

# UNOFFICIAL COPY

25533985  
JUL-17

July 17.

is 80, between PIONEER BANK & TRUST COMPANY,

This judgement, 22-40

an Investor Corporation, not personally but as Trustee under the Agreement of a Director of which he was duly authorized and empowered to sign such Agreement dated 7-17-80

*and Attorney as trust member* **22422** *Attorneys referred to as "Trustees" and ATTORNEY AS TRUST MEMBER* *- this corporation being referred to as TRUSTEE* *and/or*

THAT, WHEREAS First Party has subsequently agreed to waive its right to receive some of the amounts sum of

FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS.

11 of 11

Note on the balance of principal remaining from time to time unpaid in installments as follows  
\$2,000.00 principal reduction in consecutive quarterly instalments plus interest monthly on  
balance remaining at 3% over prime rate charged by Pioneer DRAWNS on the 5th day of September  
Bank of America, N.A.

thereafter until said note is fully paid except that the last payment of principal and interest, if not sooner paid, shall be due on the 5th day of March in 82. 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 installment unless paid when due shall bear interest at the rate of per cent per annum, and all said principal and interest being made payable at the office of PIONEER BANK & TRUST COMPANY, Chicago, Illinois, or such other place as the City of Chicago, on the last Friday of the month, from time to time.

NOW, THEREFORE, First Party to secure the payment of the said principal sum and interest, the receipt whereof it hereby acknowledges, does by these presents grant and convey unto the Trustee its successors and assigns the following described Real Estate, being and having as the same appears to me:

Lots 31 and 32 in block 4 in Strayhorn's Subdivision of the South  $\frac{1}{2}$  of the South East  $\frac{1}{4}$  of the North East  $\frac{1}{4}$  of Section 3, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

**10<sub>00</sub>**

COOK COUNTY, ILLINOIS  
CLERK OF THE COURT

Sidney K. Ober  
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ISSN 1113-1837

25533985

प्राचीन रूप से विद्युत ऊर्जा का उपयोग विद्युत ऊर्जा का उपयोग विद्युत ऊर्जा का उपयोग

**OTHER** and **UNPREDICTABLE, UNKNOWN, UNPREDICTABLE, UNKNOWN, AND UNKNOWN** THINGS HAPPEN, AND IT IS POSSIBLE THAT THEY WILL HARM YOU OR YOUR BUSINESS. YOU ARE ADVISED TO TAKE PRECAUTIONS, AND IF YOU DO NOT WANT TO TAKE THEM, YOU ARE ADVISED TO TALK WITH YOUR ATTORNEY OR OTHER LEGAL PROFESSIONAL.

2. The tenure or the holding of the name holder entered leading any position having administrative relation to State or Government, may be ascertained by any Bill, Commission or Committee presided over the appropriate public office which enquiry into the occupancy of such post.

3. At the request of the holder of the note or of another party, First Party, at its option, shall have the right to require payment of all or any part of the amount outstanding on the note, plus interest, costs, expenses, taxes or other charges thereon, by the holder or by another party, in cash or by transfer of ownership of personal property, notwithstanding anything to the contrary in the note or in these credit documents.

4. Notwithstanding anything to the contrary in the note or in these credit documents, if at any time after the date of issue of this note, First Party, shall become entitled to receive payment of the entire or a portion of the amount outstanding on the note, plus interest, costs, expenses, taxes or other charges thereon, by the holder or by another party, in cash or by transfer of ownership of personal property, First Party, at its option, shall have the right to require payment of all or any part of the amount outstanding on the note, plus interest, costs, expenses, taxes or other charges thereon, by the holder or by another party, in cash or by transfer of ownership of personal property, notwithstanding anything to the contrary in the note or in these credit documents.

shall be entitled to such additional indebtedness as the trustee or holder of the note may be entitled to receive by reason of the payment of interest at the rate of six percent per annum, when paid or incurred by trustee or holder of the note in connection with his any prepayment, including prepayments by reason of his default or any bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, for the defense of any threatened suit or proceeding which might affect the premises or the security thereof, whether or not he is personally liable therefor, or for the defense of any threatened suit or proceeding which might affect the premises or the security thereof, whether or not he is personally liable therefor.

5. The products of any bankruptcy sale of the property shall be distributed and apportioned in the following order of priority: First, payment of all costs and expenses incident to the bankruptcy proceedings, including all such fees as may be required for carrying out such proceedings; second, all other amounts held under the name of the bankrupt company or individual as evidenced by the books, except interest on money so held as herein provided; third, all unpaid and unexpired remaining unpaid on the face of the books; fourth, legal representations and expenses, as their rights may appear.

