

This Indenture, Made January 27 19 89, between Devon Bank, an Illinois Corporation, Chicago, Illinois, 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

May 1, 1987 and known as trust number 5349

herein referred to as "First Party," and Chicago Title and Trust Company,

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the PRINCIPAL SUM OF SIX HUNDRED THOUSAND AND NO/100THS (\$600,000.00) 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 and interest

from date of disbursement on the balance of principal remaining from time to time unpaid at the rate One and One-Half (1.50%) per cent per annum in excess of the Prime Rate of interest as announced and established from time to time by Exchange National Bank of Chicago, Illinois, in instalments as follows: interest only, monthly, commencing

on the 1st day of March 19 89 and continuing therefrom

on the 1st 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

1st day of August 19 91. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of eight per cent per annum, and all of said principal and interest being made payable at such banking house

or trust company in Chicago in excess of the Prime Rate of interest as announced and established from time to time by the Exchange National Bank of 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 Devon Bank, 6445 N. Western,

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 City of Chicago COUNTY OF

Cook AND STATE OF ILLINOIS, to-wit:

OUT LOT 3

That part of Blocks 3,4,5,6,7 and 8 in Peter Shimp's Subdivision of that part of the South East Quarter of the South East Quarter of Section 9, Township 38 North, Range 14 East of the Third Principal Meridian lying West of the R.I.R.R. together with the vacated alleys and vacated streets and streets to be vacated (Excepting the West 7 feet of said blocks 3,6 and 7 taken for widening South Wentworth Avenue) in Cook County, Illinois, taken as a tract, described as follows:

NOTE: The West line of said tract is "Due North-South" for the following courses:

Beginning at a point in the West line of said tract that is 303 feet North of the South West corner of said tract; thence due North on said West line, 215.0 feet; thence North 89 degrees 45' East parallel with the South line of said tract, 90.0 feet; thence due South parallel with said West line, 106.51 feet to a point of tangency with a curved line; thence Southeasterly on said curve, convex to the West and having a radius of 300 feet, an arc length of 110.92 feet to a point in a line that is 303 feet North of the said South line of said tract; thence South 89 degrees 45' West on said line, 110.27 feet to the place of beginning.

Permanent Index Number: 20-09-419-032 & 20-09-420-032 THRU 039 & 20-09-421-027,037 & 038 Common Address: N.E. CORNER OF GARFIELD BLVD. AND WENTWORTH AVENUE, CHICAGO, ILLINOIS SEE RIDER ATTACHED TO, AND MADE PART OF, THIS INSTRUMENT. 60645

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 parity 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, inador 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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Five (5.0%)

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TRUST DEED

DEVON BANK

as Trustee

To

Trustee

DEVON BANK  
6445 N. Western Avenue  
Chicago, Illinois

Form 114 C.A.I.

C.A.I. 8

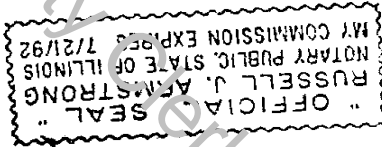
The Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. **7788608**

CHICAGO TITLE & TRUST COMPANY, TRUSTEE  
*[Signature]*  
ASST. SECRETARY

This instrument prepared by: Stephen Gary Politkovicz, 6445 N. Western Avenue, Chicago, Illinois 60645.

**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.

Property of Cook County Clerk's Office



GIVEN under my hand and notarial seal, this 5th day of April, A. D. 1989  
I, Russell J. Armstrong, Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Peter B. May Trust Officer  
Vice-President of the DEVON BANK of Chicago, Illinois, and Catherine Collins Trust Administrator  
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 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the 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.

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STATE OF ILLINOIS }  
COUNTY OF COOK } SS.

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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 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, 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 rate of seven per cent 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, tax 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 rate of eight per cent 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 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.

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TRUST ADMINISTRATOR

Assistant Secretary

ATTEST

By

Vice-President

DEVON BANK  
As Trustee as aforesaid and not personally,

ACCEPTED BY BANK  
DEVON BANK

IN WITNESS WHEREOF, DEVON BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

THIS TRUST DEED is executed by the Devon 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 Devon 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 the part of said First Party or on said Devon Bank 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 Devon 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 grantor, if any.

