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19055 Plm 7-21 21 215 965 This Indenture, Made June 5 19 70 , between Beverly Bank, an Illinois Banking Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement and known as trust number 8-2296 June 5, 1970 herein referred to as "First Party," and Ford City Bank In I linois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed date I are with in the TOTAL PRINCIPAL SUM OF principal notes bearing even sixty effat thousand two hundred fifty and no/100's-------DOLLARS. made payable to BEARER and delivered, in and by which said 1 or the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreemen, ap hereinafter specifically described, the said principal sum in one instalments as follows: fixty eight thousand two hundred fifty and no/100 s------DOLLARS, 1970 , and on the 4th day of ---- with-a-final-payment-of-the day_of______19___, with in terest on the principal balance from time to time unpaid at the ate of 9날 per cent per annum payable ; each of said instalments of principal bearing interest after maturity at the rate of seven per cent per annum, and all of said of repair and interest being made payable at such banking house or trust company in Chicago Illinois, as the holders of the note may, from time o time, in writing appoint, and in absence of such appointment, then at the office of Ford Caty Bank NOW, THEREFORE, First Party to secure the layr ent of the said principal sum of money and said interest in accordance with the terms, provisions and ar atations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the rece of thereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto are 1 ustee, its successors and assigns, the following described Real Estate situate, lying and being in the AND STATE OF ILLINOIS, to-v it: COUNTY OF Cook The West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of Lot 2 in Block 4 in F ed. H. Bartlett's Golfview, being a subdivision of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 35, Township 38 North, Range 12 East of the Third Principal Meridian, i. Coo' County, Illinois.

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so lor, and during all such 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 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, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-a-door 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 First Party or its successors or assigns shall be considered as constituting part of the real estate

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TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trust herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, a successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or areafter on the premises which may become damaged or be destroyed; (2) keep said premises in 1 ood condition and repair, without waste, and free from mechanic's or other liens or claims for lien 1 of the rest of the other lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evi' noc of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reason of time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the lies of red of the discharge of such prior lien to Trustee or to holders of the note quality attaches all general taxes, and pay special taxes, special a seements, water charges, sewer service charges, and other charges against the premises when due, and poo written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in fill under protest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured again loss of moneys sufficient either to pay the cost of replacing or repairing the same or to pay ill the indebtedness secured hereby, all in companies satisfactory to the benefit of the holders of the note, under all policies, including additional and renewal policies, to holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, and to deliver all policies, including additional and renewal policies, to holders of the note, and in ease of ins rance about to expire, to deliver renew
- 2. The Trustee or the holders of the note here. "ceured making any payment hereby authorzed relating to taxes or assessments, may do so accordin; to any bill, statement or estimate procured rom the appropriate public office without inquiry into the ...c...acc...acc here is tatement or estimate r into the validity of any tax, assessment, sale, forfeiture, te. lie i or title or claim thereof.
- 3. At the option of the holders of the note and without ratio to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, no withstanding anything in the note or in this trust deed to the contrary, become due and payable (a) it mediately in the case of default in making payment of any instalment of principal or interest on the note, or (a) in the event of the failure of First Party or its successors or assigns to do any of the things spec ically 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 a charation or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the dece for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee boders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expenditures and examination of the decree) of procuring all such abstracts of title, title scarches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title is Trustee or tolders of the note may deem to be reasonably necessary either to prosecute such suit or or evitare to bidders 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 mention dishal become so much additional indebtedness secured hereby and immediately due and payable, with iter at thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after 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; 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, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof 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 overplus 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 to foreclose this 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 solvency or insolvency at the time of application

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for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of comption, whether there be redemption or not, as well as during any further time when First Party, its uccessors or assigns, except for the intervention of such receiver, would be entitled to collect such profict, and all other powers which may be necessary or are usual in such cases for the profict in, possession, control, management and operation of the premises during the whole of said period. The Cr ort from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree for foreclosing this trust deed, or any tale special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and decree or

- 7. Truste: ... the holders of the note shall have the right to inspect the premises at all reasonable times and ...cess thereto shall be permitted for that purpose.
- 8. Trustee ha no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be oblighted the record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or miscount or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it 'efore exercising any power herein given.
- 9. Trustee shall releas. his 'rust deed and the lien thereof 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 r-lease hereof to and at the request of any person who shall, either before or after maturity thereof, pre-use hereof to and at the request of any person who shall, either before or after maturity thereof, pre-use 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 suc. so trustee, such successor trustee may accept as the genuine note herein described any note which has prior trustee hereunder or which conforts 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 execut it a c rtificate on any instrument identifying same as the note described herein, it may accept as the g nuine note herein described any note which may be presented and which conforms in substance with the described any note which may be presented and which conforms in substance with the described on the note and which purports to be executed on behalf of First Party.
- 10. 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 of Deeds at 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 of successor shall be entitled to reasonable compensation for all acts performed hereunder.

THIS TRUST DEED is executed by the undersigned Trustee, not person it. In the contrary notwithstanding, that each and all of the covenants, undertakings and agreements are a made are made and intended, not as personal covenants, undertakings and agreements are a made are made and intended, not as personal covenants, undertakings and agreements of the Trustee made and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by Beverly Bank, as Trustee, solely in the exercise of the powers conferr dupon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any the be asserted or enforced against, Beverly Bank, its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or imposition or contained and released by the party of the second part or holder or holders, owner or owners of such principal or under said party of the second part or the holder or holders, owner or owners of such principal or one of the second part or the holder or holders, owner or owners of such principal or one of the second part or the holder or holders, owner or owners of such principal or one of the principal or the second part or the holder or holders, owner or owners of such principal or one of the principal or the second part or the holder or holders, owner or owners of such principal or one of the principal or of the second part or the holder or holders, owner or owners of such principal or one of the principal or owners of such principal or one of the principal or owners of such principal or one of the principal or owners of such principal or one of the principal or owners of such principal or owners of

Anything herein contained to the contrary notwithstanding, it is understood and agreed that Bever!
Bank, individually, shall have no obligation to see to the performance or non-performance of any of the co. cants herein contained and shall not be personally liable for any action or nonaction taken in violation cany of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues, and profits thereof.

IN WITNESS WHEREOF, Beverly Bank, not personally but as Trustee as aforesaid, has caused the presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by i Assistant Trust Officer—Assistant Cashier, the day and year first above written.

BEVERLY BANK

As Trustee as aforesaid and not personally,

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1970 JUL 21 PM 3 44 96372 · 21215935 · A - Res 7.10 STATE OF ILLINOIS a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Christian F. Henning, Jr. Assistant; Vice-President of Beverly Bank, and ... RESISTANT Trust Officer-Assistants

GRESISTANT Street Issue of Bank, and Assistants

GRESISTANT Street Stre GIVE's under my hand and notarial seal, this Lylina & Mille By Commission Expires Oct. 7, 1970 Notary Public The Installment Note mentioned in the within Trust Deed has been identified here-Deed should be identified by the Trustee with under Identification No. filed for record Beverly Bank

END OF RECORDED DOCUMENT