

UNOFFICIAL COPY

25554256

This Indenture, Made December 26 **1979** between PIONEER BANK & TRUST COMPANY,

an Illinois Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly executed and delivered to said Bank in pursuance of a Trust Agreement dated 12-28-79.

and known as trust number 170 herein referred to as "First Party" and **Pioneer Bank & Trust Co.**

Digitized by srujanika@gmail.com

Twelve thousand four hundred nine & 25/100.

Pioneer Bank & Trust Co.

which said State the First Party promises to pay out of their purse of _____ the amount due subject to said Trade Agreement and heretofore specifically described, the said principal sum and interest _____.

or the balance of principal remaining from time to time unpaid at the rate of _____ per cent per annum.

installments as follows: One hundred seventy-six & 10/100 DOLLARS on the 9th day of Feb

8th January 19

For more information about the study, please contact Dr. Michael J. Hwang at (319) 356-4550 or via email at mhwang@uiowa.edu.

Pioneer Bank & Trust Co.

Check, Illinois, or such other place in the City of Chicago as the legal holder of the note may from time to time in writing appoint.

Now, THEREFORE, 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 (\$1.00), the receipt whereof is hereby acknowledged, paid by these presents, present, remade, renew'd, and delivered this the forty (40)th day of September and execute the following described Real Estate situated, lying and being in the

Lot 3 and the E $\frac{1}{2}$ of Lot 4 in Block 3 in the subdivision of that part of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of lying S of the S line of the Chicago Harlem and Batavia Railroad right of way, in Cook County, Illinois.

which, with the general parameter described, is referred to here as the "universal".

TOGETHER WITH all refrigerators, freezers, freezers, coolers, fridges, and deepfreezers, together with all parts, cases and parts thereof for as long and during all such times as First Party, at its sole discretion, selects, such articles are accepted previously and on a quantity basis and not rejected and not compensated; and if accepted, received or rejected prior to payment of rent thereon or otherwise when so accepted, received or rejected, such articles shall be held by First Party, and shall be liable for damage, loss, theft, or destruction of such articles, unless otherwise agreed by First Party.

TO HAVE AND TO HOLD the premises aforesaid subject to the covenants set forth above.

2. The trustee or the holders of the note bonds aforesaid making any payment hereby authorized, whether by check or otherwise, may do so according to any bill, statement or estimate prepared from the appropriate public or notarial copies of the account of such bill, statement or estimate or unto the validity of any tax, assessment, rate, forfeiture, fee, fine or rate or claim thereto.

3. As the trustees of the holders of the note and security hence to First Party, as successors of Acceptor, all powers and rights received by the latter under such, wholly existing documents in the name or in the trust behalf to the credit of the First Party, shall be held by the First Party, and shall be exercisable by the First Party.

4. Where the shareholders hereby declare that because of the nature of the business, it would be impractical to have shareholders of record at all times, the shareholders of record at the time of the filing of this Form 10 or as successors or assigns to do one of the following shall be deemed to be the shareholders of record at the time of the filing of this Form 10:

allowed and excluded as additional methodologies in the design for each of experiments and responses which may be used or generated by us or behalf of Tenant or holders of the title for interests in form, Tenant's form, instrument's charges publication costs and costs which may be estimated at its time, as it has expended other ways of discerning all such interests of title, title searches, title insurance, professional services, title search certificates, and similar costs and expenses with respect to title as Tenant or holders of the title may deem to be reasonably necessary to protect such title or its interest in holdover or otherwise.

any sale which may be had pursuant to such decree the sum or balance of the debt as to the value of the premises, all assessments, and expenses of the owner as the paragraph shall become so much additional indebtedness secured thereby and immediately due and payable, until interest thereon at the rate of $\frac{1}{2}$ per cent. per annum, which and as received by Trustee or holders of the note in connection with all other proceedings, including reduction of principal, payment of interest, and payment of costs, shall be retained by the holder of the note for the recovery of the same, and the balance of the amount so paid over and above the amount of the debt, and the expenses of collection, shall be returned to the party, who may have been compelled to pay or contribute thereto, and if the amount so paid over and above the amount of the debt, and the expenses of collection, exceeds the amount of the debt, and the expenses of collection, the party, who may have been compelled to pay or contribute thereto, shall be entitled to a deficiency judgment against the party, who may have been compelled to pay or contribute thereto, for the amount so paid over and above the amount of the debt, and the expenses of collection, which might affect the payment of the second holder, and so forth, accordingly.