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SEE ATTACHED RIDER FOR PARAGRAPHS 11 THRU 26.

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.

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 genuine note herein described any note which bears a certificate of identicality 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 genuine 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.

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 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.

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.

deficiency.  
decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust of said period. The Court from time to time may authorize the receiver to apply the net income in his hands such cases for the protection, possession, control, management and operation of the premises during the whole entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in their time when First Party, its successors or assigns, except for the intervention of such receiver, would be during the full statutory period of redemption, whether there be redemption or not, as well as during any further profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the

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RIDER ATTACHED TO, AND MADE PART OF, THAT CERTAIN TRUST DEED DATED JANUARY 27, 1989, BETWEEN DEVON BANK, AN ILLINOIS 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 MAY 1, 1987 AND KNOWN AS TRUST NUMBER 5349, HEREIN REFERRED TO AS "FIRST PARTY", AND CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE.

11. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors and assigns, if required by the holders of the Note, to carry liability, steam boiler, riot and civil commotion, plate glass, and such other insurance, including war damage insurance and flood hazard insurance if available, in such amounts as are reasonably satisfactory to the holders of the Note; to keep all buildings and fixtures that may be on the said premises at any time during the continuance of said indebtedness insured against loss or damage by fire with an extended coverage endorsement for the full insurable value of said buildings and fixtures in responsible insurance companies to be approved by the holders of the Note; to make all sums recoverable upon such policies payable to the holders of the Note by the usual mortgage or trustee clause to be attached to such policies; to deposit such policies with the holders of the Note; or to deposit with the holders of the Note any renewal policies not less than ten days before the expiration date of the prior policy being renewed or replaced; then the trustee or the holders of the Note may but need not exercise any or all of the rights and remedies given to them in paragraph numbered (1) hereof, and anything in this instrument contained to the contrary notwithstanding, the provisions of this paragraph numbered (1) shall in all respects constitute a part of paragraph numbered (1) hereof in the same manner as though appearing as clause numbered (9) of said paragraph numbered (1).
12. First Party waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on behalf of the First Party as mortgagor or grantor, the trust estate, and all persons beneficially interested therein, and each and every person except decree or judgment creditors of First Party as Trustee in its representative capacity and of the trust estate, acquiring any interest in or title to the mortgaged premises subsequent to the date of this Trust Deed.
13. The Note secured by this Trust Deed is subject to prepayment in accordance with the terms thereof.
14. First Party represents and agrees that the proceeds of the Note secured by this Trust Deed will be used for the purposes specified in Paragraph 4(C) of Chapter 74 of the Illinois Revised Statutes (as the same exist on the date hereof), and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph.
15. First Party does further covenant and agree that it will not transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether legal or equitable, and whether possessory or otherwise in the mortgaged premises, to any third party, so long as the debt secured hereby subsists, without the advance written consent of the mortgagee or its assigns the mortgagee or its assigns may, in its or their sole discretion, and without notice to the mortgagor, declare the whole of the debt hereby secured immediately due and payable.
16. In the event of the passage, after the date of this Trust Deed, of any law of the State of Illinois deducting from the value of the land for the purposes of taxation, any lien thereon or changing in any way the laws now in force for the taxation of Trust Deeds for state or local purposes or the manner of collection of such tax so as to make it obligatory upon the holder of the Note secured hereby to pay such tax, or if any such tax is imposed under any existing law, then the Mortgagor covenants and agrees on demand of the holder of the Note secured hereby to pay a sum equal to such tax to said holder.

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It is expressly understood and agreed by and between the parties hereto, nothing herein to the contrary notwithstanding, that each and all of the representatives, covenants, undertakings, warranties and agreements herein made on the part of the Trustee, which in form purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in his own right, but solely in the exercise of the power conferred upon it as such trustee, and that no personal liability against personal responsibility is assumed by her shall, at any time be asserted or enforceable against the DEVON BANK IN CHICAGO or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking, warranty or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. The Trustee makes no personal representations as to nor shall it be responsible for the existence, location or maintenance of the chattels herein described, if any.

