

# UNOFFICIAL COPY

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720371  
This Indenture, Made

August 28th,

1987

between PIONEER BANK &amp; 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 April 17th, 1978 and known as trust number 21080, 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 its note bearing even date herewith in the PRINCIPAL SUM OF TWENTY-EIGHT THOUSAND SEVENTY-FIVE and 21/100'S DOLLARS,

made payable to SECURITY FEDERAL SAVINGS 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 from September 2nd, 1987 on the balance of principal remaining from time to time unpaid at the rate of 12.00 per cent per annum in

installments as follows: FOUR HUNDRED TWO and 80/100'S DOLLARS on the 15th day of

October 1987 and FOUR HUNDRED TWO and 80/100'S DOLLARS on the 15th day of each month

hereinafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 15th day of September 1987. 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 2.5 per cent per annum and all of said principal and interest being made payable at the office of SECURITY FEDERAL SAVINGS AND LOAN ASSOC. Chicago, Illinois, or such other place 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 yield, renounce, release, alien and convey unto the trustee, its successors and assigns, the following described Real Estate situated, lying and being in the

Chicago, COUNTY of Cook and STATE OF ILLINOIS, to wit:

LOTS 45 AND 46 IN BLOCK 4 IN JOHNSTON AND COX'S SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NO. 13-36-316-001 2nd -  
13-36-316-002 207-45 4  
COMMONLY KNOWN AS: 1759 North Kedzie  
Chicago, Illinois 60645



COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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

NOTE HEREBY with all covenants, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long as and so far as such tenement as First Party, its successors or assigns may be entitled thereto, which are pledged, prepaid and/or on a parity with said real estate and not secundariel and all apparatus, equipment or articles, now or hereafter attached to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), curtains, window shades, storm doors and windows, floor coverings, indoor beds, awnings, stores, stoves, 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 structures or, or hereafter on the premises which may be damaged or destroyed, (2) keep and maintain in good condition and repair, without waste and free from methane gas, other fuels or gases for heat and especially tubularized for the hot water, (3) pay, when due, any video telephone charges which may be incurred by the secured by a lien or charge on the premises in respect to the payment of the principal amount of the note, interest thereon and expenses of collection when so incurred, (4) comply with all requirements of law, including municipal ordinances with respect to the premises and the use thereof, (5) refrain from making material alterations in the premises except as required by law, (6) timely pay all general taxes and special assessments, water charges, service charges and other charges against the premises when due and upon written request, to furnish to Trustee or to hold in the note due and owing therefor, a full and complete statement of the manner provided by statute, regulation or agreement which First Party may desire to cause, (7) keep all buildings and structures now or hereafter situated on said premises in good order and without loss or damage by fire, lightning or windstorm under policies provided in payment by the insurance company or companies sufficient either to pay the cost of replacing or repairing the same, or to pay in full the indebtedness secured hereby, all in compliance with any 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 release of same about to expire, to Trustee, removal of policies not less than ten days prior to the respective dates of expiration, (8) to the trustee or the holders of the note may, but need not, make any partial payment or perform any act hereinafter set forth at any time and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest or prior encumbrances, if any, and purchase, discharge, compromise or settle any tax bill or other paper herein or claim or defend from any tax sale or forfeiture affecting said premises or premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized an all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereon, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness accrued 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 never be as a waiver of any right according 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 giving notice to the acceptor of such bill statement or estimate or to the validity of any tax, assessment, sale, forfeiture, tax fine or like 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 (1) immediately in the case of default in making payment of any installment of principal or interest on the note, or (2) 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, had 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 that have the right to foreclose the lien hereon, in any suit to foreclose the lien hereon, there shall be allowed and received as additional indebtedness at the date of sale all expenditures and expenses which may be paid or incurred by or on behalf of trustee or holders of the note for attorney's fees, trustee's fees, attorney's fees, documentation and expert evidence, stenographer's charges, publication costs and costs which may be expended as to items to be expended after entry of decree of foreclosure all such abstracts of title, title searches and examination, guarantee policies, title 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 of this paragraph mentioned shall become so much additional indebtedness accrued hereby and shall become 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 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 unpaid up to the date of sale; fourth, 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 property. Such appointment may be made either before or after sale, without regard to the time of execution or the time of application for such receiver, of the person or persons, if any, liable for the payment of the amount of the debt secured hereby, and without regard to the then value of the premises or whether the same shall be occupied as a home, or not, and the trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect 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 a redemption or not, as well as during any further time when First Party, its successors or assigns, except for the extension 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 fee which may be or become superior to the lien hereon 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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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 and until requested 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 this trust deed and the lien thereon 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 all material respects 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.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which the 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.

Property  
Cook County  
Recorder's Office

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 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 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 owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby converted for the payment thereof, or the enforcement of the lien hereby created, in the manner herein and in such manner 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 hereunto affixed and executed by its Assistant Secretary, this day and year first above written.



PIONEER BANK & TRUST COMPANY  
as Trustee as aforesaid and not personally.

By \_\_\_\_\_

Vice President

TEST. \_\_\_\_\_

Assistant Secretary

STATE OF ILLINOIS | SS.  
COUNTY OF COOK

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.

OFFICIAL SEAL  
SHARON JACKSON  
Notary Public, State of Illinois  
My Commission Expires 10-9-90

Given under my hand and Notarial Seal this 31st day of August, 1981

Sharon Jackson  
Notary Public

FOR INFORMATION ONLY  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

Document Number

NAME

D STREET

CITY

OR

INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER 218

The Installment Note mentioned in the  
within Trust Deed has been identified here-

**720371**

with under Identification No. \_\_\_\_\_

CHICAGO TITLE & TRUST COMPANY, INC.  
*John H. Neff, Jr.*  
ASST. SECRETARY

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

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