

STATUTORY FEDERAL TAX LIEN SEARCH

1081938

PRESENT PARTIES IN INTEREST:

LaSalle National Bank Ac # 99410

DATE OF SEARCH:

RESULT OF SEARCH:

None

29 NOV 89

NOT-859940

5-16-89

770468

INTENDED GRANTEEES OR ASSIGNEES:

RESULT OF SEARCH:

IDENTIFIED No.
Registrar of Torrens Titles CAROL MOSLEY DRAUN R.E.L.

Property of Cook County Clerk's Office

REC-9 02 11 31

# UNOFFICIAL COPY

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RIDER ATTACHED TO TRUST DEED DATED JANUARY 25, 1990 FROM LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 18, 1962 AND KNOWN AS TRUST NUMBER 29410 TO CHICAGO TITLE AND TRUST COMPANY <sup>and not personally</sup>

13. The undersigned will not transfer, assign, or in any way hypothecate or attempt to transfer, assign or hypothecate his right, title or interest in the property securing this Note, without first obtaining the written consent of the holder. Upon any transfer, assignment or hypothecation of undersigned's right, title or interest to the property, securing the Note, without the previous written consent of holder, the principal balance remaining at the time of such transfer, assignment, or hypothecation shall immediately become due and payable. The acceptance of any payment after such transfer, assignment or hypothecation shall not be construed as a consent of the holder to such assignment, transfer or hypothecation nor shall it effect his right to proceed with such action as the holder shall deem necessary.
14. "Mortgagor on behalf of himself/herself and each and every party claiming by or through mortgagor, hereby waives and releases any and all rights of redemption, statutory or otherwise, without prejudice to mortgagee's right to any remedy, legal or equitable which mortgagee may pursue to enforce payment or effect collection of all or any part of the indebtedness secured by this mortgage and without prejudice to mortgagee's rights to a deficiency judgment or any other appropriate relief in the event of foreclosure of this mortgage."
15. The trustee 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 trustee acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

772-859810



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policies not less than ten days prior to the expiration of the term of the trust deed... but need not, make any payment or perform any act herebefore set forth in any form and manner deemed expedient...

- 1. The Trustee or the holders of 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.
2. At the option of the holders of the note and without notice to First Party, its successors or assigns, 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) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.
3. 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 all such abstracts of title, title searches and examinations, title 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 pre-maturity 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) preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
4. 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 First Party, its legal representatives or assigns, as their rights may appear.
5. 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 at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, 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 First Party, its successors or assigns, 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.
6. 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.
7. 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.
8. 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 by the persons herein designated as the makers 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 by the persons herein designated as makers thereof.
9. 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.
10. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
11. 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 deed is issued. 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.

THIS TRUST DEED is executed by the Assistant Vice-President and Assistant Secretary of the LaSalle National Bank, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Assistant Vice-President and Assistant Secretary) hereby grants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or in the note contained shall be construed as creating any liability on the said First Party or on said Assistant Vice-President and Assistant Secretary, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that as to the First Party and its successors and assigns, the legal holder or holders of said note or the owner or owners of any indebtedness secured hereby shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, the Assistant Vice-President and Assistant Secretary of the LaSalle National Bank, not personally but as Trustee as aforesaid, has caused their names to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.
\*LaSalle National Bank LaSalle National Bank As Trustee as aforesaid and not personally.
By [Signature] ASSISTANT VICE-PRESIDENT
Attest [Signature] ASSISTANT SECRETARY

Corporate Seal STATE OF ILLINOIS, COUNTY OF COOK } 53. 3859810
I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby CERTIFY, that the above named Assistant Vice-President and Assistant Secretary of the LaSalle National Bank, Grantor, personally known to me to be the same persons who, as such Assistant Vice-President and Assistant Secretary, are subscribed to the foregoing instrument as such Assistant Vice-President and Assistant Secretary, and that they appeared before me this day in person and acknowledged that they signed and delivered the instrument as their own free and voluntary act and at the free and voluntary act of said LaSalle National Bank, and for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he is the Assistant Secretary, as custodian of the corporate seal of said LaSalle National Bank, and that he caused the corporate seal to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and at the free and voluntary act of said LaSalle National Bank for the uses and purposes therein set forth.
Witness my hand and Notary Seal this 7th day of February, 1920.



IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTES SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.
The instrument, Note mentioned in the within Trust Deed has been identified herewith under identification No. Chicago Title and Trust Company TRUSTEE

11-17-1919 100000-49111 Extension, N. 50200 Order 11-17-1919