

94343960

THE ABOVE SPACE FOR RECORDER'S USE ONLY

51397751 PG 1/2 INTERCOUNTY TITLE

THIS INDENTURE, made April 7, 1994, between THE FIRST NATIONAL BANK OF DESPLAINES, AS TRUSTEE UNDER Trust Agreement dtd 11/24/76 # 62911688 a corporation organized under the laws of the United States, herein referred to as "Mortgagor," and Independent Trust Corporation, an Illinois corporation doing business in Lombard, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or 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

SEVENTY FIVE THOUSAND AND NO/100THS (\$75,000.00) Dollars,

evidenced by one certain Installment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from April 14, 1994 on the balance of principal remaining from time to time unpaid at the rate of 7.375 per cent per annum in

Installments (including principal and interest) as follows:

Five Hundred Forty Eight and 16/100ths (\$548.16) Dollars or more on the first day of June 19 94, and

Five Hundred Forty Eight and 16/100ths (\$548.16) 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 April, 2009 XX. 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 installment unless paid when due shall bear interest at the rate of 9.375 per cent

per annum, and all of said principal and interest being made payable at such banking house or trust company in Downers Grove, 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 Concordia Mutual Life Association, 3041 Woodcreek Dr., Downers Grove, IL 60515 in said City,

NOW, THEREFORE, the Mortgagor 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 Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the County of Cook AND STATE OF ILLINOIS, to wit:

SEE ATTACHED

Executed and delivered by First National Bank of Des Plaines, not in its individual capacity, but solely in the capacity herein described, for the purpose of binding the herein described property, and if it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the undertakings and agreements herein made are made and intended as personal and individual acts of each of the parties, of the part of the Mortgagor, and the Trustee, and the parties hereto, but as to the Mortgagor, the Trustee, and the parties hereto, the power, authority and liability of the Mortgagor, as to the performance of the covenants and agreements herein contained, shall be assumed by the Trustee, and the Mortgagor shall be relieved of all liability therefor.

Permanent tax number:

which, with the property hereinafter described, is referred to herein as the "premises," shall on account of the payment of the principal sum of money and said interest, and all taxes, losses and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and jointly with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein in, on or about the premises, including, but not limited to, all furniture, fixtures, appliances, electrical, plumbing, heating, air conditioning, power, refrigeration (whether single units or centrally controlled), and ventilation including, but not limited to, furnaces, boilers, radiators, window shades, storm doors and windows, floor coverings, inlaid beds, awnings, stoves and water heaters, and all of the foregoing, as 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 mortgagor or its 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 purposes, and upon the uses and trusts herein set forth.

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 Mortgagor, its successors and assigns.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the

of said corporation. Said resolutions further provide that the note herein described may be executed on behalf of said corporation by the

THE FIRST NATIONAL BANK OF DESPLAINES, as trustee aforesaid

any liability of First National Number 62911688

Bank of Des Plaines, either

affixed on this or on the reverse side hereof or attached hereto, is expressly made a part hereof.

CORPORATE SEAL

BY: [Signature] Trust Officer ATTEST: [Signature] Trust Officer

STATE OF ILLINOIS, County of } ss. I, The undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Lourdes Martinez, Trust Officer, Assistant Vice President of the The First National Bank of Des Plaines

and Assistant Secretary

of said Company, 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 and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary is the custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes

"OFFICIAL SEAL" Donna L. Milz Notary Public, State of Illinois My Commission Expires 12/21/94 GIVEN under my hand and Notarial Seal this 7th day of April, 19 94. NOTARY PUBLIC

33.50

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (The Reverse Side of This Trust Deed):

1. Mortgagor 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.
2. Mortgagor 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 Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.
3. Mortgagor 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.
4. In case of default therein, Trustee or holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor 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 attorneys' 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 Mortgagor.
5. 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.
6. Mortgagor 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 Mortgagor, 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 instalment 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 Mortgagor herein contained.
7. 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, outlays 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 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.
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 incident to 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 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 Mortgagor, its successors or assigns, as their rights may appear.
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 said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor 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 as 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 Mortgagor, 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.
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 interposing 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 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.
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 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 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 and which purports to be executed on behalf of the corporation 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 on behalf of the corporation herein designated as 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 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.
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" 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.
16. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.
17. 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 is required. 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.

18-28 are on a rider attached hereto and incorporated herein by reference.

