

UNOFFICIAL COPY 3031480

December 1, 1992

Set forth on this day of December, 1992, at the City of Chicago, Illinois, between

This Indenture, Made

between PIONEER BANK & TRUST COMPANY

and First Suburban National Bank, hereinafter referred to as "First Party" and

25086

First Suburban National Bank

an Illinois corporation, hereinafter referred to as "TRUSTEE", witnesseth

THAT, WHEREAS, Two Party has concurredly herewith exercised its note bearing even date herewith in the PRINCIPAL SUM OF **Forty-three Thousand Four Hundred**

and no/100

DOLLARS.

made payable to BEARER **First Suburban National Bank**, hereinafter referred to as "First Party" and by **Easy Life Real Estate and Management Co., Inc.**

which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and heretofore specifically described, the said principal sum and interest

interest payable monthly, principal on demand

2% over Wall Street Journal Prime Rate

on the balance of principal remaining from time to time unpaid at the rate of **per cent per annum**

installments as follows: **DOLLARS on the _____ day of _____**

19_____, and DOLLARS on the _____ day of _____

hereafter until said note is fully paid except that the final payment of principal and interest if not sooner paid shall be due on the _____ day of _____ 19_____. All such

payments by reason 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 **7% over Wall Street Journal Prime Rate** and all of said principal and interest being made payable at the place of **First Suburban National Bank**, **150 S. Fifth Ave., Maywood, IL 60153**, **Chicago, Illinois**, or such other place in the City of Chicago as the legal holders of the note may from time to time, at writing, appoint in the manner and place so designated.

IN WITNESS WHEREOF, First Party has executed this instrument in duplicate copies, one copy to be retained by First Party and the other copy to be delivered to the trustee, and the original copy to be delivered to the recorder of deeds of Cook County, Illinois, for recordation, and the same to be acknowledged before a Notary Public or other officer authorized to administer oaths, and to be witnessed by two disinterested persons, and to be signed by the undersigned, and to be dated this **16** day of **December**, **1992**, at **Chicago, Illinois**.

NOW THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, premises and conditions of this Note, and the consideration of the sum of **One Only**, hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, 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, Cook County, Illinois, and dated **ILLINOIS**, to wit: **P.I.N. 16-02-421-008**

93031480

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

LOT 254 IN DICKY'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
T#0011 TRAN 5151-01/13/93 12:12:00
\$7988 + 93-031480
COOK COUNTY RECORDER

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits arising therefrom and the right, with 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 secondary) and all apparatus, equipment or articles now or hereafter thereon or therein used in supply heat, hot air, circulation, water, power, down, refrigeration (whether singularly or collectively), and ventilation, including (without limiting the foregoing), screens, window shades, storm doors and windows, mason ledges, cornices, shingles and water heaters. All of the foregoing are declared to be a part of said real estate (stationary physical) attached thereto in fact, and it is agreed that all similar apparatus, equipment or articles hereafter placed on the premises by First Party, its successors or assigns shall also be a part of the same. All such property and equipment, together with the property hereinafter described, is referred to herein as the "premises".

IT IS FURTHER UNDERTAKEN AND AGREED THAT:

1. Until the indebtedness aforementioned shall be fully paid, First Party, its successors or assigns may at any time repossess or rebuild any buildings so unoccupied and/or otherwise on the premises which may become damaged or destroyed, or take said premises in good condition and repair, without waste and free from mechanic's or other liens or claims for any personalty subordinated to a lien thereon. Other persons than the debtors herein which may be injured by a fire or change on the premises superior to the loss hereof, and upon request, shall be fairly reimbursed of the damages of such premium to trustee due to holder of the note. All damages sustained by reason of any building or buildings now or at any time in process of erection upon said premises, (including with all requirements of law or municipal ordinance) with respect to the premises, shall be liable to First Party for payment of all taxes, assessments, rates, charges, expenses, costs, and other charges against the premises when due, and upon written request to furnish to trustee or in hands of holders of the note duplicate receipts therefor. All tax bills under protest shall be remitted to the municipality or county or other authority in which the same were filed, and tax or assessment bills which First Party may desire to contest. (b) have all buildings and improvements now or hereafter situated upon 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 to pay for the indebtedness secured thereby, all encumbrances satisfied to the holders of the note, under protest, if any, or otherwise in case of loss or damage. If 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 in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; their trustee (or in the hands of the note holder), but not without any payment or performance of any premium or expense, and if the premium or expense is not paid, trustee may deduct the same from any tax sale or forfeiture affecting said premises; (c) contest any tax or assessment. All monies paid for any of the purposes herein authorized on all assessments and/or incurred in connection therewith, including attorneys' fees, and any other monies advanced by trustee or the holders of the note to protect the mortgaged premises and the note hereof, plus reasonable compensation to trustee for such matters concerning which action herein authorized may be taken, shall be to such additional value as trustee and/or becomes unascertainable due and payable without notice and with interest thereon at the rate of **per cent per annum**. Action 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 assume making any payment hereby authorized relating to taxes or assessments, may do so, according to any bill, statement or estimate prepared from the appropriate public offices 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 thereto.

