

THIS INDENTURE, Made NOVEMBER 25, 1985, between ~~Northwest National Bank of Chicago~~ and ~~Chicago National Bank Association~~ 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 DECEMBER 28, 1950 and known as trust number 7997 herein referred to as "First Party," and CHICAGO TITLE AND TRUST COMPANY an Illinois corporation herein referred to as "TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the PRINCIPAL SUM OF TWENTY FIVE THOUSAND AND NO/100-----

(\$25,000.00)----- DOLLARS,

made payable to ~~REKEXEX~~ NORTHWEST NATIONAL BANK OF CHICAGO 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 11.5 per cent per annum in MONTHLY instalments as follows: \$292.05 DOLLARS on the FIRST day of JANUARY 1986 and \$292.05 DOLLARS on the FIRST 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 FIRST day of DECEMBER 1980. 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 instalment unless paid when due shall bear interest at the rate of 13.5 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in CHICAGO

Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of NORTHWEST NATIONAL BANK OF CHICAGO in said City,

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 limits 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 situated lying and being in the CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 79 in Haentze and Wheeler's High School Addition to Irving Park in the South East 1/4 of Section 22, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

PERMANENT TAX NO. 13 22 412 021  
3415 NORTH TRIPP AVENUE  
CHICAGO, ILLINOIS 60641

THIS INSTRUMENT WAS PREPARED BY  
JAMES N. DEDIO

Mail To:  
Northwest National Bank of Chicago  
3985 North Milwaukee Avenue  
Chicago, Illinois 60641

12.00

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which, with the property hereinafter described, is referred to herein as the "premises," COVENANTS 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 or 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.

TO HAVE AND TO HOLD the premises unto the 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 mechanical or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (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 person attaches all general taxes, and pay 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) 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 money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby in all companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee or to holders of the note, 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 days prior to the expiration of such policies; 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 prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and 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 mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning 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 13.5 per cent per annum. Inaction 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 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 office 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 thereon.
  3. At the option of the holders of the note and without notice to First Party, its successors or assigns, 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 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, appraiser's fees, outlays for documentary and expert witness and photographers' charges, publication costs and costs which may be estimated as in items to be expended after entry of the decree or procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders 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 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 13.5 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, in 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 foreclosure 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, on account of the items under the terms hereof constituting 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 deficiency, during the full statutory period of redemption whether there be redemption or not, as well as during any further times 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 by 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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The Mortgagor, further agrees to deposit with the Northwest National Bank of Chicago on each monthly payment date an amount equal to 1/12th of the general real estate taxes for the current year and of the annual hazard insurance premiums on the real estate secured by the mortgage described above.

In the event that the Mortgagor shall convey title to or otherwise suffer or permit its equity of redemption in the property described in this mortgage to become vested in any person or persons other than the Mortgagor or a successor trustee under the Trust Agreement as Trustee of which Mortgagor has executed this mortgage, or in the event that the present owner or owners of all or any part of the beneficial interest under the heretofore described Trust Agreement, as Trustee of which Mortgagor has executed this mortgage, shall cause or permit any conveyance of all or any part of their interest under the Trust Agreement, or cause or permit said interest, to become vested in any manner or proportion different from that existing on the date of this mortgage (except when the difference in such manner or proportion results solely from a bequest or operation of law upon the death of any such owner who is an individual) then in either event Mortgagor is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagor hereunder, to declare all sums secured hereby immediately due and payable and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagor, and said Mortgagor may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises on mass without offering the several parts separately. Acceptance by the Mortgagor of any mortgage payments made by any person or persons other than the Mortgagor shall not be deemed a waiver by the Mortgagor of its rights to require or enforce performance of its provision or to exercise the remedies hereunder. For the purposes of this provision, the word "person" means an individual, a trust, corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a governmental or political subdivision thereof or any one or more or combination of the foregoing. Whenever the Mortgagor shall elect to declare all sums secured hereby immediately due and payable in accordance with this provision, it shall give written notice to (30) days prior to the effective date of such acceleration. Such notice shall be deemed to have been given upon the mailing thereof by registered or certified mail, postage prepaid, addressed to the last known address of the Mortgagor and of the Mortgagor's successors in title as recorded upon the books of the Mortgagor, but if no such address be so recorded then to the address of the mortgaged property.

where the term "Mortgagor" has been used in the above paragraph, it shall be construed to mean the Holder of the Note.

