

TRUST DEED

94721664

UNOFFICIAL COPY

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This instrument was prepared by

Andrea L. Drelicharz
2474 E Dempster Street
Des Plaines, IL 60016

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS TRUST DEED, made August 2, 1994, between Devon Bank, as Trustee under Trust agreement dated May 9, 1991, and known as Trust Number 4323

herein referred to as "Mortgagors," and Edward P. Crømerius, of Palatine Cook County, Illinois, herein referred to as TRUSTEE, witnesseth THAT, WHEREAS the Mortgagors are Justly indebted to the legal holders of the Promissory Note (herein called "Note") hereinafter described, said legal holder or holders being herein referred to as Holders of the Note evidenced by one certain Promissory Note of the Mortgagors of even date herewith, made payable as stated therein and delivered, In and by which said Note the Mortgagors promise to pay an Amount Financed of One Hundred Four Thousand One Hundred Eleven and 87/100 (104111.87) Dollars with interest thereon, payable in installments as follows:

One Thousand Three Hundred Thirty-Four and 44/100 (1334.44) Dollars or more on the 8th day of September, 1994, and One Thousand Three Hundred Thirty-Four and 44/100 Dollars or more on the same day of each month thereafter, until said Agreement is fully paid and except that the final payment, if not sooner paid, shall be due on the 8th day of August 1995.

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum of money 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 part 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 COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

10-12-418-010

Lot 1 IN BLOCK 15 IN EDGEBROOK MANOR, BEING A SUBDIVISION OF LOTS 27, 32, 34 AND 35, THAT PART OF THE SOUTHWEST 1/2 OF LOT 38 AND ALL OF LOT 39, WEST OF ROAD, ALL OF LOTS 40, 41, 42, 43 AND 44; THE SOUTHWEST 1/2 OF LOT 45; ALL OF LOTS 47 TO 52, BOTH INCLUSIVE, IN THE SUBDIVISION OF BRONSON'S PART OF CALDWELL'S RESERVATION IN TOWNSHIPS 40 AND 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING CERTAIN PATRS) ACCORDING TO PLATT THEREOF REGISTERED ON MARCH 1, 1922, AS DOCUMENT NUMBER 148536, IN COOK COUNTY, ILLINOIS.

This instrument is executed by Devon Bank, not individually but only as Trustee as aforesaid. All the covenants and conditions to be performed hereunder by Devon Bank are undertaken by it solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against Devon Bank by reason of any of the covenants, statements, representations, indemnifications or warranties expressed or implied herein contained in this instrument.

It is expressly understood and agreed by every person, firm or corporation claiming any interest under this document that Devon Bank, shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from, or affecting the property or the soil, water, vegetation, buildings, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of the trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys and consultants' fees, investigation and laboratory fees, court costs, and litigation or costs.

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto by law, and all rents, issues and profits thereof for so long and during all such times as Mortgagors 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, 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 the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purpose, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

THIS TRUST DEED MAY NOT BE ASSUMED WITHOUT THE WRITTEN CONSENT OF THE LEGAL HOLDERS OF THE NOTE THAT THIS TRUST DEED SECURES.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written. All representations and undertakings of DEVON BANK as trustee as aforesaid and not individually are those of its beneficiaries only and no liability is assumed by or shall be asserted against the DEVON BANK personally as a result of the signing of this instrument.

BY: Deborah L. Brown, V.P. & Tr. Officer (SEAL) ATTEST: Mary Pantaleo, Trust Administrator (SEAL)

STATE OF ILLINOIS, I, Trisha Daniel, a Notary Public in and for, and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County COOK } SS. Deborah L. Brown and Mary Pantaleo, V.P. & Tr. Officer and Tr. Administrator who personally known to me to be the same person as whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8th day August, 1994

OFFICIAL SEAL TRISHA M. DANIEL NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES 3-3-97

Trisha M. Daniel Notary Public

COOK COUNTY RECORDER

EXCULPATORY RIDER ATTACHED DEVON BANK

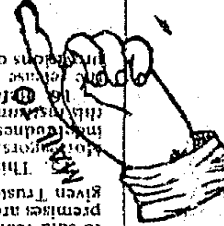
DEPT-01 RECORDING 14:44:00

2352

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FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

