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This instrument was prepared by Janet M . Frontier 4000 W. North Ave., Chicago, Ill.

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This Indenture, Made June 2, 1975, between Pioneen Trust & Savines P. M. 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 January 30, 1956

and known as trust number 10452

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

an Illinois corporation herein reinten to as trustee, witnesseth:
THAT, WHEREAS First Party has concurrently herewith executed its note bearing even date herewith in the principal sum of

SEVENTY FIVE THOUSAND AND NO/100 (\$75,000.00)

made payable to BEARER

and delivered in and by

which said Note the First Party promises to pay c.t of the portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principr. sun and interest

on the balance of principal remaining from

time to time unpaid at the rate of 9-1/2 per cent per ann im in instalments as follows: SEVEN HUNDRED EIGHTY FOUR AND NO/100

(\$784.00)

DOLLARS on the lst

SEVEN HUNDRED EIGHTY FOUR AND NO/100 (\$784.00) DOLLARS on the

day of each. lst

thereafter until said note is fully paid except that the final payment of prit cipal and interest, if not sooner, paid, shall be due on the 1st day of June 1990. All such payme...s in account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal bal nee and the remainder to principal provided that the principal of each instalment unless paid when due shall bear ...tc est at the rate of xeven per cent per annum, and all of said principal and interest being made payable at the office of

Pioneer Trust & Savings Bank Chicago, 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 principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, makes, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and their grant remise. Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to-wit:

> That part of the West 1/2 of the South West 1/4 of Section 33, Township 40 North, Rango 13 East of the Third Principal Moridian lying North of the North line of the Chicago, Milwaukoo and St. Paul Railroad, except the East 33 foot thereof condemned by City of Chicago for street purposes in Cook County, Illinois.



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 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.

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IT IS TUITHER UNDERSTOOD AND AGREED THAT:

- 1. Until 'ne indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (_) 'no pulty repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become 'ne betroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic' or other lieus or claims for lieu not expressly subordinated to the lieu hereof; (3) pay when due any indebtedness which in a way be secured by a lieu or charge on the premises superior to the lieu hereof; (4) complete within a reasonable that any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirences of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making may rial alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges are not the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate 'necipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party my desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured agan ast loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companned for any 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 by fire, lightning or windstorm under policies, necluding additional and renewal policies, to holders of the 'note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective flambs, and in case of ins
- The Trustee or the holders of the note hereby secured making my 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.
- 3. 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 rote or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in maling 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.
- 4. When the indebtedness hereby secured shall become due whother by acceleration or otherwise, holders of the note or Trustee shall have the right to forcelose the lien hereof. In any sult to forcelose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expose you have a paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustees and expenditures and expenditures and expenditures and expenditures and expenditures and expenditures and expenditure of the note for attorneys' fees, Trustees of the note for attorneys' fees, Trustees of estimated as to items to be expended after entry of decree) of procuring all such abstracts of title, it is searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title is Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to didors at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premise. If expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebt does secured hereby and immediately due and payable, with interest thereon at the rate of Engagement of the promise. In any proceeding, 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 soil for the forcelose where hereof after accrual of anch right to forcelose 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.
- 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 my 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 he 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, possossion, 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 the rich 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.

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- 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 h. no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to re ord his trust deed or to exercise any power heroin given unless expressly obligated by the terms hereof, nor be limber any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or er cloyees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- 9. Trustee shall rele se this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all 'me're dness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to 'id a the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note of a senting that all indebtedness hereby secured has been paid, which representation Trustee may accept as true will not note; a senting that all indebtedness hereby secured has been paid, which representation Trustee may accept as the genuine note in a notification purporting to be executed by a prior trustee here note or which conforms in substance with the description herein contained of the note and which purports to be executed a catificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein describ an any note which may be presented and which conforms in substance with the description herein contained of the note and 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 may resign by instrument in viii 2 filled in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded with the promises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, power, and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation of 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 takes assessed on the property described herein for such calendar year payable in the succeeding year, as estimated by the Trustoe, and to make said deposit in equal mothly instalments during each calendar year or portion thereof; and (2) a further sum, as someted by the Trustoe, equivalent to 1/12th of the annual premiums for policies or file 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.

12. Mortgagor shall not permit assignment, pledge, or transfer of the beneficial interest in Trust Number 10452 without the prior written consence. Mortgagee.

ne bei. urtgagee. THIS TRUST DEED is executed by the Pioneer 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 now or here-after 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 holders 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 WITNESS WHEREOF, Promeen Taust & Savings Bank, not personally but as Trustee as aforesaid, has

IN WITNESS WHEREOF, PIONEER TRUST & SAVINGS 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
As Trustee as aforesaid and not personally,

Vice-President

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STATE OF ILLINOIS) 1 56 PH '75 ice-President of the Pioneer Trust & Savings Bank, and......Herbert Assistant Secretary or set all Bank, who are personally known to me to be the same persons whose names are subscript at the foregoing instrument as such Vice-President, and Assistant Secretary, respectively prepared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of fild Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth. The Instalment Note mentioned in the within Trust Deed has been identified herebe identified by the fruster named here setore the Trus gal-under Identification, No. 22 Deed is fa. 4 Pioneer Trust & Savings Bank 4000 West North Avenue

END OF RECORDED DOCUMENT