

UNOFFICIAL COPY

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RIDER

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representation, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Bremen Bank and Trust Company under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of said Trustee in this instrument contained either expressed or implied, all such personal liability, if any, being expressly waived and released.

3544651

BREMEN BANK AND TRUST COMPANY,
not personally but as Trustee
under Trust No. 86-2781
dated July 17, 1986

Attest:

BY: Anne P. Klein
Assistant Trust Officer

Jean P. Gulton
Assistant Secretary

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made August 22, 1986, between Bremen Bank and Trust Company as Trustee under Trust Agreement dated July 17, 1986, known as Trust No. 86-278, a corporation organized under the laws of Illinois, herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or 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 Twenty-Six Thousand and no/100----- (\$26,000.00) Dollars,

evidenced by one certain Instalment 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 August 22, 1986 on the balance of principal remaining from time to time unpaid at the rate of ten per cent per annum in instalments (including principal and interest) as follows: Two Hundred Twenty-Eight and no/100----- (\$228.00) Dollars or more on the 22nd day of September 1986 and Two Hundred Twenty-Eight and no/100----- (\$228.00) Dollars or more on the 22nd 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 22nd day of August 1993. 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 on each instalment unless paid when due shall bear interest at the rate of twelve per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Oak Forest, 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 Robert and Maxine Pearson, 15533 S. Cicero, Oak Forest, Illinois 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 to the Trustee, 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 City of Midlothian, COUNTY OF COOK, AND STATE OF ILLINOIS,

LOT SEVEN (except the North 135.65 feet and except the East 24 feet thereof) and The East 12 feet of LOT EIGHT (except the North 135.65 feet thereof) in Midlothian Highlands, a Subdivision of the East Six Hundred Ninety Three (693) feet of the North Half (1/2) of the South West Quarter (1/4) of Section 11, Township 36 North, Range 12 East of the Third Principal Meridian:

P.I.N. 28-11-305-022

add. of Prop. 3642 W. 147th Place Midlothian, Illinois

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto bearing any and all rents, issues and profits thereof for so long and during all such times as Mortgagor 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, 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 hereof 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 this day and year first above written, pursuant to authority given by resolutions duly passed by the

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

Assistant Secretary Bremen Bank & Trust Co. Not Personally but as Trustee under Trust No. 86-2781 PER ATTACHED RIDER

CORPORATE SEAL

BY [Signature] Assistant Trust Officer Assistant Vice President ATTEST: [Signature] Assistant Secretary

STATE OF ILLINOIS, } I, THE UNDERSIGNED
County of Cook } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Anne P. Klein, Assistant Trust Officer, xxxxxxxxxx of the Bremen Bank & Trust Co. and Jean P. Fulton Assistant Secretary

Trust Officer 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 as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of August, 1986

[Signature] NOTARY PUBLIC

Notarial Seal

NOTE IDENTIFIED 3K

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