S/O THE KISSELL COMPANY 30 Warder Street Springfield, Ohio 45501

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For value Received, PITTSBURGH NATIONAL BANK, a National Bank organized and existing under the laws of the United States of America, hereby sells, assigns and transfers to \_\_\_\_\_City Federal Savings Bank\_ all its right, title and interest in and to a certain mortgage executed by Nellie L. Sanders, divorced and not since remarried to James F. Messinger & Co., Inc. and bearing date the 11th day of May A.D., 19 79, and recorded County, State of ILLINOIS, in in the office of the Recorder of \_\_\_\_\_\_ Cook\_\_\_\_\_ Volume No. \_on Page\_\_ \_\_\_\_as Document No. 3091788 , A.D., 19 79 , and described to wit: \_day of \_\_\_May on the 15th Lot Five(5) Lot Six(6) in Block Four(4), in First Addition to Cloverdale, being E.S. Robbins' Subdivision of that part of the West Half(1) of Lot Nine(9), and the East Half (3) of Lot 10, lying South of the center line of the Midlothian Turnpike, also the East Half( $\frac{1}{2}$ ) of Lot 15, and the West Half( $\frac{1}{2}$ ) of Lot 16, all in W.B. Egan's Subdivision of the North West Quarter(1) of Section 2, Town 36\* gned this 31st day of July A.D., 1986

\*North, Range 13, East of the Third Principal Meridian.

CERTIFICATE OF TITLE #13087.8

VOLUME 2622-2 PAGE 380

PARCEL# 28-02-115-006-0000

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PITTSBURGH NATIONAL BANK

Mortgage Servicing Officer ROGER D. JOHNSON

STATE OF OHIO COUNTY OF CLARK

On this 31st day of July A.D., 19 6, before me, the undersigned, a Notary Public in and for the State of Chic. personally appeared ROGER D. JOHNSON to me personally known, who being duly exper, did say that (s)he is the Mortgage Servicing Officer of PITTSBURGH NATIONAL BANK and that the seal affixed to the foregoing instrument is the National Pank seal of said National Bank and that said instrument was signed and sealed of behalf of said National Bank by authority of its Board of Directors, and the said ROGER D. JOHNSON acknowledged the execution of said instrument to be the voluntary act and deed of said National Bank by it voluntarily done and executed.

Witness my hand and notarial seal the day and year last above written

PROPERTY ADDRESS: 3641 WEST 137th STREET ROBBINS, ILLINOIS 60472 Notary Public in and for

said S

MARY L. LARBY Biotery Public, State of Ohlo My Commission Expires June 29, 1989

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MARY L LARRW Notary Public, State of Obio My Commission Ispirus Juna 19, 1989

the date and amount of the lien, how it is being repaid and state that those liens are current, up-to-date and not in default in any manner.

Failure of the Mortgagor to submit all of the above items within ten (10) days after request for same by Holder shall constitute a default.

Holder of the Note shall have the right to request the above quarterly during the term of the Purchase Money Trust Deed and Note.

(b) All other payments or charges required to be paid to comply with the terms and provisions of this Trust Deed and the Loan Agreement.

### 2. FUTURE JAWS.

That Mortgagor will promptly comply with, or cause compliance with, all present and future laws, ordinances, rules, regulations and other requirements of all governmental authorities having or claiming jurisdiction of or with respect to the Property or any portion thereof or the use or occupation thereof.

### 3. REPRESENTATION AS TO BUSINESS LOAN.

For purposes of determining the maximum lawful note of interest, the Mortgagor represents and agrees that the proceeds of the loan evidenced by the Note and Purchase Money Trust Deed will be used for business purposes. In no event shall the interest rate charged on the obligation be higher than the rate specified in the note and Purchase Money Trust Deed, except for the late charge specified herein.

### 4. MAINTENANCE AND REPAIRS.

That Mortgagor will keep and maintain, or cause to be kept and maintained, the Property (including the building and improvements thereon and the sidewalks, and curbs abutting the came) in good order and condition and in a rentable and tenantable state of repair, and will make or cause to be made, as and when the same shall become necessary, all structural and nonstructural, exterior and interior, ordinary and extraordinary, foreseen and unicreseen repairs and all maintenance necessary to the end. Furthermore, and without limiting the generality of the foregoing, Mortgagor will suffer no waste to any building.