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTRUMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY INDEPENDENT TRUST CORPORATION, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 7662
INDEPENDENT TRUST CORPORATION,
Trustee
By James A. Decker
Trust Officer

MAIL TO: & Prepared By: H. THRUN
THRUN, TALLMAN & COHN, LTD
111 E. BUSSE AVE.
SUITE 604
MT PROSPECT, ILLINOIS 60056

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

PLACE IN RECORDER'S OFFICE BOX NUMBER _____

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THIS RIDER IS ATTACHED TO AND FORMS A PART OF A TRUST DEED DATED APRIL 7, 1994 IN THE AMOUNT OF \$ 75,000.00 AND SIGNED BY THE FIRST NATIONAL BANK OF DESPLAINES, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 24, 1976 AND KNOWN AS TRUST NUMBER 62911688, (HEREINAFTER "MORTGAGOR").

18. The Mortgagor may prepay the indebtedness secured hereby at any time without penalty.

19. Monthly instalments of principal and interest as set forth herein and in the Trust Deed securing this Note are due on the first (1st) day of each month. Any monthly instalment of principal and interest not received by the Holder on or before the fifteenth (15th) day of the month in which such instalment is due shall incur a late payment penalty of five percent (5%) of the principal and interest of such delinquent instalment.

20. CONDOMINIUM COVENANTS: The parties hereto hereby acknowledge that the Property comprises a unit in, together with an undivided interest in the common elements of a condominium project, (hereinafter "Condominium Project"). In addition to the covenants and agreements made in the Trust Deed, the Mortgagors further covenant and agree as follows:

A. Assessments. Mortgagor shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project, pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent documents of the Condominium Project.

B. Hazard Insurance. So long as the Owners Association maintains a "master" or "blanket" insurance policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage", and such other hazards as the Holder of the Note secured hereby may reasonably require, and in such amounts and for such periods as the Holder may require, then:

(1) Holder waives the provision hereof, and in the Note secured hereby, for the monthly payment to Holder of one-twelfth of the premium installments for hazard insurance on the Property;

(2) Mortgagor's obligations hereunder to maintain hazard insurance coverage on the Property is deemed satisfied; and

(3) the provisions hereof regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent documents of the Condominium Project or of applicable provisions and the provisions hereof. For any period of time

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during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Mortgagors shall give the Holder prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to the common elements, any such proceeds payable to the Mortgagors are hereby assigned and shall be paid to the Holder for application to the sums accrued hereby, with the excess, if any, paid to the Mortgagor.

C. Holder's Prior Consent: The Mortgagor shall not except after notice to Holder, and with Holder's prior written consent, partition or subdivide the Property, or consent to:

(1) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(2) any material amendment to the declaration, by-laws or code of regulations of the Owners Association, or equivalent constituent documents of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or

(3) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.

D. Remedies. If the Mortgagors breach Mortgagors covenants and agreements hereunder, including the covenant to pay condominium assessments when due, then the Holder may invoke any remedies provided hereunder.

21. THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHT OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS TRUST DEED, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT DECREE OR JUDGMENT CREDITORS OF THE MORTGAGOR ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS TRUST DEED.

22. In the event the Premises, or any part thereof, are taken through exercise of the power of eminent domain, the entire award for damages to the Premises shall be the sole property of the Holder and shall be used and applied in reduction of the indebtedness herein due, in the inverse order of maturity, or any balance thereof, and any balance remaining after paying the indebtedness due hereunder shall be paid to the Mortgagor. The Mortgagor hereby assigns to the Holder all right, title and interest in any award made pursuant to any such proceedings, and authorizes and empowers the Holder in the name of the Mortgagor, or any subsequent owner of the Premises herein to receipt and give acquittance therefor, and to make, execute and deliver in the name of the Mortgagor, or any subsequent owner, any release or other instrument that may be required to recover any such

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award or judgment.

23. In the event the Mortgagor, or in the event the Mortgagor is a land trust, the beneficiary thereof, shall otherwise suffer or permit its or his legal, equitable, or beneficial interest in the mortgaged Premises to become vested in or become encumbered by any person or persons, firm or corporation who was not, at the date of execution of this Trust Deed, so vested with a legal, equitable, or beneficial interest in the mortgaged Premises, or the holder of a note secured by an encumbrance on the mortgaged Premises, then, and in any such event, unless the same shall be done with the prior written consent of the Holder, the happening thereof shall constitute a default hereunder, and thereupon the Holder shall be authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien, to declare without notice all sums secured hereby to be immediately due and payable.

