91216517

UNOFFICIAL COPY

This Indenture, made May 3 1991 between Lasalle National Trust, N.A. a national banking association 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 27, 1982, and known as trust number 105494 herein referred to as "First Party," and ARTHUR G. JAROS, SR. 5823 West Roosevelt Road, Cicero, Illinois 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** Fifty Thousand and no/100ths Dollars ($50,000.00) - 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 on the balance of principal remaining from time to time unpaid at the rate of 16 per cent per annum in - - - - monthly - - - - instalments as follows: Seven Hundred Thirty Four and 50/100ths Dollars ($734.50) or more - - - - - - - - on the first day of June 19 91 and Seven Hundred Thirty Four & 50/100ths ($734.50) **dollars** or more on the first day of each and every 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 May 2006.

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 highest lawful rate per annum, and all of said principal and interest being made payable at such banking house or trust company in - - - - - - - - - - - - - - - - - - -

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.

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.

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 note herein described any note which bears a certificate of identification 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 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.

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.

11. Mortgagors or "First Party" shall also pay on the first day of each and every month beginning June 1, 1991, a sum as estimated by the Trustee or holder of the indebtedness to be sufficient to pay the general taxes and hazard insurance next due.

12. If all or any part of the property or an interest therein is sold or transferred by Mortgagors or "First Party" without Trustee's prior written consent, Trustee may at his option declare all the sums secured by this Trust Deed to be immediately due and payable.

This Trust Deed is executed by the LaSalle National Trust, 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 said LaSalle National Trust, N.A., 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 said First Party or on said LaSalle National Trust, N.A. personally to pay 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 LaSalle National Trust, 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.

In witness whereof, LaSalle National Trust, N.A., 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.

LaSalle National Trust, N.A. As Trustee as aforesaid and not personally.

By J. Kit Silver **Assistant Vice President**

Attest [signature] **Assistant Secretary**

STATE OF ILLINOIS } **S.S.**
COUNTY OF COOK }

I, The undersigned a Notary Public, in and for said County, in the State aforesaid, **do hereby certify**

J. Kit Silver Assistant Vice President of the **LaSalle National Trust, N.A.,** and William H. Dillon 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 Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered 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 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.

Given under my hand and Notarial Seal, this 3rd day of May A.D. 19 91

"OFFICIAL SEAL"
Michele A. Zisk
Notary Public, State of Illinois
My Commission Expires Dec. 5, 1994

Michele A. Zisk
Notary Public

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 1096.

Arthur G. Jaros, Sr. Trustee

Important	Prepared By Arthur G. Jaros, Sr.
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.	5823 West Roosevelt Road Cicero, Illinois 60650.

9216517

1991 MAY -8 PM 12:10

COOK COUNTY, ILLINOIS

Box No. ____ **Trust Deed**

LaSalle National Trust, N.A. as Trustee

Arthur G. Jaros, Sr. Trustee

Box 333 – TH

Mail to: Arthur G. Jaros, Sr.
5823 W. Roosevelt Road
Cicero, Illinois 60650.

The Above Space for Recorders Use Only

LaSalle National Trust, N.A.
135 South LaSalle Street
Chicago, Illinois 60603-4192

Form 8045 (Rev. 4/90)

UNOFFICIAL COPY

Property of Cook County Clerk's Office