MAIL TO: Edward J. Cramer
330 E Northrup Hwy
P.O. Box 21
Lakewood, CO 80122



1. Mortgages shall be paid by the mortgagor, less any amount of interest, taxes, assessments, or other charges, and the mortgagor shall be responsible for the payment of the same. The mortgagor shall also be responsible for the payment of any interest, taxes, assessments, or other charges which may be levied against the property. The mortgagor shall also be responsible for the payment of any interest, taxes, assessments, or other charges which may be levied against the property.

2. Mortgages shall be paid by the mortgagor, less any amount of interest, taxes, assessments, or other charges, and the mortgagor shall be responsible for the payment of the same. The mortgagor shall also be responsible for the payment of any interest, taxes, assessments, or other charges which may be levied against the property. The mortgagor shall also be responsible for the payment of any interest, taxes, assessments, or other charges which may be levied against the property.

3. Mortgages shall be paid by the mortgagor, less any amount of interest, taxes, assessments, or other charges, and the mortgagor shall be responsible for the payment of the same. The mortgagor shall also be responsible for the payment of any interest, taxes, assessments, or other charges which may be levied against the property. The mortgagor shall also be responsible for the payment of any interest, taxes, assessments, or other charges which may be levied against the property.

4. In case of default in the payment of any amount of interest, taxes, assessments, or other charges, the mortgagor shall be liable for the payment of the same. The mortgagor shall also be responsible for the payment of any interest, taxes, assessments, or other charges which may be levied against the property. The mortgagor shall also be responsible for the payment of any interest, taxes, assessments, or other charges which may be levied against the property.

5. The mortgagor shall be responsible for the payment of any interest, taxes, assessments, or other charges which may be levied against the property. The mortgagor shall also be responsible for the payment of any interest, taxes, assessments, or other charges which may be levied against the property.

6. Mortgages shall be paid by the mortgagor, less any amount of interest, taxes, assessments, or other charges, and the mortgagor shall be responsible for the payment of the same. The mortgagor shall also be responsible for the payment of any interest, taxes, assessments, or other charges which may be levied against the property. The mortgagor shall also be responsible for the payment of any interest, taxes, assessments, or other charges which may be levied against the property.

7. When the indebtedness hereof is secured by a mortgage, the mortgagor shall be responsible for the payment of the same. The mortgagor shall also be responsible for the payment of any interest, taxes, assessments, or other charges which may be levied against the property. The mortgagor shall also be responsible for the payment of any interest, taxes, assessments, or other charges which may be levied against the property.

8. The proceeds of any foreclosure sale of the premises shall be applied to the payment of the indebtedness hereof. The mortgagor shall be responsible for the payment of any interest, taxes, assessments, or other charges which may be levied against the property. The mortgagor shall also be responsible for the payment of any interest, taxes, assessments, or other charges which may be levied against the property.

9. 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 the premises. Such appointment may be made either before or after the filing of a bill to foreclose this trust deed. The receiver shall be responsible for the payment of any interest, taxes, assessments, or other charges which may be levied against the property. The receiver shall also be responsible for the payment of any interest, taxes, assessments, or other charges which may be levied against the property.

10. 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 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 at all reasonable times 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 require 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 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.

13. 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 all 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 receipt as true without inquiry. Where a release is requested by a successor trustee, reporting to be placed thereon by a prior trustee hereunder of which conform to the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof, it may accept at the genuine note herein described any note which may be placed thereon by the person herein designated as the maker thereof, 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 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 legal holder of this Trust Deed and the note or notes herein described may, by an instrument in writing, executed and recorded according to law, appoint any person who is a citizen and resident of the State of Illinois, to serve as Trustee in his place and stead, who shall thereupon for the purposes of advertisement and sale assigned to Trustee's title to said land and the trust herein created respecting the same, in the hereinafter, 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 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 the principal balance of the note or notes herein described in effect when this Trust Deed is issued. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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RECORDERS INDEX PURPOSES