24. The Mortgagor further covenants and agrees that this Trust Deed shall operate as a security agreement under the provisions of the Uniform Commercial Code, as now or hereafter amended, with respect to the collateral assignment of the "Beneficial Interest" in and to the Mortgagor Land Trust, if any, and to the equipment used in the operation of the Premises, or any replacements thereof, or additions thereto and all proceeds thereof, and the Mortgagor will execute and deliver such financing statements as the Illinois Uniform Commercial Code requires with respect to such security and that the Mortgagor will execute and deliver from time to time such further instruments including renewal mortgages, security agreements, financing statements, certificate extensions and renewals thereof and such other documents as may be required by the Trustee or Holder to preserve, confirm and maintain the lien of this Trust deed on the said Beneficial Interest, if any, and the equipment used in the operation of the Premises whether now or hereafter acquired, and the Mortgagor shall pay to the Trustee or Holder on demand, any expenses incurred by the Trustee or Holder in connection with the preparation and filing of any such documents.

25. In order to provide for the payment of the taxes levied and assessed against the property herein described, including both general taxes and assessments the Mortgagor further covenants and agrees to deposit with the Holder or such other depository as may be from time to time designated in writing by the Holder, on the respective dates when the instalments of principal and interest are payable, an amount equal to one-twelfth (1/12th) of the annual taxes levied against the premises, as reasonably estimated by the Holder, so that the Holder shall have, not less than thirty (30) days prior to the due date of any instalment of taxes sufficient funds to pay the taxes. In addition, at the time of payout by the Holder of the indebtedness secured hereby,

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Mortgagor will deposit with the Holder, an amount which, when added to subsequent tax escrow deposits shall equal one hundred percent (100%) of the annual taxes levied against the Premises plus one-twelfth (1/12th) such amount. In the event such monies are insufficient to pay in full, any instalment of taxes due, Mortgagor agrees to pay the difference forthwith and the Holder is hereby authorized to apply such monies in payment of such taxes as same become due, so long as the Mortgagor is not in default under the Note or any provision hereof; otherwise to apply same in payment of any obligation of the Mortgagor under the Note or this Trust Deed. The Holder shall not be required to inquire into the validity or correctness of any of said items before making payment of same or to advance monies therefor, nor shall it incur any personal liability for anything done or omitted to be done hereunder. It is agreed that all such payments shall be carried by the Holder without earnings accruing thereto and shall be applied from time to time by the Holder to pay such items. Mortgagors agree that the Holder shall not be required to carry said funds separately from its general funds.

28. The terms of the Note secured by this Trust Deed are hereby incorporated herein by reference and are specifically made a part hereof and shall be binding upon the Mortgagor, its successors and assigns.

Exoneration provision restricting any liability of First National Bank of Des Plaines, either attached on this or on the reverse side hereof or attached hereto, is expressly made a part hereof.

THE FIRST NATIONAL BANK OF DESPLAINES
not personally but as
Trustee aforesaid u/a/d 11/24/76 and known as
Trust Number 62911688

(BY: *[Signature]*
Its Trust Officer

ATTEST:

BY: *[Signature]*
Its Trust Officer

Executed and delivered by First National Bank of Des Plaines, not in its individual capacity, but solely in the capacity herein described, for the purpose of lending the herein described property, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the undersigned and its successors, assigns, and assigns, shall be held harmless by the lending institution, and shall not be held liable for any loss or damage which may be incurred in the future, or which may be sustained by such trustee, and the personal liability of the undersigned shall not be assumed by, or shall in any way be affected by, and shall not be a charge on account hereof or on account of any instrument or agreement herein contained, either written or printed, all such personal liability of any kind hereby expressly waived and released by all other parties hereto, and those claiming by, through, or under them.

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PARCEL 1: UNIT 3227-LA-1 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN LEXINGTON GREEN CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 22925344 AS AMENDED FROM TIME TO TIME, IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE PERPETUAL AND EXCLUSIVE USE IN AND TO GARAGE UNIT NUMBER G-3227-LA-1 AS SET FORTH AND DEFINED IN DOCUMENT RECORDED AS NUMBER 22925344, AS AMENDED FROM TIME TO TIME.

P.I.N. 07-24-303-017-1325

ADDRESS: 219 DRIFTWOOD, 1A, SCHAUMBURG, ILLINOIS 60194

DEPT-01 RECORDING \$33.50
T#0014 TRAN 1439 04/18/94 10:14:00
#0720 # *-94-343960
COOK COUNTY RECORDER

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