

**UNOFFICIAL COPY**

This Student is Made

June 17.

11-93 between MONTGOMERY 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 12/1/88

En Bloc 1, Chapter 1, Section 1, page 1 of 1, on behalf of 42-1805115, who is the owner of the intellectual property rights in the document.

THAT WHEREAS two parts has conveniently interwoven element of its note bearing even date herewith, the PRINCIPAL sum of Eighty Thousand and no/100

DOLLARS.

First Suburban National Bank, Easy Life Real Estate and Management Co., Inc.

<sup>1</sup>Such as after the first 100 responses to each of the first 100 subjects. Augmentation and incomplete details are described in the main text and interest.

Interest payable monthly, principal on demand. 2% over Wall Street Journal Prime Rate.

Whereas, until such time as a fully paid-up trust that the final payment of principal and interest does not become paid, shall be due on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_. All such

Interest on account of the undeductedness evidenced by such 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

**7% over Wall Street Journal Prime Rate**  
Interest at the rate of \_\_\_\_\_ per cent per annum, and all of said principal and interest being made payable at the office of First Suburban National Bank,  
150 S. Fifth Ave., Maywood, Ill. 60153

Chicago, Illinois, or such other place in the City of Chicago as the legal holders of the notes may from time to time, in writing, appoint.

NEW YORK CITY - First Party to secure the payment of the said principal sum of dollars 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 by these presents grant, release, setn and convey unto the Trustee, his successors and assigns, the following described Real estate situated, lying and being in the \_\_\_\_\_  
of Chicago, County of Cook, KNO STATE OF ILLINOIS in wt P.I.N. 16-04-407-038

*22*  
Lot 25 in Cummings and Fargo's North 52nd Avenue Addition, being a Subdivision of the West 3/8 and the 8 feet East of and adjoining to said West 3/8 of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 4, Township 39 North, range 13 East of the Third Principal Meridian, in Cook County, Illinois.

DEPT-01 RECORDING \$25.50  
T#1111 TRAN 0402 06/25/93 09:30:00  
#6245 \*-\*73-487506  
COOK COUNTY RECORDER

which with the project, hereinafter described, is referred to herein as the "present".

TOGETHER WITH ALL IMPROVEMENTS, EMBODIMENTS, EASEMENTS, FIXTURES, AND APPURTENANCES THERETO BELONGING, AND ALL TENANT'S ISSUES AND PROPERTY THEREOF FOR THE TERM OF FIVE YEARS AS FIRST PART, AS SUCCESSORS OR ASSIGNEE THEREOF, PROVIDED THAT THE PROPERTY WAS PURCHASED PRIMARILY AND ON A PARITY WITH SAIL REAL ESTATE, AND NOT SECURITIZED; AND ALL APPURTENANCES OR ATTACHES THEREON OR THEREIN TO BE USED IN SUPPLY HEAT, AIR, OR CONDITIONING, WATER, HOT WATER, REFRIGERATION (WHETHER SINGLE UNIT, OR CENTRALLY CONTROLLED), AND VENTILATION, EXCLUDING INSULATING, RESTRICTING, OR FREEZING, SCREWS, WINDOW SHADIES, SWING DOORS AND SWINGWINGS, BLINDS, CURTAINS, WALLPAPER, APPLIANCES, STORES AND WATER HEATERS. ALL OF THE EQUIPMENT ARE DECLARED TO BE A PART OF SAIL REAL ESTATE WHETHER PHYSICALLY ATTACHED THEREON OR NOT, AND IT IS AGREED THAT ALL SIMILAR APPARATUS, EQUIPMENT OR ATTACHES HERETO BE PLACED AT THE EXPENSES BY FIRST PART, OR

ED HAY AND HILDA HAY shall be considered as constituting part in the real estate.

