

# UNOFFICIAL COPY

## FEDERAL TAX LIEN AFFIDAVIT

State of Illinois }  
County of Cook }

CARL G. WOLF

is 69 years of age and

being duly sworn, upon oath states that

1.  has never been married
2.  the widow(er) of \_\_\_\_\_
3.  married to NANCY M. WOLF  
said marriage having taken place on  
DEC. 30, 1988
4.  divorced from \_\_\_\_\_  
date of decree \_\_\_\_\_  
case \_\_\_\_\_  
county & state \_\_\_\_\_

Affiant further states that HIS social security number is 522-16-3103 and that there are no United States Tax Liens against HIM.

Affiant further states that during the last 10 years, affiant has resided at the following addresses and none other:

FROM (DATE)	TO (DATE)	STREET NO.	CITY	STATE
NOV. 1988	NOT PRESENT	1835B TANGLEWOOD	GLENVIEW	IL 60025
NOV. 1981	NOV. 1988	429 LINDEN AVE.	WILMETTE	IL 60091

Affiant further states that during the last 10 years, affiant has had the following occupations and business addresses and none other:

FROM (DATE)	TO (DATE)	OCCUPATION	EMPLOYER	ADDRESS (STREET NO. & STATE)
JAN. 1, 1985	PRESENT	RETIRED	LAWSONG, B.	4300 PETERSON
MARCH 1956	DEC. 31, 1984	SR. VP, SECTY. & TREASURER	WARNER, INC.	CHICAGO, IL 60646

Affiant further states that affiant makes this affidavit for the purpose of inducing the Registrar of Titles, Cook County, Illinois to issue his Torrens Certificate of title free and clear of possible United States Tax Liens.

Subscribed and sworn to me this

3 day of April, 1991

"OFFICIAL SEAL"  
Sharon A. Pruchnick  
State of Illinois  
Expires 8/10/93

PRUCNICK, SHARON A.

"OFFICIAL SEAL"  
Sharon A. Pruchnick  
Notary Public, State of Illinois  
My Commission Expires 8/10/93

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Property of Cook County Clerk's Office



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CONDOMINIUM RIDER

THE CONDOMINIUM RIDER is made this 27 day of MARCH, 1991, and is incorporated into and shall be deemed to amend and supplement that certain Mortgage (the "Security Instrument") dated of even date herewith, given by the undersigned (the "Mortgagor") to secure Mortgagor's obligations under that certain Equity Credit Line Agreement, dated of even date herewith, between Mortgagor and South Valley Lo Condominium Unit #3 (the "Lender") and covering the property described in the Security Instrument and located at 1835B TANGLEWOOD DR GLENVIEW, IL 60025 (the "Property").

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as \_\_\_\_\_ (the "Condominium Project").

If the owners association or other entity which acts for the Condominium Project (the "Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Mortgagor's interest in the Association, in the uses, proceeds and benefits of Mortgagor's interest.

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Mortgagor and Lender further covenant and agree as follows:

**A. Assessments.** Mortgagor shall promptly pay, when due, all assessments imposed by the Association pursuant to the provisions of the Declaration, by-laws, code of regulations and any other equivalent documents (the "Constituent Documents") of the Condominium Project.

**B. Hazard Insurance.** So long as the Association maintains, with a generally accepted insurance carrier, a "master", "blanket", or similar such policy on the Condominium Project, which policy provides insurance coverage against fire, hazards included within the term "extended coverage", and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, the Mortgagor's obligation under the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied. Mortgagor shall give Lender 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 common elements, any such proceeds payable to Mortgagor are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with the excess, if any, paid to Mortgagor.

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

- (i) 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;
- (ii) any material amendment to the Constituent Documents, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or
- (iii) the effectuation of any decision by the Association to terminate professional management and assume self-management of the Condominium Project.

**D. Easements.** Mortgagor also hereby grants to the Lender, its successors and assigns, as rights and easements appurtenant to the Property, the rights and easements for the benefit of said Property set forth in the Constituent Documents.

The Security Instrument is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in the Constituent Documents the same as though the provisions of the Constituent Documents were recited and stipulated at length herein.

**E. Remedies.** If Mortgagor breaches Mortgagor's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the Security Instrument.

IN WITNESS WHEREOF, Mortgagor has executed this Condominium Rider.

x Carl G. Wolf

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Property of Cook County Clerk's Office

# UNOFFICIAL COPY

3996510

## TRUST DEED

766569

CTTC 7

THE ABOVE SPACE FOR REORDER'S USE ONLY

THIS INDENTURE, made MARCH 27, 19 91, between  
EARL G. WOLF, DIVORCED & NOT SINCE REMARRIED

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

FIFTEEN THOUSAND &amp; NO/100

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER THE FIRST NATIONAL BANK OF CHICAGO

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from APRIL 3 1991 on the balance of principal remaining from time to time unpaid at the rate of 11.90 per cent per annum in instalments (including principal and interest) as follows:

THREE HUNDRED THIRTY THREE & 13/100 Dollars or more on the 5TH day of MAY 19 91, and THREE HUNDRED THIRTY THREE & 13/100 Dollars or more on the 5TH 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 5TH day of APRIL 96. 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 11.90 per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, 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 The First National Bank of Chicago in said City.

