

KNOW ALL MEN BY THESE PRESENTS: That Hartford Insurance Company of Illinois as Surety, a corporation organized and existing under and by virtue of the laws of the State of Illinois, with its principal place of business at Chicago, Illinois, and duly authorized and qualified to execute this bond in the State of Illinois (hereinafter called the "Obligor") is held and firmly bound unto Attorneys' Nat'l Title Network, Inc. a corporation organized and existing under and by virtue of the laws of the State of Illinois (hereinafter called the "First Obligee") and Chicago Title & Trust Company (hereinafter called the "Second Obligee"), jointly and severally, in the penal sum of Five Thousand Seven and no/100 Dollars (\$5,700.00) lawful money of the United States of America, for the payment of which, well and truly to be made, the Obligor hereby binds itself, its successors and assigns, firmly by these presents

Hartford Insurance Company of Illinois as Surety

SIGNED, sealed and delivered this 16th day of September, 1994

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That WHEREAS, there appears of record a trust deed made by Javier Soto and Soenia Soto under which the Second Obligee is trustee, dated the 28 day of MAY, 1982, and recorded in the Office of the Recorder of Deeds, or registered in the Office of the Registrar, of Cook County, Illinois, as Document No. 20258909, and purporting to secure the payment of certain moneys, with interest thereon, and to convey the following described property:

LOT 1 IN BLOCK TWO IN HINKAMP AND COMPANY'S WESTERN AVE. SUBDIVISION BEING A RESUBDIVISION OF LOT ONE TO TWENTY FOUR IN BLOCK 2, LOTS 1 to 24 IN BLOCK 2, LOTS 1, 2, 10 to 20 IN BLOCK 3, LOTS 1 to 10 IN BLOCK 4, LOTS 1 to 10 IN BLOCK 5 IN HAZELWOOD AND WRIGHT'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 IN SECTION 36, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND WHEREAS, the First Obligee is about to issue its guarantee policy No. , guaranteeing title to the above described real estate, subject to said trust deed because of the objection that

AND NOTE IN THE PRINCIPAL SUM OF \$5,700.00 secured thereby are both missing and are not presented for cancellation.

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#2363 + RV \*-96-411290
COOK COUNTY RECORDER

AND WHEREAS, the First Obligee has been requested to issue its said guarantee policy free and clear of all mention of said trust deed, and upon the issuance of said guarantee policy may hereafter, in the ordinary course of its business, issue another policy, or other policies, in the form or forms now or then commonly used by said First Obligee, guaranteeing the title to said premises, or to some part or parts thereof, or interest therein, without mention of the said trust deed; and

WHEREAS, the First Obligee, as a condition of the issuance of the said guarantee policy without mention of said trust deed, and the Second Obligee, as a condition of the execution of a release deed releasing the lien of said trust deed upon the property above described, have each requested the execution of this bond;

NOW, THEREFORE, the said Obligor, for itself, its successors and assigns, does hereby covenant and agree to defend, at its own costs and charges, and to protect and save harmless the said Obligees and each of them, from any and all loss, damages, suits, actions, attorneys' fees, costs and expenses of every kind and nature arising, directly or indirectly, from the Obligees' disregard of the objection hereinabove stated which they, or either of them, may ever suffer or incur (a) by reason of the issuance of any guarantee policy or policies, in the form or forms now or then used by the First Obligee, relating to the premises hereinabove described, or any part or parts thereof, or interest therein, or (b) by reason of the execution of such release deed; and if the said Obligor, its successors and assigns, shall so defend (but without prejudice to the right of the First Obligee to defend if it so elects), protect and save harmless the said Obligees, and each of them, as aforesaid, then said obligation to be null and void, otherwise to remain in full force and effect.

It is further covenanted and agreed by the Obligor that in the event a claim be made on either of the Obligees or the Obligor which may result in any payment under the terms of this bond, then the Title Indemnity Department of the First Obligee shall be notified within five (5) days thereof, and no settlement of any claim shall be made under the terms of this bond without first obtaining the written approval of the First Obligee. The total liability under this bond, exclusive of Obligor's costs and charges, shall in no event exceed the penalty thereof.

Hartford Insurance Company of Illinois

By William B. McCall

By Illinois Resident Agent - Attorney-in-Fact

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POWER OF ATTORNEY

Know all men by these Presents, That the HARTFORD INSURANCE COMPANY OF ILLINOIS (the "Company"), a corporation duly organized under the laws of the State of Illinois, and having its principal office in Chicago, Illinois, does hereby make, constitute and appoint

WILLIAM R. MADDEN and/or LAWRENCE F. TRAUSCH  
of CHICAGO, ILLINOIS

its true and lawful Attorney(s)-in-Fact, with full power and authority to each of said Attorney(s)-in-Fact, in their separate capacity if more than one is named above, to sign, execute and acknowledge any and all bonds and undertakings and other writings obligatory in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed.

and to bind the Company thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the Company and sealed and attested by one other of such Officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This power of attorney is granted by and under authority, of the following provisions of the By-Laws adopted by the Incorporators of the Company on the 14th day of November, 1979.

ARTICLE IV

SECTION 9. The President or any Vice-President, or Assistant Vice-President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more resident Vice-Presidents, resident Assistant Secretaries, and Attorneys-in-Fact and at any time to remove any such resident Vice-President, resident Assistant Secretary, or Attorney-in-Fact and revoke the power and authority given to him.

SECTION 12. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company thereto any and all bonds, undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested by one other of such Officers.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Directors of the Company on the 15th day of November, 1979.

RESOLVED, That, whomever any Vice-President or Assistant Vice-President, acting with any Secretary or Assistant Secretary, shall have the power and authority, so long as he holds such office, to appoint by a power of attorney, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more resident Vice-Presidents, Assistant Secretaries, and Attorneys-in-Fact.

Now, therefore, the signatures of such Officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

In Witness Whereof, the HARTFORD INSURANCE COMPANY OF ILLINOIS has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, duly attested by its Secretary, this 7th day of June, 1983.

Attest:

HARTFORD INSURANCE COMPANY OF ILLINOIS

*Richard R. Hermonson*  
Richard R. Hermonson, Secretary



*Robert N. H. Sener*  
Robert N. H. Sener  
Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD }

On this 7th day of June, A.D. 1983, before me personally came Robert N. H. Sener, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the HARTFORD INSURANCE COMPANY OF ILLINOIS, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD }



*Jean H. Wozniak*  
Jean H. Wozniak, Notary Public  
My Commission Expires June 30, 1989

CERTIFICATE

I, the undersigned, Assistant Secretary of the HARTFORD INSURANCE COMPANY OF ILLINOIS, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore, that Article IV, Sections 9 and 12 of the By-Laws of the Company, and the Resolution of the Board of Directors set forth in the Power of Attorney are now in force.

Signed and sealed at the City of Hartford. Dated the 16<sup>th</sup> day of SEPT. 19 74



*David A. Johnson*  
David A. Johnson  
Assistant Secretary

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