#### **11.5. FURTHER PROBLEMS AND ACTIVITIES**

1. Until the individual death, she or he shall be fully paid, and in case of the failure of First Party, its successors or assigns to, (i) promptly repair, restore or rebuild any buildings or improvements, or (ii) repatriate the premises which may become damaged or destroyed, (i) less land premises in kind, condition and repair, usual waste, and her from merchandise & other items in storage for her own expressly subordinated in the her behalf, (iii) pay when due all taxes and assessments which may be levied as a lien or charge on the premises superior to the her herein, and upon request exhibit satisfactory evidence of the nonpayment of such taxes to trustee in trustee in holders of the note, (iv) contribute with a reasonable share any bonds or judgments of less than \$5,000,000 in process of collection upon said premises, (v) comply with all requirements of law or municipal ordinances with respect to the premises and, in case thereof, (vi) release, bind and satisfy all legal alterations in said premises except as required by law or municipal ordinance, (vii) pay before any private attorney all general taxes, and any special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and, (viii) return to trustee in trustee in holders of the note duplicate receipts therefor, (ix) pay at full interest pursuant to the manner provided by statute, and/or as otherwise set forth in the note, (x) pay all expenses of collection, (xi) pay all costs of replacement or repairing the same as may be put in trust in the individual account held, all in companies' satisfaction to the holders of the note under insurance policies payable in regard of loss or damage to trustee in trustee in the benefit of the note, (xii) rights to be evidenced by the standard mortgage clause to be attached to each note, and to deliver all policies, including additional and renewal policies, to holders of the note, but in case, (i) insurance about in effect, to deliver renewal policies not less than ten days prior to the respective dates of expiration, then trustee in trustee in the holders of the note may, but need not, make any payment or defrayment and/or determine, sell back in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest or other encumbrances, if any, and purchase, discharge, compromise or settle any tax hereon or other claim hereon, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All money paid for any of the purposes herein authorized an all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies advanced by trustee or the holders of the note to protect the mortgaged premises and the her herein, 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 \_\_\_\_\_ per cent per annum.

The trustee or its holders of the note hereby warrant payment hereby authorized relating in part or assessments may do so according to law, statement or estimate prepared from the appropriate public office without notice and the accuracy of such bill, statement or estimate or the validity of any tax, assessment, rate, fee, license, fee, tax or fee of claim thereof.

) 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 to the contrary contained in the note or in this trust deed in the covenants between the parties and payable at maturities in the note of default, remain unpaid until payment of any installment of principal or interest on the note, or (ii) in the event of the failure of First Party or its successors or assigns in the due performance of any paragraph one hereof and such default shall continue for three days, said option to be exercised at any time before the expiration of said three day period.

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 unpaid indebtedness additional to that evidenced by the note, with interest thereon as herein provided; Third, all principal and attorney's fees reasonable to be paid to the Note Holder; Fourth, any overplus to last Party, its legal representatives or assigns at their option may appear.

2. Incise the skin at the distal end of the limb, about one-half inch from the point of entry of the needle.

# UNOFFICIAL COPY

8. Trustee has no duty to examine the title, but is entitled to a statement of its contents, made by the trustee, and is entitled to receive his trust deed and his certificate of title, witness hereon given unless expressly disclaimed by the terms hereof, and be liable for any acts or omissions hereunder, except in case of his own negligence or wilful breach of his duty to the best of his knowledge, and may be liable under circumstances satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust deed and the land 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. 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.

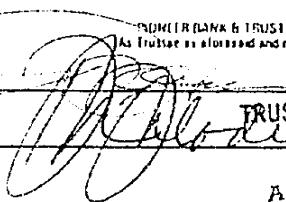
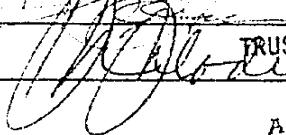
10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are 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.

Property of Cook County Sheriff'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 securing hereunder, or to perform any covenant within the terms or conditions 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 securing hereunder, shall look solely to the premises hereby conveyed for the payment thereof, or 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担保人, 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.

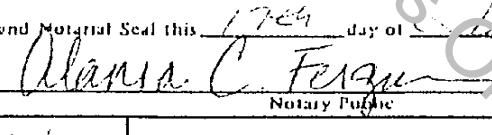
PIONEER BANK & TRUST COMPANY  
As Trustee as aforesaid and not personally.

By \_\_\_\_\_  
  
Vice President  
TRUST OFFICER  
ATTEST \_\_\_\_\_  
  
Assistant Secretary  
ASST. 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  
ALANSA C. FERGUSON  
Notary Public, State of Illinois  
My Commission Expires 9-18-95

Given under my hand and Notarial Seal this 17th day of October, 1983  
  
Notary Public

Document Number

NAME	157 Sub B.C. 2nd floor unit
STREET	150 S. State St.
CITY	Chicago, IL
INSTRUCTIONS	
RECORDER'S OFFICE BOX NUMBER	

FOR INFORMATION ONLY  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

93457506

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

Trustee.

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

136213