

UNOFFICIAL COPY

94273281

This MORTGAGE is executed by the PIONEER BANK & TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated 11/10/43 and known as Trust No. 5272 in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in said principal note or obligation contained shall be construed as creating any liability on the said mortgagor, or on the PIONEER BANK & TRUST COMPANY, personally to pay the said obligation or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein or in said obligation contained, all such liability, if any, being expressly waived by said mortgage and by every person now or hereafter claiming any right or security thereunder.

IN WITNESS WHEREOF, the PIONEER BANK & TRUST COMPANY, not personally, but, as Trustee as aforesaid, has caused these presents to be signed by its Vice President/Trust Officer and its corporate seal to be hereunder affixed and attested by its Assistant Secretary, this 10th day of January A.D. 1944.

773037

PIONEER BANK & TRUST COMPANY

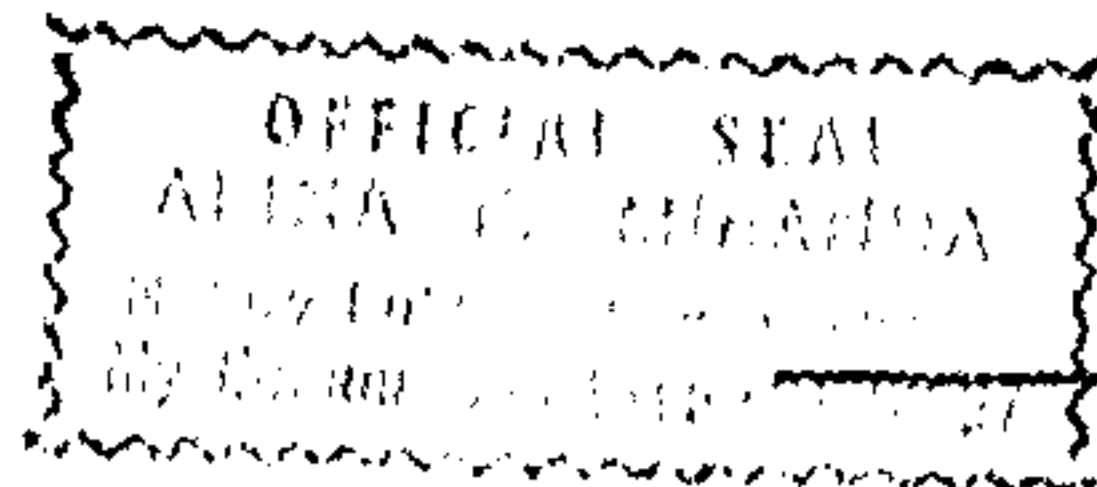
By: [Signature]
Vice President/Trust Officer

Attest: [Signature]
Assistant 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/Trust Officer of the PIONEER BANK & TRUST COMPANY, personally known to me to be the same persons whose names are subscribed in the foregoing instrument as such Vice President/Trust Officer 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 10th day of January 1944



[Signature]
Notary Public

UNOFFICIAL COPY

Property of Cook County Clerk's Office



TRUST DEED

UNOFFICIAL COPY

94273481

778597

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made January 7th 1994, between PIONEER BANK & TRUST CO., not personally but solely as trustee under Trust #5272 dated 11-10-43

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

Forty Six Thousand One Hundred Seventy Eight & 75/100----- (\$46,178.75)

Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARRIX MARTEL INVESTMENT

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from Jan. 7, 1994 on the balance of principal remaining from time to time unpaid at the rate of 14.75 percent per annum in instalments (including principal and interest) as follows:

Six Hundred Thirty Eight and 42/100----- (\$638.42)----- Dollars or more on the 7th day of Feb. 1994 and Six Hundred Thirty Eight and 42/100-- (\$638.42)-- Dollars or more on the 7th 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 7th day of January, 2009. All such payments on account 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 instalment unless paid when due shall bear interest at the rate of 19.75 per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Martel Investments in said City, P.O. Box 34383, Chicago, IL 60634

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 2 (except the East 20 feet thereof) Lot 3 in Flynn and Sons' Subdivision of Lots 24 to 34 inclusive in Block 17 to Hayes Kelvin Grove Addition a subdivision of the Southwest quarter of Section 27, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Commonly known as: 4404-10 W. Altgeld Ave., Chicago, IL 60634
PIN: 13-27-319-034

DEPT-01 RECORDING

\$25.50

94273481

T#0014 TRAN 1196 03/25/94 14:06:00

9462 * -94-273481
COOK COUNTY RECORDER

which with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, trappings, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, heating (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, linoleum, beds, awnings, stoves and water heaters. 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 placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes set forth, on the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand _____ and seal _____ of Mortgagors the day and year first above written.

[SEAL]

[SEAL]
MADE A PART HEREOF [SEAL]

STATE OF ILLINOIS,

County of Cook

I, _____
a Notary Public in and for and residing in said County, in the State aforesaid, DO SOLEMNLY CERTIFY
THAT _____

who _____ personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 7th day of Jan. 1994

Notary Public

Notarial Seal

INV 40769 AN 182

25 Stop

