

This Indenture, Made October 23, 1989, between PIONEER BANK & TRUST COMPANY,

an Illinois Corporation, not personally but as Trustee under the provisions of a Deed of Use in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated November 21, 1980

and known as trust number 22569 hereon 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 ONE MILLION FIFTEEN THOUSAND FOUR HUNDRED NINETEEN AND 38/100 (\$1,015,419.38) DOLLARS,

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 after

MONTHLY on the interest on the principal sum on annuity terms at the rate of 2 per cent per month

installments as follows: EIGHT THOUSAND FOUR HUNDRED SIXTY-TWO AND NO/100 (\$8,462.00) DOLLARS on the 6th day of

December in 89 and EIGHT THOUSAND FOUR HUNDRED SIXTY-TWO AND NO/100 (\$8,462.00) DOLLARS on the 6th day of each 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 6th day of November 19 99

with interest on each installment unless paid when due shall bear interest at the rate of 2 per cent per month of said principal and interest being made payable at the office of SPALTER FINANCE CO., 8831-33 Gross Point Road, Skokie, Illinois 60077 - 312/675-7720

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 as 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, lying and being in the City of Chicago COUNTY OF Cook STATE OF ILLINOIS, to-wit:

(SEE ATTACHED RIDER)

15.00

UNDERSIGNED AGREES TO DEPOSIT WITH SPALTER FINANCE CO. EACH MONTH, ON OR BEFORE THE DATE EACH PAYMENT IS DUE, A SUM EQUAL TO 1/12 OF THE AMOUNT SPALTER FINANCE CO. DEEMS NECESSARY TO MEET THE ANNUAL REAL ESTATE TAXES AND INSURANCE. UNTIL FURTHER NOTICE, THE MONTHLY DEPOSIT SHALL BE \$1750.00. IF UNDERSIGNED FAILS TO MAKE ANY SUCH DEPOSIT ON TIME, SPALTER FINANCE CO. MAY DECLARE THE NOTE SECURED BY THIS TRUST DEED IN DEFAULT AND EXERCISE ITS RIGHTS OF ACCELERATION.

COUNTY OF COOK, ILLINOIS

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

TOGETHER with all improvements, tenements, ornaments, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during as such times as First Party, its successors or assigns may be entitled thereto (which are pledged hereby and to a party with said real estate and not secondarily) and all apparatus, equipment or articles here, to hereafter therefor, in or used to supply heat, gas, or electricity, water light, power, refrigeration (whether by natural or artificial means), and ventilation, including furnaces, boilers, radiators, radiating pipes, water pipes, sewer pipes, gas pipes, electric pipes, pipes, conduits, drains, gutters and water leaders. 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, found on 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 hereinafter set forth

IT IS FURTHER UNDERSTOOD AND AGREED THAT

1. That the establishment of said debt shall be fully paid, and in case of the failure of First Party, its successors or assigns to (a) promptly repair, replace or rebuild any building or improvements on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanical or other things or claims for fire, rent, or other purposes; (c) keep when due any obligations which may be secured by a lien or charge on the premises subject to the lien hereof, and upon receipt of satisfactory evidence of the discharge of such lien or claim; (d) insure the premises, on the basis of the note, (i) complete and in accordance with any building or building code or at any time in excess of such building code; (ii) complete with all requirements of law or municipal ordinances with respect to the premises, and the use thereof. No claim from any party shall be allowed or the premises shall be held to be subject to any special taxes, special assessments, or other charges, taxes, or levies or any other charges or levies which are not herein specifically provided for. First Party may have to contest (c) keep all buildings and improvements hereon hereafter situated on said premises insured against loss or damage by fire, lightning or explosion under policies providing for payment by the insurance company of money sufficient either to pay the cost of repairing or replacing the same or to pay in full the actual loss sustained hereby. All of the foregoing are to be held for the benefit of the holders of the note, under the same conditions as to all other matters and in case of loss or damage to any building or improvement hereon, (i) the holder of the note, and (ii) any other policy or policies not less than ten days prior to the respective dates of expiration, then the Trustee or the holder of the note may, but need not, make a payment or perform any act hereinafter set forth in any form and manner deemed expedient, and they, said need not, make full or partial payments of principal or interest or pay any other charges, taxes or levies or perform any other act hereunder which is a claim thereof, or redeem from any lien or charge affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized or all expenses paid or incurred in connection therewith, including attorneys' fees, and any other matters advanced by Trustee or the holder of the note to protect the mortgaged premises and the lien hereof, shall constitute compensation to Trustee for each month

whereby such action here, 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 2 per cent per annum

2. The Trustee or the holder of the note hereby authorized to pay out of any and all moneys secured hereby and available to them on account of any of the provisions of this paragraph

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 the trust deed to the contrary, become due and payable (a) immediately on the date of default or nonpayment 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 specified in both of paragraph one hereof and such default shall constitute a default, said option to be exercised at any time after the expiration of ten days after said period

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the holder 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 evidence in the decree for sale all expenditures and expenses which may be incurred by or on behalf of Trustee or holder of the note for attorney's fees, Trustee's fees, copyists fees, documents and report evidence, stamp duties, charges, including costs and costs which may be estimated as to items to be expended after entry of decree of foreclosure of the note, 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 redemption, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual as 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: (a) 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; (b) the deficiency in case of a sale and deficiency

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 taxes 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 mentioned by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, fourth, any amount payable by First Party, its successors or assigns, at 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 time of application for such receiver, and such receiver shall be responsible for the payment of the indebtedness secured hereby, and without regard to the time of application for 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 redemption, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual as 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: (a) 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; (b) the deficiency in case of a sale and deficiency

7. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access therein 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 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 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 of 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 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 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.

11. As to Parcel I only, the mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

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 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 this deed on the part of any 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 the said note, and the owner or owners of any indebtedness accruing hereunder shall look solely to the person or persons 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 hereunto affixed and attested by its Assistant Secretary, the day and year last above written.

PIONEER BANK & TRUST COMPANY
As Trustee of the above described premises
By Barbara E. Clevenger Vice-President
Attest: Daniel N. Wlodex Assistant Secretary
LAND TRUST OFFICER

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.
Given under my hand and Notarial Seal this 8th day of November, 1989
Rena M. Phillips
Notary Public

Document Number
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OFFICIAL SEAL
RENA M. PHILLIPS
Notary Public, State of Illinois
My Commission Expires 4-03-93
NAME: THIS INSTRUMENT PREPARED BY:
STREET: Atty. Robert D. Gordon
CITY: Chicago, IL 60606
L236-0688 OR
RECORDER'S OFFICE BOX NUMBER: 533

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
1. 3649 W. 26th St., Chicago, IL 60622
2. 7235 N. Kostner, Lincolnwood, IL 60646

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

7022006
Identification No. _____
CHICAGO TITLE AND TRUST COMPANY, Trustee
By [Signature] Assistant Secretary

Trustee.

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

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R I D E R

PARCEL I:

THAT PART OF LOTS 47, 48, 49 AND 50 IN BONNEY AND NOONAN'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 AND STEEL'S SUBDIVISION OF SOUTH EAST 1/4 OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TAKEN AS A TRACT BEGINNING AT THE NORTH EAST CORNER OF SAID TRACT, THENCE SOUTH ALONG SAID TRACT, A DISTANCE OF 96 FEET TO THE SOUTH EAST CORNER OF SAID TRACT, THENCE WEST ALONG SOUTH LINE OF SAID TRACT, A DISTANCE OF 39.85 FEET, THENCE NORTH ALONG A LINE PARALLEL TO THE EAST LINE OF SAID TRACT, A DISTANCE OF 24.50 FEET TO THE CENTER LINE OF 12 INCH BRICK WALL, THENCE WEST ALONG SAID 12 INCH BRICK WALL A DISTANCE OF 19.23 FEET TO THE CENTER LINE OF A 12 INCH BRICK WALL, THENCE NORTH ALONG CENTER LINE OF SAID BRICK WALL, A DISTANCE OF 71.50 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID TRACT:
THENCE EAST ALONG THE NORTH LINE OF SAID TRACT 59.03 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EASEMENT FOR INGRESS AND EGRESS OVER AND UPON THE FOLLOWING DESCRIBED PROPERTY, THE WEST 5 FEET OF THE EAST 44.85 FEET OF LOT 47 ALL IN BONNEY AND NOONAN'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 AND STEEL'S SUBDIVISION OF THE SOUTH EAST 1/4 OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS COMMONLY KNOWN AS 3647-51 W. 26TH STREET, CHICAGO, ILLINOIS 60623.

TAX NO. 16-26-306-034-0000

PARCEL II:

LOT 10 IN LINCOLNWOOD MANOR, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS COMMONLY KNOWN AS 7235 N. KOSTNER, LINCOLNWOOD, IL 60646.

TAX NO. 10-27-424-029-0000

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