#### 5. ESCROWS.

No escrows will be required at this time in regards to the payment of real estate taxes or insurance. In the event that Mortgagor fails to pay the above items in full, and in timely fashion or fails to provide timely and satisfactory evidence of payment of said items to the Holder of the Note, then said Holder may at its option and upon 30 days written notice require reserve funds be established in reasonable amounts to insure payment in timely fashion of said items. The location of faid reserve funds

Property of Cook County Clerk's Office 

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will be at the Holder's choice and no interest will be paid to the Mortgagor. Any failure of Mortgagor to make the payment required in this paragraph shall constitute an event of default.

#### PREPAYMENT.

The balance of the principal due thereunder may be prepaid at any time without penalty. No prepayment shall relieve the Mortgagor from the next payment due hereunder of principal and interest. Any prepayment shall be first applied to unpaid interest to the date of prepayment and then to principal. No prepayment shall operate to reduce the payments provided for herein.

### SALE, ASSIGNMENT, MORTGAGING OF PROPERTY.

That Mortgagor will not, without the prior written consent of Holder of the Note, sell, transfer, assign or otherwise dispose of any or all of its interest in the Property. Failure to comply with the above will be cause for acceleration of the outstanding principal balance owed hereunder, with immediate payment of all sums owed.

### 8. PRIORITY OF LIEN--NOTICE OF PROCEEDINGS.

That this Trust Deed is and will be maintained as a valid mortgage lien on the Property and that Mortgagor will not, directly or indirectly, create or suffer or permit to be created, or to stand against the Property, or any portion thereof, any lien (including any liens arising with respect to the payment of Impositions), security interest, encumbrance or charge prior to or upon a parity with the lien of this Trust Deed. Mortgagor will keep and maintain the Property free from all liens of persons supplying labor and materials entering in to the construction, modification, repair or maintenance of any building or improvement If any such liens shall be filed against the Property, Mortgagor agrees to discharge the same of record within thirty (30) days after the liens are filed or, if not filed, Mortgagor has notice thereof. In no event shall Mortgagor do, or permit to be done, or omit to do, or permit the omission of, any act or thing, the doing of, or omission to do, which would impair the security of this Mortgage.

If any action or proceeding shall be instituted to evice Mortgagor or recover possession of the property or any part thereof, or for any other purposes affecting the Property or this Trust Deed, or any notice relating to a proceeding or a default is served on Mortgagor, Mortgagor will immediately, upon service thereof on or by Mortgagor, deliver to Holder of Note a true copy of each notice, petition, or other paper or pleading, however, designated.

#### OCCUPANCY.

That Mortgagor will not suffer or permit the general nature of the occupancy or use of the Property to be inconsistent with that of a retail store-front building.

LATE CHARGES. 10.

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All payments provided for hereunder not paid within ten (10) days of its due date shall entitle the Holder of the Note to a late charge of 5% from the Mortgagee.

The Holder of the Note shall take no action with respect to a payment unless it is ten (10) or more days delinquent.

#### 11. NO WAIVER.

That a waiver in one or more instances of any of the terms, covenants, conditions or provisions hereof or of the Note or any other documents given by Mortgagor to secure the Indebtedness, or any part thereof, shall apply to the particular instance or instances and at the particular time or times only, and no such waiver shall be deemed a continuing waiver, but all of the terms, covenants, conditions and other provisions of this Trust Deed and of such other documents shall survive and continue to remain in full force and effect.

### 12. CONDEMNATION.

Mortgagor agrees that all awards hereafter made by any public or quasi-public authority to the present and all subsequent owners of the property by virture of an exercise of the right of eminent domain by such authority, including any award for a taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the property shall be paid towards the unpaid principal amount owed and secured by this Purchase Money Trust Deed and Note.

#### 13. NOTICES.

All notices, demands and requests given or required to be given by either party hereto and the other party shall be in writing. All notices, demands and requests by Holder of Note to Mortgagor shall be deemed to have been properly given if sent by U.S. registered or certified mail, postage prepaid, addressed to Mortgagor:

1912 North Milwaukee Avenue

Chicago, Illinois 60647

with a carbon copy to:

Mr. James Gately 4309 North Damen Chicago, Illinois 60618

or to such other address as Mortgagor may from time to time designate by written notice to Holder of Note given as herein required. All Notices, demands and requests by Mortgagor to Holder of Note shall be deemed to have been properly given if sent by U.S.

