

26 753 915

This Indenture, Made August 12, 1983, between PIONEER BANK & TRUST COMPANY,

an Illinois 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 March 15, 1982

and known as trust number 22656, herein referred to as "First Party," and Richard A. Czapliski

whose respective herein referred to as TRUSTEE, witness:

THAT WHEREAS First Party has concurrently herewith executed its note bearing even date herewith in the PRINCIPAL SUM OF

11 00
DOLLARS.

FOUR-TWENTY SEVEN THOUSAND FIVE HUNDRED AND NO/100

made payable to BEARER and delivered in and by

which said Note the First Party promises 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 12 1/2% per cent per annum at installments as follows: FOUR HUNDRED SIXTY-SIX AND 20/100 DOLLARS on the 1st day of

October, 1983 and FOUR HUNDRED SIXTY-SIX AND 20/100 DOLLARS on the 1st day of each and

every month 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 1st day of September, 1986. 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 12 1/2% per cent per annum, and all of said principal and interest to be made payable at the office of National Security Bank of Chicago, 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 these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, Vest and being in the

COUNTY OF Cook AND STATE OF ILLINOIS, to wit:
LOT 67 AND THE EAST 1 FOOT OF LOT 66 IN NEARBRIDGES SUBDIVISION OF THE NORTH 1/2 OF BLOCK 21 IN THE CANAL TRUSTEE'S SUBDIVISION IN THE WEST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

8-15-83-1019

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1983 AUG 30 AM 9:50

Sidney J. Olson
RECORDER OF DEEDS
26753915

with, with the property hereinafter described, is referred to here as the "premises."
TOGETHER with all improvements, easements, encumbrances, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereon 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 thereon or thereon used to supply coal, gas, oil, steam, water, light, power, refrigeration (whether supplied by gas or electricity), telephones, and heating, air conditioning, refrigeration, air conditioning, stoves, window shades, storm doors and windows, floor coverings, masonry, brick, concrete, sidewalks 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 such apparatus, equipment or articles hereafter placed on or attached to First Party or its successors or assigns shall be considered as constituting part of the real estate.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:
1. Until the indebtedness hereunder provided 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 mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (3) when the use 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 to holder of the note; (4) comply with all reasonable laws and ordinances now or hereafter in effect or to be enacted in any city, town or village within the premises, and upon request, in the manner provided by statute, any tax or assessment which may become due; (5) 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 amount of loss of the value of the property insured; (6) 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 amount of loss of the value of the property insured; (7) 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 amount of loss of the value of the property insured; (8) pay in full the indebtedness secured hereby, all its component parts, interest, taxes, assessments, water charges, sewer service fee, gas, electric charges, telephone charges, and any other charges which may become due; (9) pay in full the indebtedness secured hereby, all its component parts, interest, taxes, assessments, water charges, sewer service fee, gas, electric charges, telephone charges, and any other charges which may become due; (10) pay in full the indebtedness secured hereby, all its component parts, interest, taxes, assessments, water charges, sewer service fee, gas, electric charges, telephone charges, and any other charges which may become due; 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2. The Trustee or the holders of the note hereby secured 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 officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
3. At the option of the holder 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 payment 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 expenses and costs 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, auditors' fees, documentary and report evidence, stamp duties 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, guaranties, policies, Totten certificates, and similar data and expenses with respect to title or Trustee or holders of the note may deem to be reasonably necessary either to perfect such title or to evidence to holders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenses and costs 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 _____ 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 accrual 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 as herein provided; and, all principal and interest hereunder unpaid on the note "fourth" day, any provided in First Party, its local representatives or assigns, as their rights may appear.
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 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 hereunder unpaid on the note "fourth" day, any provided in First Party, its local 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 be 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 be 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 to whole or in part of: (1) The indebtedness secured hereby, or by any decree hereunder; 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 a 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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This instrument was prepared by Kevin S. Edwards
National Security Bank of Chicago,
1030 W. Chicago Avenue.

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 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.

9. Trustee shall release the 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, unless the 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 fact, other than the 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.

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 or Deeds of the county in which the premises are situated shall be Successor Trustee; any Successor or 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 as set forth herein.

10. In the event of the death or permanent removal from said Cook County of the Trustee, or his refusal or failure to act then the Chicago Title and Trust Company of said Cook County is hereby made first successor in this Trust, and invested with all the title and the powers granted to said Trustee.

11. **FUTURE ADVANCES.** Upon request of Borrower, Lender at Lender's option prior to release of this Mortgage may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$100.00.

12. **TRANSFER OF THE PROPERTY: ASSUMPTION.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof by certified mail addressed to the Borrower at the Property Address or to the Lender at the address shown herein, or at such other place as any party hereto may be notice in writing designate as a place for service of notice, shall constitute service of notice hereunder. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph(s) 4, 5 & 6 hereof.

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UNOFFICIAL COPY

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, 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 holders of said note and the owner or owners of 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 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 hereto affixed and attested by its Assistant Secretary, the day and year first above written.

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, 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 holders of said note and the owner or owners of 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 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 hereto affixed and attested by its Assistant Secretary, the day and year first above written.

PIONEER BANK & TRUST COMPANY
Trustee as aforesaid and attested
By: *[Signature]* Vice President
Attest: *[Signature]* Assistant Secretary

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 August, 19 83
[Signature]
Notary Public

NAME _____
STREET _____
CITY _____
INSTRUCTIONS _____
RECORDER'S OFFICE BOX NUMBER _____
OR **BOX 495** 1537 West Augusta Boulevard
Chicago, Illinois 60622

The Installment Note mentioned in the within Trust Deed has been identified herewith, under Identification No. _____
Richard A. Czaplicki, Trustee.

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

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END OF RECORDED DOCUMENT