

INDEMNITY AGREEMENT IN CONNECTION WITH
ISSUANCE OF RELEASE DEED

Whereas, on August 26, 1980, Kent Diffenderfer, & Maurita Diffenderfer executed a certain trust deed to CHICAGO TITLE AND TRUST COMPANY, as trustee, to secure the payment of a certain installment note in the principal sum of \$39,274.00 payable to the order of bearer,

Whereas, said trust deed and installment note have been duly identified by CHICAGO TITLE AND TRUST COMPANY, as No. NOT IDENTIFIED, and the trust deed recorded in Cook County on August 29, 1980, Document No. 255656 and

Whereas, the said installment note and trust deed were delivered to Homemakers Finance now Ford and since such time the note has been lost or misplaced so that it cannot be produced at the present time; and

Whereas, the said Homemakers Finance now Ford was and is the one entitled to the said installment note and to the proceeds payable thereon, and

Whereas it is represented to CHICAGO TITLE AND TRUST COMPANY that the said installment note has never been endorsed by undersigned and has never been sold, pledged or otherwise dealt with so as to transfer any interest in the installment note or any part thereof to any person, firm or corporation; and that said note was paid in full on or about X October 23, 1989, and

Whereas, CHICAGO TITLE AND TRUST COMPANY has been requested by the undersigned to issue its release deed releasing the lien of said trust deed upon the real estate therein described with out having had exhibited to it said installment note which it is entitled to inspect before issuing its said release deed;

NOW, therefore, in consideration of the issuance by the CHICAGO TITLE AND TRUST COMPANY of the aforesaid release deed without the production of said installment note, the undersigned hereby agrees to forever and fully protect, indemnify and save harmless said CHICAGO TITLE AND TRUST COMPANY, individually, and as trustee, as aforesaid, from any and all loss, costs, damages, attorneys and solicitors' fees and expenses of every kind and nature which it may suffer, expend or incur by reason or in consequence of or growing out of the following:

The release of the lien of said trust deed and the issuance by it of said release deed covering all or any part or parts of said real estate.

The undersigned further agrees that if the lost or misplaced note is recovered it will present the installment note to CHICAGO TITLE AND TRUST COMPANY for cancellation and the CHICAGO TITLE AND TRUST COMPANY will upon the request of the undersigned cancel this agreement.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its name and behalf by its Assistant Vice-President its corporate seal affixed and attested by its Attesting Secretary

All this 30th day of November A.D. 1989, Homemakers Finance Service, Inc. d/b/a GECC Financial Services

K.N. Ely - Assist. Vice-Pres

ATTEST: J.N. Dunhoft - Attest Sec'y

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