the amount of such compensation or other sum which may be due to him by reason of his services during the whole of said period. The Court shall give to the plaintiff such time as he may require to make out his account and to have it examined by the defendant or his agent or attorney at law or at any other place.

2. Trustees or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be afforded for that purpose.

Page 11 of 11

Kathy Sherk

Ruth Sheldan

UNOFFICIAL COPY

8. Trustee has no duty to examine the date, 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 refuse indemnification heretofore to it herein authorizing any power herein.
9. Trustee shall return the trust deed and the fees therfor by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by the trust deed has been fully paid; and Trustee may execute and deliver a Deed of Recall to and/or the release of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the duly acknowledgement that all indebtedness hereby secured has been paid, which representative Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the previous note holder described any note which bears a certificate of identification purporting to be executed by it or the previous holder or which certifies in substance that the documents contained therein are copies of the original notes and which purports to be executed on behalf of First Party; and where the release is executed of the original trustee and it has been executed by another trustee, such successor trustee may accept as the previous note holder described any note which may be presented and which certifies in substance that the documents contained in the note or notes which have been presented are copies of the original notes 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 Register or Register of Titles in which the 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 hereunder shall have the usual title, powers and authority as are herein given Trustee, and the Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

THE TRUST DEED is executed by the PIONEER BANK & TRUST COMPANY, not personally but as Vice President and Assistant Secretary in the exercise of the power and authority conferred upon and vested in it as such Trustee and PIONEER BANK & TRUST COMPANY, not personally but as Vice President and Assistant Secretary, respectively, acknowledged that having caused to be affixed thereto the corporate seal of said Corporation to constitute an indorsement of the same, First Party, or we and PIONEER BANK & TRUST COMPANY, personally, and every agent, employee, officer, director, or trustee, and every other person, firm, or corporation, to whom any right or interest may or hereafter may be granted, sold, or otherwise disposed of, and every holder or holder-in-right of any right or interest hereunder, and that so far as the First Party and its successors and said PIONEER BANK & TRUST COMPANY personally are concerned, the legal holder or holders of said note and the holder or holders of any interest therein accrued hereunder shall hold solely to the premises herein conveyed for the payment thereof, the enforcement of the law hereby created, or the manner herein set out in this note provided or by action or process or the like, or by the action of the parties or any

IN WITNESS WHEREOF, PIONEER BANK & TRUST COMPANY, not personally but as Trustee as aforesaid, has caused his initials to be placed to its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

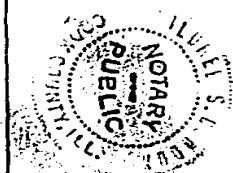
PIONEER BANK & TRUST COMPANY
Vice President and Assistant Secretary

ATTEST



Document Number

STATE OF ILLINOIS | SS.
COUNTY OF COOK



I, the undersigned, a Notary Public in 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, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own 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 then and there acknowledged that 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 as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 19th day of August, 1980

Michael J. Gordon
Notary Public

NAME	THIS DOCUMENT PREPARED BY: AIDA GARCIA CONSUMER LOAN PIONEER BANK & TRUST CO CHICAGO, IL 60639 OR
STREET	
CITY	
INSTRUCTIONS	RECODER'S OFFICE BOX NUMBER 1520 AUG 20 AM 11 43

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

The Installment Note mentioned in the
within Trust Deed has been identified here-
with, under Identification No. 10.00

Trustee.

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

F 223 R.1/76

END OF RECORDED DOCUMENT

25554256

AUG 20 1980 332209 25554256 - 100
25554256 10.00