



UNOFFICIAL COPY

TRUST DEED

1989 JUN 29 PM 2:09

89297504

89297504

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made June 21 1989, between* ILLINOIS REGIONAL BANK N.A. ELMHURST AS TRUSTEE UNDER TRUST NO. 6016 DATED: 3/15/89

James Thomson and Barbara Thomson here referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, a Illinois corporation, here referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of FOUR HUNDRED & TWELVE THOUSAND, FIVE HUNDRED & 00/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from on the balance of principal remaining from time to time unpaid at the rate of THIRTEEN percent per annum in instalments (including principal and interest) as follows:

Four Thousand Four Hundred Sixty Eight and 75/100 (\$4,468.75) Dollars or more on the first day of August 1989 and \$4,468.75 Dollars or more on the first 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 first day of July, 1990. 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 THIRTEEN percent per annum and all of said principal and interest being made payable at such banking house or trust company in 11800 S. Ashland Path, Highland Park, 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 in said City,

NOW, THEREFORE, the Mortgagors 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 the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the VILLAGE OF CICERO COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Legal Description attached hereto and made a part hereof

That part of Block 3 lying Northerly of the north line of the South 152.00 feet of that part of Block 3 lying Northerly of the South line of 14th street extended Easterly and lying Easterly of the Easterly line of 55th Court and lying Southerly of the South line of the North 594.93 feet of said Block 3, in Grant Land Association Resubdivision lying East of the East line of South 55th Court and North of the South line of West 14th Street extended East in Section 21, Township 39 North, Range 13, East of the Third Principal Meridian, (except therefrom that part conveyed to Chicago and Western Indiana Railroad Company, by deed dated July 1, 1910 and recorded August 2, 1910 as Document Number 4609421), in Cook County, Illinois

14⁰⁰

or
Even

is, issues and profits party with said real apply heat, gas, air about restricting the heaters. All of the similar apparatus, constituting part of

upon the uses and of Illinois, which

re reverse side of agors, their heirs,

AND

Lots 19 thru 28 (Both inclusive), in Block 1 in the Resubdivision of the West part of Blocks 3 and 6 in Grant Land Association Resubdivision in Northwest Quarter and South half of Section 21, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

89297504

89297504

72-10-454 D 7097 ZAWACKI

ILLINOIS REGIONAL BANK N.A. ELMHURST AS TRUSTEE UNDER TRUST NO. 6016
CLIFFORD SCOTT RUDNICK Vice President & Trust Officer
MAUREEN P. HALE Notary Public
STATE OF ILLINOIS, County of COOK, I, MAUREEN P. HALE, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Prepared by: Ilene Wolf
1150 N. Northwest Highway
Park Ridge, IL 60068

who personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and Notarial Seal this day of 19

Notarial Seal

FOR RECORDER'S INDEX PURPOSES
 INSERT STREET ADDRESS OF ABOVE
 DESCRIBED PROPERTY HERE
 CHICAGO, ILL.
 1531 S. 53RD COURT

89297504
 DONALD BENJAMIN
 LAKE SIDE BANK
 89297504

MAIL TO:
 DONALD BENJAMIN
 LAKE SIDE BANK
 89297504

IMPORTANT!
 FOR THE PROTECTION OF BOTH THE BORROWER AND
 LENDER THE INSTALLMENT NOTE SECURED BY THIS
 AND TRUST SHOULD BE IDENTIFIED BY CHICAGO TITLE
 DEED IS FILED FOR RECORD.

By _____
 Assistant Secretary/Assistant Vice President
 CHICAGO TITLE AND TRUST COMPANY,
 Trustee.
 Identification No. _____

1. Mortgages shall 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 mechanics' or other liens on or claim for lien not expressly subordinated to the lien hereof; (c) pay within a reasonable time any building or building or to Trustee or to the premises supporter 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; (d) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgages shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts and other documents in proof of payment of the same.

3. Mortgages shall 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 lender is required by law to have its loan insured) and policies providing for payment by the insurance companies of money sufficient either to pay the cost of repairing or replacing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holders of the note, under a mortgage policy, in case of loss or damage, to Trustee and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default herein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgages 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 thereon, or redeem from any tax sale or forfeiture said premises or interest thereon, including attorney's fees, and any other moneys advanced by Trustee or holders of the note to protect the mortgage premises and the lien hereon, and shall be so much additional indebtedness secured hereby for each matter concerning which action hereon authorized may be taken, and with interest thereon at a rate equivalent to the post maturity rate set forth in the note immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note. Trustee or the holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereon on the part of Mortgages.