Property of Cook County Clerk's Office

# 3593573

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registered or certified mail, postage prepaid, addressed to Mortgagee at:

704 York	Court		
Roselle,	Illinois	60172	

with a corbon copy to:

Harvey L. Teichman Attorney at Law 6300 North River Road, Suite 314 Rosemont, Illinois 60018

or to such other address as Holder of Note may from time to time designate to written notice to Mortgagor.

### 14. TRANSFER TO A LAND TRUST.

- (a) If Mortgagor elects to have the property transferred to a land trust then Mortgagor's trustee shall execute all required loan documents with Mortgagor personally guaranteeing the sum indicated in the note ov their personal signatures.
- (b) If Mortgagor elects to have the property transferred to a land trust then Mortgagor will furnish Holder of the Note a certified copy of said land trust agreement showing Mortgagor holding a 100% beneficial interest in said land trust, and a collateral assignment of said beneficial interest to the Holder of the Note.

#### 15. ADDITIONAL LIENS AND ALTERATIONS.

Mortgagor reserves the right to incur soditional liens against the subject property provided the following conditions are adhered to:

- (a) No lien can be on parity with or superior co the lien of this Purchase Money Trust and Note.
- (b) All proceeds, goods, chattels and labor obtained pursuant to the incurring of a new lien(s) must be used solely and entirely for the benefit of the subject premises.
- (c) The total amount of all liens against the subject premises must never exceed eighty (80%) percent of the fair market value of the subject premises (said 80% to include this Purchase Money Trust Deed) and can be paid in installments that do not in the total exceed eighty (80%) percent of the monthly rental income. All payments provided for herein (including but not limited to principal, interest, taxes and insurance) shall be included in the aforementioned limitation of eighty (80%) percent.
- (d) Any repairs, remodeling or alterations costing Three Thousand (\$3,000.00) or more dollars shall require that the

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Mortgagor first notify the Holder of the Note in writing of its intentions at least 45 days in advance regarding said repairs, alterations or remodeling and demonstrate their ability to pay for said repairs, alteration or remodeling or in the alternative if the foregoing is financed, that it meets the conditions set out hereinabove in this paragraph 15.

16. Notwithstanding any provision herein to the contrary, the Mortgagor shall have the right to cure any default hereunder within twenty-one (21) days from the date Mortgagor receives written notification of default from the Holder of the Note. Nothing herein, however, shall exonerate Mortgagor from the obligation to pay the late charge as set forth in paragraph 10 on delinquent payments.

#### 17. PARAGRAPH HEADINGS.

The paragraph headings of this Trust Deed are for convenience only and are not intended to alter, limit or enlarge in any way the scope or meaning of the language hereof.

### 18. EXECUTION OF DOCUMENTS.

If any act hereunder by one party requires the execution of any documents or papers by the other party, the other party shall cooperate to that end and execute all such documents and papers.

### 19. INCORPORATION.

Each and every provision of the Trust Deed (and Rider attached) is herewith incorporated by reference and made a part of the INSTALLMENT NOTE and agreed to by the MORTGAGORS herein and shall inure to the benefit of the here, successors and assigns of the bearers of this instrument as if the same had been specifically set forth under the terms of the instrument.

Mortgagor (Obligor)

Mortgagor (Obligor)

STATE OF ILLINOIS)

SS

COUNTY OF COOK

I, JAMES A GHTECY, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY

Property of Cook County Clerk's Office

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THAT Saul A. Lule and Jerome R. Grazinskas, both bachelors are personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notaryial Seal this // day of , 1987. Stopology Of Co.

This instrument jointly prepared by: Harvey L. Teichman, 6300 N. River Road, Suite 314, Rosemont, Tilinois, 60018 and James Gately, in Clerks Office 4309 N. Damen Ave., Chicago, Illinois 60618.

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Chicago, Ill THAT, Wi	linois, herein i IEREAS the I	ortgagors," and CHICA referred to as TRUSTER Mortgagors are justly in ring herein referred to a	E, witnesseth: jubbled to the legal l	rolders of the Instal	ment Note her	
evidenced   SEARES	by one certai	OUSAND (\$40,0 n Instalment Note of K KAWCZYNSKI	the Mortgagors of e	ven date herewith,	made payable	Dollars, to THE ORDER OF
from	Marcr 1	by which said Note, 1987, on the	balance of princip	al remaining from	n time to tim	e unpaid at the rate
of Marc the 1st and interes account of remainder t of see r: company in	day of each t, if not soo the indebted to principal; tider per al Rose poolnt, and in	FIFNITEN (\$517.6 3.4, and FIVE HUND a monith ther ner paid shall be due ness evidenced by said provided that the prince annum, and an resaid emont, absence of such appoin	RED SEVENITERN cafter until said note on the 1st d note to be first appl lipal of each instalm principal and interes Illin	(\$517.60) and sis fully paid except of Februar ided to interest on the transfer of the transfe	that the finally 1989. A he unpaid prince due shall be ble at such ba	Dollars or more on payment of principal all such payments on cipal balance and the ar interest at the rate
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gravea Secure Secure	1	are personally known along instrument, a		person <b>S:</b> whose n		ack as viedged that

11807 Trust Dead - Individual Meritgagor - Secures One Interpret Note with Interest included in Payment.

Given under my hand and Notariat Scat this

signed, sealed and delivered the said Instrument

1. Mortgagers shall (a) promptly regult, reture or rebuild on my buildings or improvements may be come duranged or be destroyed; (d)) keep said premises in good condition and regult, without waste, and fire from mechanic to or other learn or claims for life more typically phondifinated to the filen hereof; (c) pay when date any indebtedness which may be evered by a live or disting on a claim for life in part eying with human for any indebtedness which may be evered by a live or disting on a claim for life in the regule type in the filen the control of the part of the mite; (d) complete within a reasonable time my buildings or buildings mow or at any time in process of erection upon tead of premiser; (d) complete within a reasonable time my buildings or buildings mow or at any time in process of erection upon tead of premiser, and other charges pathent the premiser when due to the premiser, and other charges pathent the premiser when due are sufficiently to the control of the contro ERSE THE OF THIS TRUST DEED): THE COVENANTS, CON

tellifency.

10. No action for the enforcement of the fien of of any provision bereat shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the helders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be

12. Trustee has no duty to examine the title, location, existence or condition of the premises, as to inquite into the alidity of the signatures of the identity, capacity, or authority of the signatures of the identity, capacity, or authority of the signatures of the note in trust deed, and shall have ee be obligated to exceed this trust deed or to exceed any power herein given unless expressly obligated by the terms hereof, nor bail have ee be obligated to exceed this trust deed or to exceed any power herein given unless expressly obligated by the terms hereof, nor be liable for my acts or ordiscons hereinder, except in case of its own gross nepligence or insconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it betwee exercising any power letering given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness seemed 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 mainfully thereof, produce and exhibit to Trustee the note, representing that all in trustees hereby secured has been paid, which representation Trustee may accept as true without impiny. Where a release is requested of a recessor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number purp in g to be placed thereon by a prior trustee hereinder or which conforms in substance with the description herein contained of the note and so del purports to be executed by the persons herein destinated as the makers thereof; and where the release is requested of the note and so del purports to be executed and which conforms in substance with the description herein contained of the note and which this instrument in occition filted in the office of the Recorder or Registras of Titles in which this instrument alignitiance.

14. 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 recruided or filed, in a second in the respectation, inabilities or refused to set 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 becomes shall have the idential title, powers and authority as are herein given Trustee.

herein given Trustee.

15. This Trust Deed and all processions belook, shall extend to and be highling epon Managagars and all persons claiming index or through Mottagagars, and the word "Mottagagars" using used be one instruction for the process of any part thereof, whether of first such persons shall have executed the note or this Trust Deed. The word "or ." "then this instrument shall be construed to many "or ... when more than one note is used."

16. Before televating this trust deed. Trustee as successors shall exceed by its enviews a fix a state on this construction of the release deed is issued. I custee or successors hall be familied to reasonable compensation to large unity of the release deed is issued. I custee on successors hall be familied to reasonable compensation to large unity and or this real deed. The provisions of the Trustees to t" in the State of Illinois shall be applicable to this real deed.

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IMPORTANT!

