder or holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of PURITAN FINANCE CORPORATION, 55 West Monroe Street in said City.

GIVE, THE FIRST: 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, done by these presents grant, remise, release, quit and convey unto the Trustee, His successors and assigns, the following described Real Estate situated, lying and being in the

COUNTY OF COOK AND STATE OF ILLINOIS, to-wit:

Lots 1, 2 and 5 in Block A in Town of Palatine, a Subdivision in the South East 1/4 of Section 15, and the South West 1/4 of Section 14, Township 42 North, Range 10 East of the Third Principal Meridian according to the Plat thereof recorded December 7, 1855 in Block 98 of Maps, Page 28, Lot 7 (except the Southerly 26.6 Feet) in said Block 'A' in Joel Woods Addition to Town of Palatine, aforesaid, in Cook County, Illinois.

PERMANENT REAL ESTATE TAX NUMBER(S): 02 15 413 004 - Lot 2 02 15 413 005 - Lot 1 02 15 413 006 - Lot 5 02 15 413 007 - Lot 7

which with the property hereinafter described, is referred to herein as the "premises." TO-WIT: With all improvements, incements, ornaments, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, His successors or assigns may be entitled therein (which are pledged primarily and secondarily 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, steam drains and windows, floor coverings, machine beds, ceilings, 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 His successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, His successors and assigns, forever, for the purposes, and upon the terms and trusts 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, His successors or assigns to: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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 first lien; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior in the first lien; and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (e) refrain from making material alterations in said premises except as required by law or municipal ordinance; (f) pay before any penalty attaches all parcel 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; (g) pay in full under process, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (h) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the insurer is required by law or law in force or in use) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of repairing or rebuilding the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or

MAIL TO:

PURITAN FINANCE CORPORATION

FOR RECORDER'S INDEX PURPOSES: INSERT STREET ADDRESS (IF ANY) DESCRIBE PROPERTY HERE

108 N. Brockway

PLACE IN RECORDER'S OFFICE BOX NUMBER 390

Palatine, Illinois

86067864

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DEPT-02-REC-198  
101111 TMM 11/27 02/16/00 18:43:00  
4417 \* 00-07664  
COOK COUNTY RECORDER  
319.00

Property of Cook County

10. Trustees for the benefit of the holders of the notes, with rights to be exercised by the trustee...  
9. Trustees for the benefit of the holders of the notes, with rights to be exercised by the trustee...  
8. Trustees for the benefit of the holders of the notes, with rights to be exercised by the trustee...  
7. Trustees for the benefit of the holders of the notes, with rights to be exercised by the trustee...  
6. Trustees for the benefit of the holders of the notes, with rights to be exercised by the trustee...  
5. Trustees for the benefit of the holders of the notes, with rights to be exercised by the trustee...  
4. Trustees for the benefit of the holders of the notes, with rights to be exercised by the trustee...  
3. Trustees for the benefit of the holders of the notes, with rights to be exercised by the trustee...  
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1. Trustees for the benefit of the holders of the notes, with rights to be exercised by the trustee...

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