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RIDER ATTACHED TO TRUST DEED DATED NOVEMBER 25, 1985 FROM  
 PIONEER BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 7997  
 TO CHICAGO TITLE AND TRUST COMPANY, TRUSTEE

11. Rider attached is hereby made a part of this Trust Deed.

1. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access therefor shall be permitted. Trustee has no duty to examine the use, location, existence or condition of the premises, nor shall Trustee be obligated to record this 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 agent or employees of Trustee, and if any require indemnification. 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, execute and deliver a release hereof to and at the request of all individuals hereby secured has been paid, which release shall be accepted as the genuine and true release without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine and true release with the description herein contained of the note and which purposes to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purposes to be executed 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 purposes to be executed on any instrument identifying same as the note described herein. It may accept as the genuine note herein described any note which has 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 instrument shall be 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 instrument shall be recorded or filed in case of the resignation, inability or refusal to act of Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

10. Trustee may release by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall be 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 instrument shall be recorded or filed in case of the resignation, inability or refusal to act of Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

**PIONEER BANK AND TRUST COMPANY**  
 THIS TRUST DEED is executed by the ~~Trustee~~ **PIONEER BANK AND 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 ~~Trustee~~ **PIONEER BANK AND TRUST COMPANY** hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly intended and agreed that ~~nothing~~ **nothing** in said note contained shall be construed as creating any liability on the said First Party or on said ~~Trustee~~ **PIONEER BANK AND TRUST COMPANY** personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by ~~Trustee~~ **PIONEER BANK AND TRUST COMPANY** and ~~nothing~~ **nothing** claiming any right or security hereunder, and that so far as the First Party and its successors and said ~~Trustee~~ **PIONEER BANK AND TRUST COMPANY** personally are concerned, the legal holder or 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 for by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF ~~Trustee~~ **PIONEER BANK AND TRUST COMPANY** has caused these presents to be signed by its Assistant 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 AND TRUST COMPANY**  
 As Trustee as aforesaid and not personally,

By [Signature] ASSISTANT VICE-PRESIDENT  
 Attest [Signature] ASSISTANT SECRETARY

STATE OF ILLINOIS } 85.  
 COUNTY OF COOK }

RENA M. PHILLIPS  
 a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that

BARBARA A. CLEVENCER Assistant Vice President of the **PIONEER BANK AND TRUST COMPANY**  
JAMES A. KIE Assistant Secretary

of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant 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 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 to 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.

Given under my hand and notarial seal, this 25th day of November, A. D. 1985  
Renata M. Phillips  
 Notary Public

<p><b>IMPORTANT</b></p> <p>FOR THE PROTECTION OF BOTH THE BORROWER AND LENDERS, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.</p>	<p>The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. _____</p> <p>Trustee</p>
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WMS 8201N-SP 8037

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Box 2Y6

TRUST DEED

PIONEER BANK AND TRUST COMPANY  
 NORTHWESTERN NATIONAL BANK OF CHICAGO  
 100 N. WABANK ST. CHICAGO, ILL. 60601

is Trustee TO

Trustee

THE ABOVE SPACE FOR RECORDERS USE ONLY

NORTHWESTERN NATIONAL BANK OF CHICAGO  
 100 N. WABANK ST. CHICAGO, ILL. 60601

WMS

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UNOFFICIAL COPY

Property of Cook County Clerk's Office

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THIS INDENTURE, Made NOVEMBER 25, 1985, between ~~XXXXXXXXXXXXXXXXXXXX~~ PIONEER BANK AND 1 NOIS CORP. hereinafter referred to as "First Party," and CHICAGO TITLE AND TRUST COMPANY and known as trust number 7997

herein referred to as "Trust Agreement dated DECEMBER 28, 1950

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

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the PRINCIPAL SUM OF TWENTY FIVE THOUSAND AND NO/100-- (\$25,000.00)

made payable to ~~XXXXXXXXXXXXXXXXXXXX~~ NORTHWEST NATIONAL BANK OF CHICAGO

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 11.5 per cent per annum in MONTHLY installments as follows: \$292.05

on the FIRST day of JANUARY 1986 and \$292.05

on the FIRST 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 FIRST day of DECEMBER 1990.

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 13.5 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in CHICAGO Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of NORTHWEST NATIONAL BANK OF CHICAGO in said City,

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms and conditions 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, release, 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 AND STATE OF ILLINOIS, to wit:

Lot 79 in Hamtner and Wheeler's High School Addition to Irving Park in the South East 1/4 of Section 22, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois