

UNOFFICIAL COPY 95172894

This Indenture, Made February 21, 1995 Between PIONEER BANK & TRUST COMPANY

as Amended and/or modified by Trust Agreement dated 12/1/88

and known as being for 25086, hereinafter referred to as First Party, and First Suburban National Bank

THIS INDENTURE, First Party has granted unto hereafter its term bearing even date herewith the PROMISSORY NOTE OF Seventy-Five Thousand & no/100

made payable to the order of First Suburban National Bank, hereinafter referred to as Easy Life Real Estate & Management Co., Inc.

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

installment is as follows: DOLLARS on the day of

these parties and their heirs, assigns and legal representatives shall pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically defined the said principal sum and interest

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

Cook AND STATE RECORDS TO W P.I.N. 16-09-219-037

Property address: 520 N. Lavergne, Chicago, IL 60644
LOT 18 IN BLOCK 1 IN L. B. SIMM'S SUBDIVISION OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT RAILROAD), IN COOK COUNTY, ILLINOIS.

95172894

DEPT-01 RECORDING \$23.50
160111 TRAN 6177 03/15/95 14:27:00
\$6828 : RV # - 95 - 172894
COOK COUNTY RECORDER

95172894

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

TOGETHER with all improvements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof...

IT IS FURTHER UNDERSTOOD AND AGREED THAT

1. That the indebtedness hereon shall be fully paid... 2. The trustee or the holders of the note hereby secured making any payment hereby authorized...

3. When the indebtedness hereby secured shall become due... 4. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority...

5. The 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

2350

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6. Trustee has no duty to examine the title, location, extent, description, or amount of the premises or of the trust or of the instrument or of the records or of the parties thereto, and no trustee hereon given unless expressly authorized by the terms hereof, nor be liable for any acts or omissions hereunder, except in cases of fraud or willful neglect.

7. Trustee shall release this trust deed and the lien thereon 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 submit to him or other trustee thereof, making and attesting to first to the satisfaction of the trustee, and 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 predecessor 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 or 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.

8. 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 or Depositor 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 it 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 in 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 last above written.

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

By _____ Vice President

Attest _____ Assistant Secretary

90172891

STATE OF ILLINOIS } SS
COUNTY OF COOK

OFFICIAL SEAL

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 21st day of September, 1947

Notary Public

Notary Public

NAME _____
STREET HIST. SUBURBAN NATIONAL BANK
CITY CHICAGO, ILL.
INSTRUCTIONS _____
RECORDING OFFICE BOX NUMBER _____

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY, HERE

520 N. Lavergne
Chicago, Ill. 60644



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