6. Upon, or at any time after the filing of a bill to bankruptcy, the trustee may cause a receiver of said premises. Such appointment may be made either before or after sale, without notice, without

\* Borrower has right to make pre-payments to principle at any time without penalty. Rate after maturity Prime + 5.00% per annum

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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 has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record the trust deed or to execute 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 heirs thereto 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, under belief or after scrutiny thereof, produce and exhibit to Trustee the note representing that all indebtedness thereby incurred 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 true the note and which represents to be unexecuted on behalf of First Party, and unless the trustee is represented of the original trustee and it has never executed a certificate of any instrument directly relating to 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 may resign by instrument in writing filed in the office of the Recorder or Register 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, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
11. That in the event the ownership of said property or any part thereof becomes vested in a person other than the First Party, the Trustee may, without notice to the First Party, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the First Party, and may refuse to make or may extend time for payment of the debt secured hereby without discharging or in any way affecting the liability of the First Party hereunder or upon the debt hereby secured.
12. If the First Party or any assignee of a beneficiary waives and and of right of redemption from sale under any writ or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditor of the First Party, to whom it may then be in or become the possession enforceable to the date of such writ or decree.
13. Funds for Taxes and Insurance. Subject to applicable law the First Party shall pay to Trustee on the due dates all installments of principal and interest are payable under the Note, and the Note is paid in full, a sum equal to 1/12th of the yearly taxes and assessments, plus 1/12th of yearly premium established for hazard insurance, all as reasonably estimated initially and from time to time by Trustee on the basis of assessments and bills and reasonable estimates thereof.
14. The First Party shall not permit assignment, pledge, or transfer of the beneficial interest or ownership of the real estate in Trust Number 22422 without the prior written consent of Trustee.

*25533 985*

THIS TRUST DEED is executed by the PIONEER BANK & TRUST COMPANY, 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 BANK & TRUST COMPANY, 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 BANK & TRUST COMPANY, successively to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied therein contained. All such liability, if any, being expressly waived by Trustee and every person now or hereafter claiming any right or security hereunder, and that as far as the First Party and its successors and said PIONEER BANK & TRUST COMPANY personally are concerned, the legal holder or holders or servitors 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 law hereby created, in the manner herein and in said note provided or otherwise to enforce the personal liability of the grantee, if any.

IN WITNESS WHEREOF, PIONEER BANK & TRUST COMPANY, 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.

*John J. Stojan*  
PIONEER BANK & TRUST COMPANY  
as Trustee as aforesaid and not personally  
TEST: *James L. McKeown*

The Installment Note mentioned in the  
within Trust Deed has been identified here-  
with under Identification No. 2-71-2/  
*John J. Stojan*  
Trustee.

STATE OF ILLINOIS | SS  
COUNTY OF COOK |

I, the undersigned Notary Public, and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President and Assistant Secretary of the PIONEER BANK & TRUST COMPANY, last party personally known to me to be the same person whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, have signed before me this day in person and acknowledged that they signed and delivered in said instrument as their true free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Assistant Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument and the said Notary Public's own free and voluntary act and as the free and voluntary act of his Commissioner for the uses and purposes therein set forth.

Given under my hand and Notarial Seal the 20th day of July, 1980

*Lucinda M. McKeown*  
Notary Public C-1077

<b>D E L I V E R Y</b>	Name      Pioneer Bank & Trust Company Street    4000 W. North Avenue City      Chicago, Ill. 60639	OR  Instructions  Recorder's Office Box Number <u>22</u>	For Information Only Insert Street Address of Above Described Property Here  <hr/> <hr/>

This Instrument Prepared By: Carmela Pesole

PIONEER BANK & TRUST COMPANY, 4000 W. North Avenue, Chicago, Illinois 60639

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DCS 2027

**RECORDER OF DEEDS  
COOK COUNTY, ILLINOIS**

RECORDER  
SIDNEY R. OLSEN



CHIEF DEPUTY RECORDER  
~~XHEBXXXXXHXXXXXX~~  
JOHN RICE

ADMINISTRATIVE ASSISTANT  
~~XXERXXXXXOXXXXXX~~  
HARRY "BUS" YORELL

**CERTIFICATE OF ADDITIONS**

THIS IS TO CERTIFY THAT THE MICROFILMED  
IMAGES APPEARING ON THIS ROLL OF FILM  
BETWEEN START ADDITIONS AND END ADDITIONS  
ARE TRUE AND ACCURATE IMAGES OF THOSE  
DOCUMENTS OF THE RECORDER OF DEEDS  
COOK COUNTY, ILLINOIS, WHICH WERE MISSING  
OR PROVED UNREADABLE UPON INSPECTION OF  
THE ORIGINAL ROLL, AND ARE TO BE SPLICED  
TO SUCH ORIGINAL ROLL FOR ITS COMPLETION.

  
CAMERA OPERATOR