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63-29607

25572873

This Indenture, Made August 26, 1980, between PIONEER BANK & TRUST COMPANY,

an Illinois corporation, herein referred to as TRUSTEE, whose certificate of incorporation and by-laws are filed with the Secretary of State of Illinois.

THAT, WHEREAS First City has consequently herewith executed its note bearing even date herewith in the PRINCIPAL SUM OF Three thousand & 00/100 DOLLARS.

made payable to BEARER \_\_\_\_\_ **Pioneer Bank** \_\_\_\_\_ and delivered in and by **Pioneer Bank & Trust Co.** \_\_\_\_\_

on the balance of principal remaining from time to time unpaid at the rate of \_\_\_\_\_ per cent per annum in

installments as follows: One hundred twenty-two & 50/100 DOLLARS on the 25th day of March

25th day of Feb. 19 83 All such  
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 25th day of Feb. 19 83 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 be due on the 25th day of Feb. 19 83 All such

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest as aforesaid, 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, release, alien and convey to the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest as aforesaid, and to 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, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the City of Chicago, Cook County, State of Illinois, viz:

Lot 63 in William Zuetell's North 59th Avenue Subdivision in the West Half of the Southeast quarter of Section 29, Township 40 North Range 13, East of the third Principal Meridian, in Cook County, Illinois.

which with the property hereinbefore 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 may be played primarily and on a parity with said real estate and not necessarily, and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, hot and cold water, light, power, refrigeration, furniture, single units or centrally controlled, and ventilation, including without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, ladder beds, ear-sets, portable radios, television sets, and electric space 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 such apparatus, equipment or articles heretofore played in the past as by First Party or its successors or assigns or hereinafter so played or hereafter attached thereto shall remain the property of First Party.

To have and to hold the intangibles unto said Trustees, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

2. The trustees or the holders of the note hereby consider making any payment herein authorized relating to taxes or assessments, may do so according to any bill, statement or estimate prepared from the appropriate public office without in any way affecting the accuracy of such bill, statement or estimate or any the validity of any tax, assessment, rate, forfeiture, tax title or claim thereto.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness incurred 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 principal amount 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 required by this trust deed, in a sum equal to the amount which would be otherwise due at any time after the expiration of said three day period.

4. When the indorsements hereby secured shall become due whether by acceleration or otherwise, holders of the notes or Trustee shall have the right to foreclose the law herein, in so far as to foreclose the law herein, there shall be allowed and deducted on account of the notes in the decree of sale, the amount of the principal sum due and payable by or on behalf of the debtor or on behalf of the holder of the note for attorney's fees, Trustee's fees, expenses of collection, costs of suit, expenses of advertising, collection and enforcement costs and costs which may be estimated as to items to occur after entry of decree of procuring all such abstracts of title, suits, actions and proceedings to collect the same, evidence, witnesses, and similar data and information with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to defend against such suit or to collect the same, any sum which may be held pursuant in such decree the true condition of the title to or the value of the premises, all expenses and expenses of the nature in this paragraph mentioned shall become no such additional indorsements and assignments as are made, with interest thereon at the rate of \_\_\_\_\_ per cent., when paid or incurred by Trustees or holders of the note in connection with, (a) any proceeding, and

15. The proceeds of any foreclosures sales of the premises shall be distributed and applied in the following order of priority: First, an account of all costs and expenses incident to the foreclosures proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms herein constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal

and interest remitted remained on the note, he or she is entitled 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 hearing, and without regard to the value of the property, without regard to the value of the premium 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 may be required to collect the rents, issues and profits of said premises during the presidency of such receiver, and, in case of a sale and deficiency, during the full statutory period, and to account for all moneys so received, or, in case of a sale, to account for any further money when First Party, its successors or assigns, except for the deficiency and cost of sale, would be entitled to receive and retain.

The trustee hereunder, or his assignee, who may be necessary or not used in such cases for the protection, possession, control, management and operation of the premises during the whole of such period, The First Party, its successors or assigns, may require him to update the not location in his books in payment in vehicles or in part of: (1) The indebtedness incurred here, or by any direct foreclosure of this trust deed, or any tax, assessment, judgment or other lien which may be or become superior to the law hereof or of such decree, provided such application is made prior to foreclosure date; (2) the deficiency in case of a sale and deficiency.

7. Trustees or the holders of the notes shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

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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 delegated 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 receive indemnities satisfactory to it fully to compensate any power herein given.

9. Trustee shall release this trust deed and the fee thereon 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 power of attorney to and at the expense of the First Party, or its successors or assigns, to record, transfer, or otherwise dispose of the title to the property described in this trust deed, and to cause the same to be reconveyed to the First Party, or its successors or assigns, if such title is held in the name of Trustee, or to cause the same to be reconveyed to the First Party, or its successors or assigns, if such title is held in the name of another trustee, such successor trustee may record as the previous note holder 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 recorded on the original trustee and it has executed a certificate on any instrument identifying same as the note described herein, it may record on the previous note holder 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 or Register 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.

1980 SEP 5 PM 12 25

SEP-5-80 338709 25572873 - REC 10.00

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, herewith creates an independent liability to accept the note and to pay the principal sum and any interest thereon when due, notwithstanding any other liability existing between the parties hereto, or between any party hereto and any other person, and notwithstanding any other liability existing between the First Party and its successors and said PIONEER BANK & TRUST COMPANY personally or concerned, all such liability, if any, being expressed, whether by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said PIONEER BANK & TRUST COMPANY personally are concerned, the legal & moral rights of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby constituted for the payment thereof, by the enforcement of the law hereby created, in the manner herein set forth, and note provided or by action to enforce the personal liability of the guarantor, 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.

PIONEER BANK & TRUST COMPANY  
as Trustee as aforesaid and not personally.

*John J. Reenne*  
John J. Reenne  
Vice-President

Assistant Secretary



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 26TH day of AUGUST, 1980

*Mildred S. Gordon*  
Notary Public

25572873  
Number

NAME THIS DOCUMENT PREPARED BY:  
STREET AIDA GARCIA CONSUMER LOAN  
CITY PIONEER BANK & TRUST CO  
INSTRUCTIONS 4000 W. NORTH AVE  
RECEIVER SHICAGO, IL 60639  
RECORDED'S OFFICE BOX NUMBER \_\_\_\_\_

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. \_\_\_\_\_

Trustee.

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

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END OF RECORDED DOCUMENT