5. The Trustee or the holders of the note hereby secured making any payment hereon 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.

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Trustee or the holders of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall notwithstanding any provision to the contrary, become due and payable (a) immediately in the case of default in the note making payment of a substantial part of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other obligation of Mortgages herein contained.

7. When the indebtedness secured hereby 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 the decree for sale all expenses and costs 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, and similar charges, publication charges, 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, title insurance policies, Torrens certificates, and similar data and assumptions with respect to title as Trustee or holders of the note may deem to be conditionally necessary for such suit, or to evidence of such suit, and the nature of the matters mentioned shall become so much additional indebtedness secured hereby, and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed. If any, otherwise, the promissory note set forth therein, when paid or incurred by Trustee or holders of the note in connection with this trust deed, including probable and bankrupt proceedings, or which either of them shall be a party, either as plaintiff or defendant, by reason of the suit or of any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure of such right to foreclose whether or not actually commenced, or (c) preparations for the defense of any threatened suit or proceedings which might affect the premises or the security hereof, whether or not actually commenced.

8. 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 incurred in 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 a lien on the premises, including all interest on the note, with interest thereon as herein provided; third, all principal and interest on the note; fourth, any overplus to Mortgages, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon or at any time after the filing of a bill to foreclose the 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 the filing of the bill, or at any time thereafter, and the receiver so appointed may apply to the court for an order or decree, with or without notice, without regard to the lien hereof, to require Mortgages to pay to the receiver the amount of the note and interest thereon, and to deliver to the receiver all the premises or any part thereof, or to require Mortgages to pay to the receiver the amount of the note and interest thereon, and to deliver to the receiver all the premises or any part thereof, or to require Mortgages to pay to the receiver the amount of the note and interest thereon, and to deliver to the receiver all the premises or any part thereof, or to require Mortgages to pay to the receiver the amount of the note and interest thereon, and to deliver to the receiver all the premises or any part thereof.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defenses which would not be good and available to the party enforcing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises, or a reasonable time and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signature, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power hereon unless expressly obligated by the terms hereof, not to be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of its agents or employees of Trustee, and it may require indemnities satisfactory to itself before exercising any power hereon.

13. Trustee shall release this trust deed and the lien hereof 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 all indebtedness hereby secured, may accept as the genuine note herein described any note which bears a nonfiction number, or a successor trustee, thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof, and where the release is requested of the original trustee and it has never placed its identification number on 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 by the person herein designated as the maker thereof, and where the release is requested of the original trustee and it has never placed its identification number on 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 by the person herein designated as the maker thereof, and where the release is requested of the original trustee and it has never placed its identification number on 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 by the person herein designated as the maker thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar 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.

15. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of or through the release of this trust deed. The provisions of the Trust and Trustes Act of the State of Illinois shall be applicable to this trust deed.

89297504

UNOFFICIAL COPY

Form 607 Trust Deed - Individual Mortgages - Includes Note with Interest in Underlying Property
R. 11/75
* N/A/OLD KENT BANK N.A.

Notarial Seal
Notary Public
Given under my hand and Notarial Seal this _____ day of _____ 19____
voluntary act, for the uses and purposes therein set forth.
signed, sealed and delivered the said instrument as free and
foregoing instrument, appeared before me this day in person and acknowledged that
who personally known to me to be the same person whose name _____ subscribed to the

Prepared by:
1122 E. W. Hill
1550 N. Northwest
Highway
Part Ridge IL 60068

County of COOK
STATE OF ILLINOIS
CHIFFORD SCOTT-RUBINICK (SEAL)
Notary Public in and for the State of Illinois, in the County of Cook, Illinois
THAT

WITNESS the hand _____ and seal _____ of Mortgages the day and year first above written.
successors and assigns:
this trust deed (and all provisions appearing on page 2 (the reverse side of
this trust deed) are incorporated herein by reference and shall be binding on the mortgagors, their heirs,
said rights and benefits the Mortgagors do hereby expressly release and waive.
TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purpose, and upon the uses and
trust herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which
the real estate
equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of
conditioning, water, light, power, refrigeration (whether single unit or centrally controlled), and ventilation (including without restricting the
write and not secondarily) and all apparatus, equipment or articles now or hereafter placed in the premises for the purpose of supplying heat, gas, air
hereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a party with said real
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto including, and all rents, issues and profits
which, with the property hereinafter described, is referred to herein as the "premises,"

