UNOFFICIAL COPY

This instrument was propared by Janet M. Frontier 4000 W. North Ave., Chicago, Illinois

23 113 283

FORM 223

This Indenture, Made June 2, 1975, between Pronegar Trust & SAVINGS BANK, an Illinois Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated June 2, 1975

and known as trust number 19404

herein referred to as "First Party," and PIONEER TRUST & SAVINGS BANK

 ∞

N

(-)

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT WHEREAS First Party has concurrently herewith executed its note bearing even date herewith in the

OFRINCE LS AS OF

SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100 (\$17,500.00)

DOLLARS.

made payable to LEARER

and delivered in and by

which said Note the A're t Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter spec ficult described, the said principal sum and interest

on the balance of principal remaining from

time to time unpaid at the late of 8-3/4 per cent per annum in instalments as follows: ONE HUNDRED FIFTY EIGHT AND NO/100

(\$158.00)

DULLARS on the

lst

day of

July

19 75, and

ONE HUNDRED FIFTY EIGHT AND NO/100

PRODUCT SERVICE SERVICES DE LA COMPTENZA DE LA

(\$158.00) DOLL

DOLLARS 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 June 2,35. All such payments on account of the indebtedness evidenced by said note to be first applied to interest in the annual principal balance and the remainder to principal provided that the principal of each instalment unless 2,22 when due shall bear interest at the rate observatory cent per annum, and all of said principal and interest being nade revable at the office of

Pioneer Trust & Savings Bank Cuicag, Illinois, or such other place in the City of Chicago as the legal holders of the note may from time to time, in writing appoint.

NOW, THEREFORE, First Party to secure the payment of the said in an of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and all on consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by the presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Litar's situate, lying and being in Charles Courty or Cook AND S ATE OF ILLINOIS, to-wit:

Lot thirty-nine (39) In block six (6) in Boobe's Subdivision of the East half of the North West quarter (except the five acres in the North East Corner thereof) of Section two (2), Township thirty-nine (39) North, Range thirteen (13), East of the Third Principal Meridian.



which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, oasements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns 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 hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

118445

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon equest exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) comple'e within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay be reany penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer serve on Arges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to hold a few thereof the premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the abstract of premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the abstract companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in all middletonal and renowal prices, to indices of the note, and in case of insurance about to expire, to deliver renowal policies not less than te doy: prior to the respective dates of expiration; then Trustee or the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renowal

2. 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 bil, stitement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, the nent or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

- 3. At the option of the holders of the note and without retice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstar in 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.
- whether or not actually commenced.

5. 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.

6. 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 time 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: (1) 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; (2) the deficiency in case of a sale and deficiency.

9-

UNOFFICIAL COPY

- 7. 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.
- 8. Trustee has no duty to examine the title, location, existence, or condition of the premises, 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.
- 9. 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 a deshibit 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 except as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it is never executed a certificate on any instrument identifying same as 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 on behalf of First Party.

 10. Trustee the region by instrument in writing filed in the office of the Recorder or Registers of Tibles in
- 10. Trustee rine 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 Dec.s of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall be cattled to reasonable compensation for all acts performed hereunder.
- 11. The Mortgagors agree to deposit: (1) by the end of each calendar year a sum equivalent to the amount of the annual real estate taxes assessed on the property described herein for such calendar year payable in the succeeding year, as estimated by the Trustee, and to make said account in equal monthly instalments during each calendar year or portion thereof; and (2) a further sum, as estimated by the Trustee, equivalent to 1/12th of the annual premiums for policies for fire and all other hazard insurance required in the Trust Deed. All such deposits shall be non-interest bearing deposits and shall be made on the first day of each month.
- deposits and shall be made on the first day of ach month.

 12. Mortgagor shall not permit assignment plodge, or transfer of the beneficial interest in Trust Number 19404 without the prior written consent of Mortgagee.

23 113 283

THIS TRUST DEED is executed by the Pionzen Taust & Savings 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 Pioneer Trust & Savings Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Pioneer Trust & Savings Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, 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 new or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Pioneer Trust & Savings Bank personally are concerned, the legal holder or helders of said note and the owner or owners of any indebtedness accruing hereunder 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 WITMESS WHEREOE Research Trust & Savings Bank, not personally between the said note and the owner or owners of the liability of the guarantor, if any.

IN WITNESS WHEREOF, PRONEER TRUST & SAVENCS BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

PIONEER TRUST & SAVINGS BANK Ay Trustee as aforesgid and not personally

Vice-President

Assistant Secretary

LP

UNOFFICIAL COPY

Para la la 1888 de la constitut destino des constitutos de la constitución de la constitución de la constitución		i Var d'Americana e socialistica de l'actual de proposación de la Companya de pro-	estemus consistent mais a statuta a configurações (125 m g) a co.
(COOK COUR FILED FOR		المتا المستعملين	
Jun 13 10 :	or 14 '75	alcorors of	100
COUNTY OF COOK		*23113	1283
I,	he undersigned	***************************************	
	in and for said County, in the	State aforesaid, DO HEREBY C	ERTIFY,
that		TAVES & DOST	
Vice-President of	the Pioneer Trust & Savings Ba	Assistant	
scribed to the fore tively, appeared to delivered the said untary act of said and the said Assist corporate seal of this own free and v	are personally known to me to going instrument as such Vice-Pefore me this day in person a instrument as their own free ar Bank, as Trustee as aforesaid, fo ant Secretary then and there acliaid Bank, did affix the corporate pluntary act and as the free and uses and purposes therein set for	be the same persons whose names resident, and Assistant Secretary, nd acknowledged that they sig and voluntary act and as the free or the uses and purposes therein cnowledged that he, as custodia e seal of said Bank to said instr voluntary act of said Bank, as T	are sub- y, respec- med and and vol- set forth; n of the ument as
	er my hand and notarial seal, this	loth	
de of annanamen		1	1.
		nission Expires Aug. 31, 1978	S. S
0/	My Com	nission Expires Aug. 31, 1978	S S
T			
•	(,	ૈંડ	
/	0,		
e	4h- 1		-
The Instalment Note rieutioned in the within Trust Deed has been identified here. with under telentification (No. 2 2 / 2 / 2 / 2 / 2 / 2 / 2 / 2 / 2 /	My Somi	h the note hould ustee Trust	
dentification of the second of		IMPOLYANT the products of both the product and leister, the note of the Trustee of therein before the Trustee of therein before the Trustee is filed for record.	
2 / / S		tion of both length, the Lines (Deed s by the Tri by core the brow the record.	
stalment Note 1 ust Deed has bee to Heientification Vice Pi		MPOKTA. praction of praction of control of	
t Deen T		IMPOK the pot the over and it to by this II dentified it ed herein by	
Instance of Instan		For the bornown secured in a ned in Leed in	
The In within Tr	or to copy as a positive to be a second of the contract of the	$\mathcal{O}_{\mathcal{K}}$	
			·
E Bar		Bank.	
		Average 639	
ST I	Trustee	S Sa North	
Box 535 UST C. UST & Savi		Trust & Saving 9 West North Av Chicago, III. 66599	
Box 533 TRUST DEEI Fioneer Trust & Savings Bank as Trustee To	rat hayear the a hall	Pioneer Trust & Savings Band 4000 West North Avense Chicago, III. 60639	
Fior		Pion ,	148
1 - 1	!		