

This Indenture, Made June 28, 1994, between POWER BANK & TRUST COMPANY,

and the undersigned, has personally but as Trustee under the provisions of a Deed of Trust in last duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated 12/1/88

of the sum of \$25086, hereinafter called "Trust Fund" and First Suburban National Bank

has been deposited in the TRUSTEE'S possession

of Fifty-eight Thousand and no/100---

DOLLARS.

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

is the Trustee of the Trust Fund and the holder of the Trust Agreement and hereinafter specifically describes the said principal sum and interest

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

the balance of principal remaining from time to time unpaid at the rate of _____ per cent per annum in

of _____ DOLLARS on the _____ day of _____

and _____ DOLLARS on the _____ day of _____

and the undersigned hereby accept that the said payment of principal and interest is not to be paid until the _____ day of _____ 19____ All such

payments shall be made to the undersigned or to the order of the undersigned or to the order of the undersigned in principal, provided that the principal of each installment unless paid when due that

2% over Wall Street Journal Prime Rate

per cent per annum, and all principal and interest shall be payable at the office of First Suburban National Bank

150 S. Fifth Ave., Maywood, Il. 60153

in the City of Chicago at the last address of the note may from time to time, in writing, appoint

First Suburban National Bank to secure the payment of the said principal sum and interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar

and the undersigned hereby acknowledge that the undersigned, their heirs, assigns, executors, administrators, successors and assigns, the following described Real Estate situated, being and being in the

City of Chicago, COUNTY OF Cook, AND STATE OF ILLINOIS, to wit P.I.N. 16-03-430-009

Property address: 833 N. Karlov, Chicago, Il.

Block 32 in Block 2 in Martin's Subdivision of Blocks 1 and 2 in the Resubdivision of

Blocks 5 and 6 in the Foster Subdivision of the East 1/2 of the Southeast 1/4 of

Section 3, Township 39 North, Range 13 East of the Third Principal Meridian, in

Cook County, Illinois.

DEPT-01 RECORDING \$23.50
T#0000 TRAN 8634 07/15/94 11:03:00
#0478 # C J # 94-618412
COOK COUNTY RECORDER

94618412

176-133766-295-27

2352

UNOFFICIAL COPY

8. Trustee has no duty to examine the title, location, extent or the condition of the premises, nor has Trustee liability to record the trust deed or to file the same herein upon unless expressly obligated by the terms hereof, nor be held for any acts or omissions hereunder.

9. Trustee shall release this trust deed and the monies therefrom upon presentation of satisfactory evidence that the indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a certificate hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the same complete with all indebtedness heretofore incurred and which indebtedness 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 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 a has never executed a certificate on any instrument of any kind or 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 retain by instrument in writing filed in the office of the Notepad 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 same Notepad or Registrar of Titles in which the premises in question 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.

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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 inasmuch as it possesses the 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, right, 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 as Successor 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 conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and 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 of the said and not otherwise.
By: [Signature] Vice President
Attest: [Signature] Assistant Secretary

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STATE OF ILLINOIS } SS.
COUNTY OF COOK }
OFFICIAL SEAL
ALINA E. MIRANDA
Notary Public, State of Illinois
My Commission Expires 6-08-97
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 22nd day of August, 19 94
[Signature]
Notary Public

Document Number

NAME: FIRST SUBURBAN BANK OF MAYWOOD
D STREET: 150 S 5TH AVE
CITY: MAYWOOD, ILL 60153
INSTRUCTIONS: RECORDER'S OFFICE BOX NUMBER
FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY, HERE



The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. _____

Trustee.

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