

This Instrument, Made

December 11, 1993

12/1/88

25086

First Suburban National Bank

of the sum of Dollars - Forty-three Thousand Four Hundred and no/100

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

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

7% over Wall Street Journal Prime Rate First Suburban National Bank 150 S. Fifth Ave Maywood, IL 60153

City of Chicago COOK COUNTY COOK AND TALE OF ILLINOIS, to wit P. I. N. 16-02-421-008

Property address: 839 St. Louis, Chicago, IL 60651

93031480

LOT 254 IN DICKEY'S SECOND ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDINGS \$23.50
#0011 TRAN 5151 01/13/93 12:12:00
#7988 # \* -93 -03 1480
COOK COUNTY RECORDER

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof to the said First Party, its successors or assigns, may be entitled thereto (which are pledged primarily and as a guaranty with said real estate and not secondarily) and all necessary equipment or articles now or hereafter thereon or thereon used in, upon, about, water, gas, power, refrigeration (whether by units or company controlled), and ventilation, including (whether by means of the foregoing), screens, window shades, sign and signs, made light, heating, snow, ice, water heaters. All of the foregoing are declared to be a part of said 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 stated shall be fully paid and in case of the failure of First Party, its successors or assigns to pay the principal or interest or to reimburse or prepay the principal of each installment...

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 any proceeding, including probate and bankruptcy proceedings, in which they shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereto secured, for the commencement of any suit for the foreclosure hereof after actual commencement of such right to foreclose whether or not actually commenced, or (2) preparations for the defense of any threatened suit in violation of which might affect the premises or the security hereof, whether or not actually commenced.

2380/9

WAS - 5133533N

S133533N

DEPT-01 RECORDINGS

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UNOFFICIAL COPY

Trustee has no duty to examine the title, location, or contents of the premises, nor shall it be obligated to record the trust deed or exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder except in the case of its own negligence or that of its agents or employees of PIONEER BANK & TRUST COMPANY, whose indemnities satisfactory to it before exercising any power herein given.

Trustee shall release this trust deed and the lien created 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.

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.

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 conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and on 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 first above written.

PIONEER BANK & TRUST COMPANY  
As Trustee as aforesaid and not personally.  
By Phillip J. Johnson Vice President  
ATTEST W. A. Johnson Assistant Secretary

93031480

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 11th day of December, 1992  
Rena M. Phillips  
Notary Public

OFFICIAL SEAL  
RENA M. PHILLIPS  
Notary Public, State of Illinois  
My Commission Expires 4-03-93

NAME FIRST SUBURBAN NATIONAL BK.  
STREET 150 S. FIFTH AVENUE  
CITY MAYWOOD, IL 60153  
INSTRUCTIONS \_\_\_\_\_  
RECORDER'S OFFICE BOX NUMBER \_\_\_\_\_

Document Number  
FOR INFORMATION ONLY  
INSERT STREET ADDRESS OF ABOVE  
PROPERTY, HERE

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