

# UNOFFICIAL COPY

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This Indenture Made January 23, 80 <sup>26-2-80</sup> is, between PIONEER BANK & TRUST COMPANY,  
an Illinois Corporation, or 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 06/17/77  
and known as trust number 20509 hereinafter referred to as "First Party," and Pioneer Bank & Trust Company  
an Illinois corporation hereinafter referred to as "TRUSTEE," witnesses:

THAT, WHEREAS First Party has contracted to purchase secured its note bearing even date herewith in the PRINCIPAL SUM OF three-thousand fifty and no/100 DOLLARS.

made payable to BEARER Pioneer Bank and delivered in and by Pioneer Bank & Trust Company

which said Note the First Party promises to pay out of that portion of the proceeds of the Real 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 one-hundred and 07/100 per cent per annum in  
installments as follows: 29th DOLLARS on the 29th day of

February 80 and one-hundred and 07/100 DOLLARS on the 29th day of each month

thereafter until said Note is fully paid except that the final payment of principal and interest, if not paid, shall be due on the 29th day of January 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  
bear interest at the rate of one-hundred and 07/100 per cent per annum, and all of said principal and interest being made payable in the office of Pioneer Bank & Trust Company

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 the trust deed and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by this present grant, convey, 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 of Cook AND STATE OF ILLINOIS, to-wit:

Lot 17 in Block 2 in Sawiak and Company's 1st Addition to Addison Heights, a Subdivision of part of Lot 2 in the Assessor's Division of the East 1/2 of Fractional Section 24, Township 40 North, Range 12, East of the Third Principal Meridian, 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 to a party with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter of or to or on person used to occupy, heat, light, ventilate, heat, cool, refrigerate, heat, ventilate, or control, and ventilation, heating and without receiving the foregoing, screens, window shades, storm doors and windows, floor coverings, motor beds, awnings, doors and window blinds. 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.

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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness hereunder 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 become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or its holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the note hereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and any special taxes, school assessments, motor charges, street 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 receipts therefor; (8) pay in full under protest in the manner provided by statute, city tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holders of the note, and to procure policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause 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 any payment or perform any act hereinafter set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on any circumstances, if any, and purchase discharge, compromise or settle any tax lien or other prior lien or claim thereon, or release from any tax sale or foreclose affecting said premises or contract any tax or assessment. All moneys paid for any of the purposes herein authorized are all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgage premises and the lien hereof, plus reasonable compensation to Trustee for each winter containing which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of one-hundred and 07/100 per cent per annum, fraction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The trustee or the holders of the note hereby authorized making 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 into the validity of any tax, assessment, sale, foreclosure, tax lien or claim thereon.

3. In the event of the failure of First Party, its successors or assigns, to pay the principal or interest on the note, or in the event of the failure of First Party, its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall constitute a breach of the terms of this trust deed, and the holders of the note shall have the right to foreclose the lien hereof, in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stamping charges, publication costs and costs (which may be estimated as to amount to be expended after entry of decree of foreclosing all such abstracts of sale, title searches and examinations, disbursements, interest, and other costs and expenses with respect to the note or the proceeds of the sale of the premises) and all other expenses and costs which may be incurred by or on behalf of Trustee or holders of the note in connection with the enforcement of the lien hereof, and the proceeds of the sale of the premises shall be applied to the payment of such indebtedness and costs in full.

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 hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stamping charges, publication costs and costs (which may be estimated as to amount to be expended after entry of decree of foreclosing all such abstracts of sale, title searches and examinations, disbursements, interest, and other costs and expenses with respect to the note or the proceeds of the sale of the premises) and all other expenses and costs which may be incurred by or on behalf of Trustee or holders of the note in connection with the enforcement of the lien hereof, and the proceeds of the sale of the premises shall be applied to the payment of such indebtedness and costs in full.

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 costs as are mentioned in the preceding paragraph hereof; second, all other costs 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 the 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 of the trustee, or the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the 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 be redemption or not, as well as during any further time when First Party, its successors or assigns, except for the satisfaction of such receiver, would be entitled to collect such rents, issues and profits, as 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 he has had or has had a 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.

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.

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1. 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 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.

2. Trustee shall release this trust deed and the lien thereof 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, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured 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 the genuine 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 appears to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate of identification identifying same as 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 appears to be executed on behalf of First Party.

3. 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 Recorder or Clerk 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.

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THIS TRUST DEED IS EXECUTED BY THE PIONEER BANK & TRUST COMPANY, a corporation, 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 extending any liability on the said First Party or on said PIONEER BANK & TRUST COMPANY personally to pay any note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant other than as provided herein contained, all such liability, if any, being expressly reserved 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 holder or holders of said note and its interest or any indebtedness accruing hereunder shall look solely to the business 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 at law; 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 accepted by its Assistant Secretary, the day and year first above written.



*Mary J. Rybka*  
Notary Public  
PIONEER BANK & TRUST COMPANY  
Trustee as aforesaid and for



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 the 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 21st day of Feb, 1980

*Mary J. Rybka*  
Notary Public

NAME Pioneer Bank & Trust Co.  
STREET 4000 W. North Ave.  
CITY Chicago, Illinois 60639  
INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER

FOR INFORMATION ONLY  
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE  
3720 N. Osceola  
Chicago, Illinois 60634

This Document Prepared By:  
Betty Sell  
Consumer Loan Dept.  
Pioneer Bank & Trust Co.  
4000 W. North Ave.  
Chicago, Illinois 60639

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

Trustee. *[Signature]*

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

END OF RECORDED DOCUMENT

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