

SC 9-23-47 DOWE

26465534

This Indenture, Made December 10, 1982 between PIONEER BANK & TRUST COMPANY,

5/28/69

in which Corporation, not 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 16926 and known as trust number 16926 herein referred to as "First Party," and

an Illinois corporation, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has conveniently heretofore executed its note bearing even date herewith in the PRINCIPAL SUM OF Sixty Eight Thousand and No/100 (\$68,000.00) DOLLARS

made payable to BEARER and delivered in and by GEORGE BLITCH and JANET BLITCH, his wife,

which said Note the First Party promises to pay on if that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest Sixty Eight Thousand and no/100's (\$68,000.00) on the balance of principal remaining from time to time unpaid at the rate of 9% per cent per annum in

installments as follows: Six Hundred Eleven and 83/100's DOLLARS on the 1st day of Jan 19 83 and Six Hundred Eleven and 83/100's DOLLARS on the 1st day of each month

thereafter until said note is fully paid except that the final payment of principal or interest, if not sooner, paid, shall be due on the 1st day of January 19 2003 All such

payments on account of the indebtedness evidenced by said note to be first applied to interest on the said 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 14% per cent per annum, and all of said principal and interest shall be payable at xxxx address of Walter and Sally Parison

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 this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does the Trustee, its successors and assigns, the following described Real Estate situated, being and being in the City of Chicago, Cook COUNTY OF Cook AND STATE OF ILLINOIS, to-wit:

Lot 11 and the north half of lot 12 in Block 4 in Titley's Subdivision of lot 1 in the Circuit Court partition of the West half off the South East quarter (except the South 33-1/3 acres thereof) and of the North half of the South West quarter (except the South 33-1/3 acres thereof) in Section 29, Township 40 North, Range 13, 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, improvements, assessments, fixtures, and accessories thereto belonging, and all rents, issues and profits thereof to be here and during all such times as First Party, its successors or assigns may be entitled thereto (which are hereby granted and not reserved), and all easements, easements or rights now or hereafter shown or to be shown used to such land, gas, air conditioning, water, electric power, refrigeration (whether single units or centrally controlled), and ventilation, including without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, smoke bells, awnings, stairs 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.

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 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 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) pay when due any indebtedness which is by law or contract secured by a lien on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (5) refrain from making material alterations in said premises except as required by law or municipal ordinance; (6) pay before any partial payment of principal or interest, all special taxes, special assessments, water charges, sewer 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; (7) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may hereafter be assessed; (8) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorms under policies provided for payment by the insurance companies of monies sufficient 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, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be indicated by the standard mortgage clause to be attached to such policies; and to deliver all policies, including additional and renewed 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 herebefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim thereof, or release from any sale or forfeiture affecting said premises or contract any tax or assessment. All moneys paid for any of the purposes herein authorized in all respects paid or returned in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for such matter concerning which action herein authorized may be taken, shall be to such additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of _____ per cent per annum, fraction of Trustee or holders of the note shall be considered as a part of the principal of the note.
2. The Trustee or the holders of the note hereby secured making any payment hereby authorized 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, tax, forfeiture, tax lien or title or claim thereof.
3. At the option of the holders of the note and without notice to First Party, 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 payments of any installment 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 specifically set forth in paragraph one hereof and such default shall continue for 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 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, appraisers' fees, surveys for documentary and asset evidence, chargeholders' charges publication costs and costs (which may be estimated as to being to be expended after every of necessity of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and accessories with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to maintain its holders as to title which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become an such additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of _____ per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceedings, including probate and bankruptcy proceedings, to which action of them shall be a party, either as plaintiff, defendant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) proceedings for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) proceedings 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 costs as are mentioned in the preceding paragraph hereof; second, all other liens 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 surplus 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, unless required by the rules or otherwise of the court of application for such receiver. If any, liable for the payment of the indebtedness secured hereby, and without regard to the due value of the premises or whether the foreclosure sale has occurred 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, consent for the satisfaction of such receiver, which he may be required to collect such rents, issues and profits, and all other moneys which may be necessary or appropriate in such cases for the protection, preservation, disposal, 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 the 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 all purposes.

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I. 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.

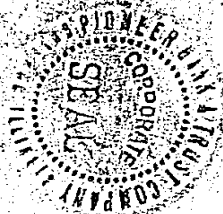
II. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representations 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 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 certificate on any instrument 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 purports to be executed on behalf of First Party.

III. 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 reasonable compensation for all acts performed hereunder.

In the event the undersigned or its beneficiaries transfer the title of any part thereof or any interest therein, legal or equitable, or if the undersigned or its beneficiaries execute Articles of Agreement for Deed, or a Contract of Sale of the property described in this Trust Deed, or upon assignment of the beneficial interest of the trust under which title to said property is or shall be held to any person, corporation, or entity other than to the undersigned, or a corporate land trustee holding title solely for the benefit of the undersigned or its beneficiaries, then the balance of principal and interest hereunder remaining unpaid shall immediately become due and payable and upon demand by the holder of this Note, the undersigned or its beneficiaries promise to pay the same forthwith.

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 its 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 personally to pay the said note or any interest that may accrue thereon, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived 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 the obligors thereon in any indebtedness accruing hereunder shall look solely to the premises 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 or in equity, and the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, PIONEER BANK & TRUST COMPANY, not personally but as Trustee as aforesaid, 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/or personally,
By Fred S. Hasselson Vice-President
By John A. King Assistant Secretary
ATTEST

STATE OF ILLINOIS)
COUNTY OF COOK) SS.
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 23rd day of December, 19 82

Medard S. Gordon
Notary Public

DELIVERY INSTRUCTIONS
NAME: Fred S. Hasselson
STREET: 8074 N. Milwaukee Avenue
CITY: Niles, Illinois 60648
692-3388
OR MAIL TO: RECORDER'S OFFICE BOX NUMBER

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

1983 JAN 11 PM 3 34
RECORDER John A. King

26465534

Document Number

JAN-11-83 684958 26465534 A - REC 10:20

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

Trustee.
Fred S. Hasselson
PIONEER BANK & TRUST COMPANY, 4000 W. North Avenue, Chicago, Illinois 60639



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END OF RECORDED DOCUMENT