25015120

This Indenture, Made June 13th 1979, between PIONEER TRUST STREET BY STREET 9094 and known as trust number

herein refer ed to as "First Party," and FIRST NATIONAL BANK OF SKOKIE, A National Banking Association organized and existing under the laws of the United States of America. FIRST NATIONAL BANK OF SKOKIE, A National Banking

anxillimnisxourpanat on herein referred to as TRUSTEE, witnesseth:

THAT, WHERLA' First Party has concurrently herewith executed its note bearing even date herewith in the

Two Mandred Sixty Thousand and 00/100----(\$260,000.00)-----DOLLARS,

made payable to BEARER

and delivered in and by

which said Note the First Party promi es to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest

on the balance of principal remaining from

time to time unpaid at the rate of eleven for cent per annum in instalments as follows: ---Two Thousand Six Hundred Eighty Three and 70/100 or more------

--(\$2,683.70)----- DOLLARS on the lst August Two Thousand Six Hundred Eighty Three and 70/100 or more-----

----(\$2,683.70)-----DOLLARS on the 1 it day of each.

thereafter until said note is fully paid except that the final pay next of principal and interest, if not sooner, paid, shall 19 84. All such payments on account of the indebtedness evibe due on the 1st day of July denced 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 instalment unless paid when du stall bear interest at the rate of the cent

per annum, and all of said principal and interest being made payable the office of FIRST NATIONAL BANK OF VIIIage of Skokie, Managar, Illinois, or such other place in the Company of Skokie

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, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situale, lying and being in Village of Mount Prospect County of AND STATE OF ILLL TOP , to wit: __ Cook

That part of Lot "D" of Kirchoff's Subdivision in Section 33, Township 42 Nor'n, Range 11, East of the Third Principal Meridian, described as follows: Commencing at the intersection of a line 50.0 feet North of and parallel to the South line of said Section 33 with a line 1008.89 feet East of and parallel with the West line of said Lot "D"; thence North clong said line 1008.89 feet East of and parallel with the West line of said Lot "D"; a "stance of 100 of 200 of the thoraction and line and l

> THIS INSTRUMENT PREPARED BY: Dorothy Brauer FIRST NATIONAL BANK OF SKOKIE 8001 Lincoln Ave., Skokie, IL 60077

See Rider Attached & Made Part Hereof

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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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.

IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Ontil 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 be one damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from me the it is or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtednes which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit subject on the premises of the note; (4) complete within a reast as he time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all not accepted any time in process of erection upon said premises; (5) comply with all not are said general taxes, and pay special taxes, special assessments, water charges, sever service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate excepts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which Fi st larly may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises in... a against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companie of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtednes, sec red hereby, all in companies satisfactory to the holders of the note, such rights to be evidenced by the standard mortgage an use to be attached to each policy; and to deliver all policies, including 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 dates of expiration; then Trustee or the holders of the note may, but need not, make full or
- 2. The Trustee or the holders of the note hereby secured maling any 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 mind 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 Varty, its successors or assigns, all unpaid indebtedness secured 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 instalment of principal or interest on the note, or (b) in the event of the failure of First Party or it so cessors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continuation 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 whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien ne reof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and experses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's 'e', appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs which may be estimated as to items to be expended after entry of decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title. Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bioders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the preudes all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, 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 suit for the foreclosure hereof after accural of such right to foreclose 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 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 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, 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.

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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 a record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor use all able 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 giver
- 9. Truste shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence uses all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release being the and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee may accept as the epithout inquiry. Where a release is requested of a successor trustee may accept as the genuing 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 has never executed a partificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein less ribed 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 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 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 reason. To compensation for all acts performed hereunder.

The undersigned corporate trustee is hereby waive any and all rights of redemption from sale under any order or decree of firectosure of this mortgage on behalf of the Mortgagor, the trust estate and all persons bereficially interested therein and each and every person except decree or judgment creditors of the undersigned as such trustee, all in accordance with the provisions of the Illivoi: Statutes.

Parties of the first part, jointly and severally further covenant and agree:

- That they will pay each month, in addition to the principal and interest, as one monthly payment, an amount equal to 1/12 of the annual takes, and special assessment installments, if any, and premiums for instrance for fire and other hazards to protect the party of the second part, which same is to be held by holder of Note to pay said items when due, and the party of the first part further agrees to secure said bills and deliver them to holder of Note; the holder of the Note shall not be obliged to obtain said bills; for to advance any funds beyond those it holds, and it shall have sole discretion in their allocation and payment and it shall have the right to pay bills for the above as rendered;
- They will not sell the property herein conveyed nor make any conveyan. title of said property, nor in any way effect a change of ownership while any Q part of the indebtedness secured hereby is not fully paid, and in the event they do so, such act shall cause the entire sum due holder of the Note secured hereby shall then become due and an arrangement of the secured hereby shall then become due and arrangement of the secured hereby shall then become due and arrangement of the secured hereby shall then become due and arrangement of the secured hereby shall then become due and arrangement of the secured hereby shall then become due and arrangement of the secured hereby shall then become due and arrangement of the secured hereby shall then become due and arrangement of the secured hereby shall then become due and arrangement of the secured hereby shall then become due and arrangement of the secured hereby shall then become due and arrangement of the secured hereby shall then become due and arrangement of the secured hereby shall then become due and arrangement of the secured hereby shall then become due and arrangement of the secured hereby shall then become due and arrangement of the secured hereby shall then become due and arrangement of the secured hereby shall then become due and arrangement of the secured hereby shall then become due and arrangement of the secured hereby shall then become due are shall be a secured hereby shall then become due are shall be a secured hereby shall the secured hereby shall be sh hereby shall then become due and payable, at sole election of holder of Note

THIS TRUST DEED is executed by the FINISHER TRUSK EXPLAIN, 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 & Bandy Band, 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 & Bandy B

IN WITNESS WHEREOF, Pronten The Trust Company

Bank & Trust Compan

PIONEER XERVERY OF TRUST CONFANT PIONEER XERVERY OF TRUST CONFANT As Trustee as aforesaid and not personally, Vice-President Assistant Secretary

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A. Liles

STATE OF FLIMOR COUNTY OF COOK

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the undersigned a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, JOHN P. DUNNE

Bank Vice-President of the PIONEER MEXICAN

of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respecuvely, appeared before me this day in person and acknowledged that they signed and del rered the said instrument as their own free and voluntary act and as the free and voluntar, act of said 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, did affix 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.

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day of

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borrower and lendar to note secured by this Tast Deed should be identified by the Trustee

for the protection of Lati. the

named 1-rem before the Trust Deed 't I ted fr r record.

The state of the s

within Trust Deed has been identified here The Instalment Note mentioned in

NATIONAL BANK OF SKOKIE

with under Identification No.,

FIRST NATIONAL BANK OF SKOKIE

ILLINOIS SKOKIE, 4000 West North Avenue Chicago 39, Illinois

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