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 deed shall, notwithstanding anything in the note or in this trust deed in the contrary become due and payable (immediately in the case of default in making payment of any instalment of principal or interest) on the note, or the 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 tenement. In any suit to foreclose the tenement, 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 attorney's fees, trustee's fees, outlays for documentary and expert services, stenographer's charges publication costs and costs which may be estimated as to items to be expended after entry of judgment of recording of such abstracts of title, title searches and examinations, guarantee policies, Torsion 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 in fullness 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 **per cent per annum**, when paid or incurred by trustee or holders of the note in connection with (a) proceeding, including garnishments and bankruptcy proceeding, in which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereunder secured, (b) preparations for the commencement, or any suit for the foreclosure having an 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, an account of all costs and expenses incident to the foreclosing proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms herein constitute 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 surplus 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 in foreclosure the 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 substance or antiquity at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness so secured, and without regard to the then value of the premises or whether the same shall be then occupied as a home, or used as a place of business. Such receiver shall have power to collect the rents, charges and profits of said premises during the pendency of such foreclosure suit and in case of a sale and deficiency, during the statutory period of redemption whether there be redemption or not, or a writ of execution issued against First Party, its successors or assigns, except for the collection of such receiver, who shall be entitled to collect such rents, issues and profits, and all other powers which may be necessary to effect the same. All such receiver shall be liable to First Party, its successors or assigns, for the collection and management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to pay the net income in his hands in payment in whole or in part of (d) the indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax or special assessment against them which may be or become enforceable in the time of or subsequent to the filing of the bill in foreclosure, or by any decree or order of the court 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.

23031480

23031480

8. Trustee has no duty to examine the title, location, substance, or condition of the premises or the buildings thereon, is obligated to record the said deed in its name, and shall have no liability for any acts or omissions hereunder except in the event of its own gross negligence or misconduct or that of its agents or employees or trustee, and shall not be liable to the grantor for any expenses incurred by him in defending any action brought against him by reason of his failure to exercise any power herein given.

9. Trustee shall release the trust deed and the benefit thereof upon presentation of satisfaction evidence thereof 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 appear 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 record 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 in 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.

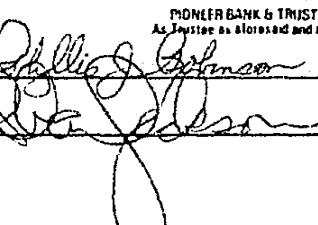
UNOFFICIAL COPY

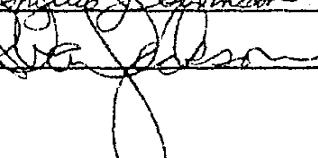
Proprietary Cook County Clerk's Office

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 to 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 holder of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby collateral 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 presentee, 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: 
Vice President

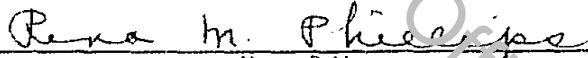
ATTEST: 
Assistant Secretary

STATE OF ILLINOIS : SS.
COUNTY OF COOK :

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

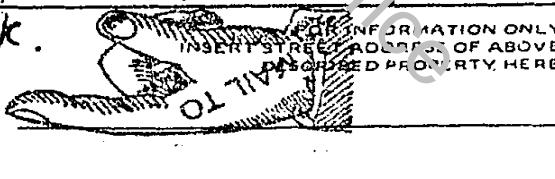
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President and Assistant Secretary of the PIONEER BANK & TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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



Notary Public

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



Document Number: _____

93031480

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