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 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 CITY OF GLENVIEW, COUNTY OF COOK, AND STATE OF ILLINOIS, to wit:

UNIT \_\_\_\_\_ on described in survey delineated on 27th October, 19\_\_\_\_\_, as Document Number 235600  
Ownership registered on the \_\_\_\_\_ day of \_\_\_\_\_ as

## ITEM 2

An Undivided 12.49% interest (except the Units delineated and described in said survey) in and to the following Described Premises:

That part of LOT TWO (2), In Valley Lo-Unit One, described as follows:— Commencing at the Southeast corner of said Lot 2 and running thence Northwestwardly along the South westerly line of said Lot 2, being here a curved line convex to the Southwest and having a radius of 272.01 feet, a distance of 131.08 feet; thence continuing Northwestwardly along said Southwesterly line of Lot 2, being here a straight line, a distance of 278.51 feet to the Southwest corner of said part of Lot 2 hereinafter described, and the point of beginning for the description thereof; thence East along a straight line, a distance of 265.91 feet to a point on the East line of said Lot 2, which point is 306.82 feet North from said Southeast corner of Lot 2; thence North along said East line of Lot 2, a distance of 83.67 feet to the most Easterly Northeast corner of said Lot 2; thence West along a Northerly line of said Lot 2, a distance of 216.30 feet to a corner of said Lot 2; thence continuing West along a Westward extension of said Northerly line of Lot 2, a distance of 111.32 feet to its intersection with the Southwesterly line of said Lot 2 and thence Southwardly along said Southwesterly line of Lot 2, a distance of 104.09 feet to the point of beginning; In Valley Lo-Unit One being a Subdivision in Section 26, Township 42 North, Range 12, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on December 15, 1966, as Document Number 2304867.

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 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.

Carl G. Wolf

[ SEAL ]

[ SEAL ]

[ SEAL ]

[ SEAL ]

STATE OF ILLINOIS,

County of \_\_\_\_\_

{ SS. I, Sharon A. Pruchnick, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Carl G. Wolf, Divorced, Not Married

who \_\_\_\_\_ personally known to me to be the same person \_\_\_\_\_ whose name is \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

"OFFICIAL SEAL"

Sharon A. Pruchnick  
Notary Public, State of Illinois  
My Commission Expires 8/10/93

Given under my hand and Notarial Seal this 3 day of March, 1991.

Sharon A. Pruchnick

Notary Public

Notarial Seal



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R.11/75

Form BO7 Trust Deed - Individual Mortgagors - Where One or More Mortgagors Individually or Jointly Note or Instalment Note or Note and Mortgagor Seal This

NOTARIAL SEAL

My Commission Expires 8/10/93

Notary Public, State of Illinois

Sharon A. Prichard

*[Handwritten Signature]*  
19

d/c/o

whereunder my hand and Notarial Seal this  
day of March, 1993 for the uses and purposes herein set forth.

to the  
same, sealed and delivered the said instrument as  
free and  
clear of all encumbrances, before me this day in person and acknowledged that  
I have personally known to me to be the same Person whose name  
is John D. Hause.

STATE OF ILLINOIS, ss. THAT I, Sharon A. Prichard,  
County of Cook,  
a Notary Public in and for said County, in the State of Illinois, do HEREBY CERTIFY

that I, Sharon A. Prichard, Notary Public in and for the County of Cook, State of Illinois, do hereby certify that the above instrument was executed before me this day in the presence of two witnesses, whose names appear below, and that they were personally known to me to be the same persons whose names are subscribed thereto.

WITNESS the hand and seal of Mortgagors the day and year first above written,  
and successors and assigns.

This trust deed consists of two pages. The conditions and provisions appearing on page 2 (th) 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,

and dñe and beneficiaries until the mortgagors do hereby expressly release and discharge on the date of Illinois, which  
is the term set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the uses and  
successions and assigments.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors, and assigns, forever, for the purpose, and upon the uses and  
conditions and covenants set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of Illinois, which

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is the term set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of Illinois, which

NOTE IDENTIFIED

AFFIDAVIT OF NO U.S. TAX LIEN ATTACHED

*[Signature]*

THIS INDENTURE, made between <u>CHARL G. WOLF</u> , DIVORCE & NOT SINCEREMARRIED 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 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 FIFTEEN THOUSAND & NO/100 evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER, THE FIRST NATIONAL BANK AT CHICAGO	
WHEREAS the Mortgagors of the Note of even date herewith, made payable to THE ORDER OF FIFTEEN THOUSAND & NO/100 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 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 THE ABOVE SPACE FOR RECORDERS USE ONLY	

3996510

TRUST DEED

COURT RE

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Page 2  
THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagors 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 hire 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. Mortgagors 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 Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors 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 the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 attorney's 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 Mortgagors.

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. Mortgagors 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 Mortgagors, 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 Mortgagors 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 all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar documents 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; or (c) 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 proceeding, 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 Mortgagors, their heirs, legal representatives 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 suit, without notice, without regard to the solvency or insolvency of Mortgagors 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 in any further times when Mortgagors, 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 finality of 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 therefrom 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.

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 Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" 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. 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 provision of this trust deed. The provisions of the "Trust And Trustee Act" of the State of Illinois shall be applicable to this trust deed.

**IMPORTANT!**

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 266509

CHICAGO TITLE AND TRUST COMPANY,

Trustee,

Assistant Vice President

MAIL TO:

The First National Bank of Chicago

Mail Suite 0481

Chicago, IL 60634-0882

Attn: Personal Credit Center/CHERYL L LAYMAN

CE IN RECORDER'S OFFICE BOX NUMBER

10-2 Hd 89  
3  
Date  
Address  
City  
State  
Zip  
Phone  
Delivery  
Comments

FOR RECORDER'S INDEX PURPOSES  
USE STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE  
ACLU 1000 E. LONGWOOD DR.  
GLENVIEW, IL 60025

CHICAGO TITLE AND TRUST COMPANY  
Glenview, IL 60025