

UNOFFICIAL COPY

Trustee has no duty to examine the title, hereon or otherwise, or condition of its premises, and if Trustee be called to record this trust deed or to execute any powers herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, and it is not its duty to inquire into the rights or interests of the parties or obligors of Trustee, and it may require undertakings 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 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 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 Trust Party, and where the release is requested of the original trustee and it has never assigned 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 Trust Party.

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.

THIS TRUST DEED is executed by the PIONEER BANK & TRUST COMPANY, 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 PIONEER BANK & TRUST COMPANY, 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 said Trust Party or on said PIONEER BANK & TRUST COMPANY personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant unless expressly or impliedly 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 Trust Party and its successors and said PIONEER BANK & TRUST COMPANY 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, PIONEER BANK & TRUST COMPANY, 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 last above written.

PIONEER BANK & TRUST COMPANY
As Trustee as aforesaid and not personally.

By [Signature] TRUST OFFICER Vice President

Attest [Signature] ASST. SECRETARY Assistant Secretary

STATE OF ILLINOIS } SS.
COUNTY OF COOK

OFFICIAL SEAL
ALANSA C. FERGUSON
Notary Public, State of Illinois
My Commission Expires 9-18-95

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President and Assistant Secretary of the PIONEER BANK & TRUST COMPANY, 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 Corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 17th day of October, 1923

Alansa C. Ferguson
Notary Public

Document Number

93487506

NAME MT SUB Bldg MARRIOTT
STREET 170 S. STEWART
CITY MARRIOTT ILLINOIS

INSTRUCTIONS: _____
OR
RECORDER'S OFFICE BOX NUMBER _____

FOR INFORMATION ONLY
NEAREST STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY, HERE

The Installment Note mentioned in the within Trust Deed has been identified here-with under Identification No. _____

Trustee.