The balance due under this trust deed may be increased or
decreased pursuant to the terms of a reparation agreement of even
date by and between the maker and the payee.
1331 South 55th Court, Cicero, Illinois
Former PIN: 16-21-102-006 New PIN: # Applied for
PIN: 16-21-100-054, 055, 056, 057, 058, 059, 060, 061, 062

THE ORDER OF
sum and interest
paid at the rate
the _____ day
dollars or more on
payment of principal
such payments on
the balance and the
interest at the rate
ing house or trust
from time to time,
accordance with the
d, by the Mortgagors
pledged, do by these
of their estate, right,
1700

THIS INDENTURE, made June 21, 1989, between ILLINOIS REGIONAL BANK
N.A. ELMHURST AS TRUSTEE UNDER TRUST NO. 6016 dated 3/15/89
James Thomson and Barbara Thomson
herein referred to as "Mortgagors," and CHICAGO TRUST COMPANY, a minor corporation doing business in
Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:
THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Installment Note hereinafter described, said
legal holder or holders being herein referred to as Holders of the Note, in the principal sum of
FOUR HUNDRED & TWELVE THOUSAND, FIVE HUNDRED & 00/100
Dollars,
evidenced by one certain Installment Note of the Mortgagee of _____ of _____

THE ABOVE SPACE FOR RECORDER'S USE ONLY
89297504
COOK COUNTY, ILLINOIS
FILED FOR RECORD
TRUST DEED
1989 JUN 29 PM 2:09
89297504



89297504

72-10-454 D 2
7097 24/1/81

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

- Mortgagors shall (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 lien hereof; (c) 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
- Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- Mortgagors shall 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 lender is required by law to have its loan so insured) 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 shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 attorney's 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein. 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 default hereunder on the part of Mortgagors.
- 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.
- Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, 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) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 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, or days 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, title insurance 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein, 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.
- 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 proceeding, 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 Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 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, and without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the indebtedness secured hereby; or by any decree foreclosing this trust deed; or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.
- No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 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.
- Trustee has no duty to examine the title, location, existence or condition of the premises or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, 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.
- 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 at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing the 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 an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on 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 by the persons herein designated as makers thereof.
- 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 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.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
- Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

60258808 89297504

IMPORTANT!
 FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. _____
CHICAGO TITLE AND TRUST COMPANY,
 Trustee,
 By _____
 Assistant Secretary/Assistant Vice President

MAIL TO: **DONALD BENJAMIN**
LAKESIDE BANK
2266 S. MARTIN LUTHER KING DRIVE
CHICAGO, IL 60616
BOX 333 - GG

PLACE IN RECORDER'S OFFICE BOX NUMBER _____

FOR RECORDER'S INDEX PURPOSES
 INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
1331 S. 55th Court
Cicero, IL.

UNOFFICIAL COPY

89297504

This TRUST DEED/MORTGAGE is executed by the Old Kent Bank N. A., 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 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 Old Kent Bank N.A. personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed 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 Old Kent Bank N.A., 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.

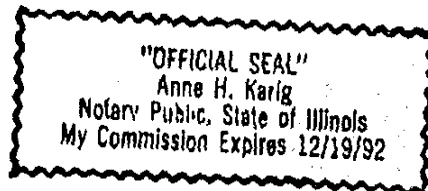
STATE OF ILLINOIS)
) SS
 COUNTY OF DU PAGE)

I, the undersigned, a Notary Public, in the State aforesaid, DO HEREBY CERTIFY, that **CLIFFORD SCOTT-RUDNICK** Vice President & Trust Officer of Old Kent Bank N.A., and **MAUREEN P. HALE** FINANCIAL SERVICES OFFICER 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 the said instrument as their own 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/she, as custodian of the Corporate seal of said Bank, did affix the Corporate Seal of said Bank to said instrument as his/her 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 22nd day of June, A.D. 1989.

Anne H. Karig
 Notary Public

89297504



UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the State of Illinois at Springfield, this 15th day of June, 1915.

Very truly yours,
Governor

By _____
Secretary of State

By _____
Commissioner of State Land

BA5A204

