



709899

CTTE 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made September 1 1985, between

KENNETH JASTRZAB and CINDY ANN JASTRZAB, his wife, herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Fifty Thousand and no/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from September 1, 1985 on the balance of principal remaining from time to time unpaid at the rate of 0 per cent per annum in instalments (including principal and interest) as follows:

Four Hundred and no/100 Dollars or more on the 1st day of September 1985, and Four Hundred and no/100 Dollars or more on the 1st 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 1st day of August 19. 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 rate of 0 per annum, and all of said principal and interest being made payable at such banking house or trust company in 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 Walter and Alice Jastrzab in said City, 3225 Otto, Lansing, Illinois

NOW, THEREFORE, the Mortgagors 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 Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand 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 Village of Lansing COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT EIGHTEEN (18) in Block Two (2) in Lansing Meadows, being a Subdivision of (except the South 234.0 feet of the West 645.0 feet) and (except the South 125.0 feet of the East 83.0 feet) the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of Section 31, Township 36 North, Range 15, East of the Third Principal Meridian.

Permanent Index No.

PROPERTY INDEX NUMBERS: 30-37-216-328-0000

3888415

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, 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, inador beds, swings, 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 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.

Kenneth Jastrzab (SEAL) KENNETH JASTRZAB

Cindy Ann Jastrzab (SEAL) CINDY ANN JASTRZAB

STATE OF ILLINOIS, County of Cook

I, Thomas P. Panichi, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT KENNETH JASTRZAB and CINDY ANN JASTRZAB, his wife,

who personally known to me to be the same persons whose names are 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 27th day of August 1985.

Notary Public signature and seal

Notarial Seal

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises...

2. Mortgages shall pay before any penalty attaches all general taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustees or to holders of the note...

3. Mortgages 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 monies sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness by the mortgagee or holder of the note, including additional and renewal policies, and shall deliver all policies to the lender 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 renew policies not less than ten days prior to the respective dates of expiration.

4. In case of default, the Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder before redemption of the mortgage 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 lien or claim thereon, or redeem from any tax sale or forfeiture attaching said premises or consent any tax or assessment. All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money advanced by Trustee or 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 rate set forth in the note considered as a whole of any debt or instrument secured by this Trust Deed. If any, otherwise the promissory rate set forth therein, fraction of Trustee or holders of the note shall never be so accounting 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, rate, forfeiture, tax lien or title or claim thereon.

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 the 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, rate, forfeiture, tax lien or title or claim thereon.

6. Mortgages 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 Mortgagee, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any payment 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 an installment 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 Mortgagee 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 expenses and costs 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, or delay for documentary and expert evidence, stenographer charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) or providing all such articles of title, title searches and examinations, title insurance policies, and similar data and advances with respect to the note or holders of the note may be deemed to be conditionally necessary either to provide for such suit or to evidence in any suit which may be paid pursuant to such decree the true condition of the title or of the value of the premises. All expenditures and expenses of the nature in the paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the rate set forth in the note or in this Trust Deed. If any, otherwise the promissory rate set forth therein, fraction of Trustee or holders of the note shall never be so accounting 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, rate, forfeiture, tax lien or title or claim thereon.

8. Mortgages 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 Mortgagee, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any payment 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 an installment 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 Mortgagee herein contained.

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 inquiry into the solvency or insolvency of Mortgagee at the time of application for such receiver and without regard to the 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, and all other powers which may be necessary or appropriate for the liquidation of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or appropriate in such cases for the protection, possession, control, management and operation of the premises during the whole or part of (a) the period from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, or foreclosure sale; (2) the deficiency in case of a sale and superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (3) 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 a bar 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 of the grantor, or authority of the signator on the note or Trust Deed, nor is Trustee obligated to record this Trust Deed or to exercise any power herein expressly obligated by the terms hereof, nor is Trustee to 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 thereon 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 of the note, 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 required 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 with the description herein contained of the original trustee and which purports to be executed by the person herein designated as the maker thereof; and where the release is requested of the original trustee and it has never been 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 original trustee and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which the premises are situated and shall be succeeded by Trustee named in said instrument. Any successor in Trust hereunder shall have the same powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the note, when used in this instrument shall be construed to mean "Mortgagee" when more than one note is used.

16. Before releasing this Trust Deed, Trustee or successor trustee for its services shall be determined by its rate schedule in effect when the release is issued. Trustee or successor trustee 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 Trustee Act of the State of Illinois shall be applicable to this Trust Deed.

17. Trustee shall release this Trust Deed and the lien thereon 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 of the note, 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 required 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 with the description herein contained of the original trustee and which purports to be executed by the persons herein designated as makers thereof.

18. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which the premises are situated and shall be succeeded by Trustee named in said instrument. Any successor in Trust hereunder shall have the same powers and authority as are herein given Trustee.

19. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the note, when used in this instrument shall be construed to mean "Mortgagee" when more than one note is used.

20. Before releasing this Trust Deed, Trustee or successor trustee for its services shall be determined by its rate schedule in effect when the release is issued. Trustee or successor trustee 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 Trustee Act of the State of Illinois shall be applicable to this Trust Deed.

21. Trustee shall release this Trust Deed and the lien thereon 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 of the note, 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 required 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 with the description herein contained of the original trustee and which purports to be executed by the persons herein designated as makers thereof.

22. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which the premises are situated and shall be succeeded by Trustee named in said instrument. Any successor in Trust hereunder shall have the same powers and authority as are herein given Trustee.

23. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the note, when used in this instrument shall be construed to mean "Mortgagee" when more than one note is used.

24. Before releasing this Trust Deed, Trustee or successor trustee for its services shall be determined by its rate schedule in effect when the release is issued. Trustee or successor trustee 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 Trustee Act of the State of Illinois shall be applicable to this Trust Deed.

25. Trustee shall release this Trust Deed and the lien thereon 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 of the note, 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 required 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 with the description herein contained of the original trustee and which purports to be executed by the persons herein designated as makers thereof.

26. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which the premises are situated and shall be succeeded by Trustee named in said instrument. Any successor in Trust hereunder shall have the same powers and authority as are herein given Trustee.

27. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the note, when used in this instrument shall be construed to mean "Mortgagee" when more than one note is used.

28. Before releasing this Trust Deed, Trustee or successor trustee for its services shall be determined by its rate schedule in effect when the release is issued. Trustee or successor trustee 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 Trustee Act of the State of Illinois shall be applicable to this Trust Deed.

29. Trustee shall release this Trust Deed and the lien thereon 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 of the note, 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 required 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 with the description herein contained of the original trustee and which purports to be executed by the persons herein designated as makers thereof.

30. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which the premises are situated and shall be succeeded by Trustee named in said instrument. Any successor in Trust hereunder shall have the same powers and authority as are herein given Trustee.

31. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the note, when used in this instrument shall be construed to mean "Mortgagee" when more than one note is used.

32. Before releasing this Trust Deed, Trustee or successor trustee for its services shall be determined by its rate schedule in effect when the release is issued. Trustee or successor trustee 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 Trustee Act of the State of Illinois shall be applicable to this Trust Deed.

33. Trustee shall release this Trust Deed and the lien thereon 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 of the note, 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 required 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 with the description herein contained of the original trustee and which purports to be executed by the persons herein designated as makers thereof.

34. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which the premises are situated and shall be succeeded by Trustee named in said instrument. Any successor in Trust hereunder shall have the same powers and authority as are herein given Trustee.

35. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the note, when used in this instrument shall be construed to mean "Mortgagee" when more than one note is used.

36. Before releasing this Trust Deed, Trustee or successor trustee for its services shall be determined by its rate schedule in effect when the release is issued. Trustee or successor trustee 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 Trustee Act of the State of Illinois shall be applicable to this Trust Deed.

37. Trustee shall release this Trust Deed and the lien thereon 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 of the note, 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 required 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 with the description herein contained of the original trustee and which purports to be executed by the persons herein designated as makers thereof.

38. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which the premises are situated and shall be succeeded by Trustee named in said instrument. Any successor in Trust hereunder shall have the same powers and authority as are herein given Trustee.

39. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the note, when used in this instrument shall be construed to mean "Mortgagee" when more than one note is used.

40. Before releasing this Trust Deed, Trustee or successor trustee for its services shall be determined by its rate schedule in effect when the release is issued. Trustee or successor trustee 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 Trustee Act of the State of Illinois shall be applicable to this Trust Deed.

41. Trustee shall release this Trust Deed and the lien thereon 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 of the note, 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 required 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 with the description herein contained of the original trustee and which purports to be executed by the persons herein designated as makers thereof.

42. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which the premises are situated and shall be succeeded by Trustee named in said instrument. Any successor in Trust hereunder shall have the same powers and authority as are herein given Trustee.

43. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the note, when used in this instrument shall be construed to mean "Mortgagee" when more than one note is used.

44. Before releasing this Trust Deed, Trustee or successor trustee for its services shall be determined by its rate schedule in effect when the release is issued. Trustee or successor trustee 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 Trustee Act of the State of Illinois shall be applicable to this Trust Deed.

45. Trustee shall release this Trust Deed and the lien thereon 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 of the note, 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 required 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 with the description herein contained of the original trustee and which purports to be executed by the persons herein designated as makers thereof.

46. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which the premises are situated and shall be succeeded by Trustee named in said instrument. Any successor in Trust hereunder shall have the same powers and authority as are herein given Trustee.

47. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the note, when used in this instrument shall be construed to mean "Mortgagee" when more than one note is used.

48. Before releasing this Trust Deed, Trustee or successor trustee for its services shall be determined by its rate schedule in effect when the release is issued. Trustee or successor trustee 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 Trustee Act of the State of Illinois shall be applicable to this Trust Deed.

49. Trustee shall release this Trust Deed and the lien thereon 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 of the note, 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 required 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 with the description herein contained of the original trustee and which purports to be executed by the persons herein designated as makers thereof.

50. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which the premises are situated and shall be succeeded by Trustee named in said instrument. Any successor in Trust hereunder shall have the same powers and authority as are herein given Trustee.

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE  
ALDRICH SECRETARY/Treasurer  
CHICAGO TITLE AND TRUST COMPANY  
Identification No. 209995  
MAY 28 1938  
MAIL TO: THOMAS J. WALKER  
18225 BURNING WOOD DRIVE  
LANSING, ILLINOIS 60438

UNOFFICIAL COPY