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17. The Prime Rate is not and shall not be considered to be the lowest or best rate that the Lender shall make available to any Borrower at any time.
18. First Party further agrees and covenants that it will furnish to the holder of the Note, within 90 days after each fiscal year of the First Party, a copy of the annual financial and income operating statements for the premises prepared in accordance with generally accepted accounting practice and bearing the certification of an independent public accountant satisfactory to the holder of the Note.
19. First Party covenants and agrees that until all indebtedness secured hereby is repaid in full, all toxic or hazardous substances, within the meaning of any applicable statute, law, ordinance or regulation, which may be used by any person for any purpose upon the Premises, shall be used or stored thereon and disposed of only in a safe, approved manner, in accordance with all industrial standards and all statutes, laws, ordinances and regulations for such storage and disposal promulgated by governmental authority, that the premises will not be used for the principal purpose of storing such substances and that no such storage or use will otherwise be allowed on the premises which will cause, or which will increase the likelihood of causing the release of such substances on the premises, onto adjacent properties or in the air, except in strict compliance with applicable law, statute, ordinance or regulation promulgated by any governmental authority.
20. It is further warranted and agreed that the makers, endorsers, sureties, and guarantors and all other persons who may become liable for the payment of the Note secured hereby, severally waive demand, presentment, protest, notice of non-payment, notice of protest, and any and all lack of diligence or delays in collection which may occur; and hereby consent to any extension of time of payment hereof, release of all or any part of the security for the payment hereof or release of any party liable for this obligation. Any such extension or release may be made without notice to any of said parties and without discharging their liability.
21. Whenever any of the parties hereto are referred to, such reference shall be deemed to include the successors and assigns of such party.
22. It is further agreed that if the Premises, or any part thereof, be condemned under the power of eminent domain, or acquired for a public use, the damages awarded, the proceeds for the taking of, or the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Trust Deed and the Note which it is given to secure remaining unpaid are hereby assigned by the Mortgagor to the Mortgagee. The Mortgagee is hereby authorized, but shall not be required, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances for, and to appeal from any such judgments or award. The Mortgagee may apply all such sums or any part thereof so received, after the payment of all expenses, including costs and attorney's fees, on the debt in such manner as the Mortgagee elects.
23. If any action or proceeding be commenced (except a suit to foreclose the lien hereof or to collect the indebtedness secured hereby), to which action or proceeding the holder of the Note or Trustee is made a party, or in which it becomes necessary to defend or uphold the lien of this Trust Deed, all sums paid by the holder of the Note or Trustee for the expense of any litigation to prosecute or defend the rights and lien created by this Trust Deed, including reasonable counsel fees, shall become so much additional indebtedness secured hereby and immediately due and payable by the Mortgagor, with interest thereon at the rate of Five (5.0%) percent per annum in excess of the Prime Rate of interest as announced and established from time to time by the Exchange National Bank of Chicago, Illinois.
24. The property will not be further encumbered and the entire balance owing shall become due and payable immediately upon the sale or conveyance of the real estate security for this loan.
25. Wherever the word "Mortgagor" is used herein, it shall mean "First Party"; and wherever the word "Mortgagee" is used herein, it shall mean "Holder of the Note".

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It is expressly understood and agreed by and between the parties hereto, appearing herein to the contrary notwithstanding, that each and all of the provisions, covenants, undertakings, warranties and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose of with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the DEYOR BANK in Chicago or any of the credit institutions under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking, warranty or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. The Trustee makes no personal representations as to or shall it be responsible for the existence, location or maintenance of the chattels herein described, if any.

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26. This Trust Deed is subject to terms and conditions of a separate Construction Loan Agreement by and between the First Party and Devon Bank dated January 27, 1989, and if an event of default shall occur in the terms and conditions of said Construction Loan Agreement or in any representations or warranty made by First Party, in any statement or certificate furnished by it pursuant hereto, or in connection herewith proves untrue in any material respect, shall constitute a default under the terms and conditions of this Trust Deed.

DEVON BANK  
As Trustee as aforesaid and not personally,

cc BY *Bob Amay*  
Vice-President TRUST OFFICER

ATTEST *Antonia C. ...*  
Assistant Secretary

TRUST ADMINISTRATOR

EXHIBIT RIDER ATTACHED  
DEVON BANK

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