

22 411 626

THE ABOVE SPACE FOR RECORDERS USE ONLY

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

and delivered, in and by which said Principal Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum on February 19/4 with interest thereon from until maturity at the rate of

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all of said principal and interest bearing interest after maturity at the rate of seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Calumet City 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 Bank of River Oaks in said City

NOW, THEREFORE, First Party to receive the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this last deed, do hereby, in consideration of the sum of One Hundred and paid, the receipt whereof is hereby acknowledged, do hereby release, quitclaim, convey and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the COUNTY OF _____ and STATE OF ILLINOIS, to wit:

Lot 1 in Plat of Subdivision of tract of land in the South West quarter of Section 23, Township 25 North, Range 13 East of the Third Principal Meridian, described as follows: Beginning at the North West corner of aforesaid South West quarter thence South 89 degrees 43 minutes East along the North line of said South West quarter 886.72 feet thence South 06 degrees 52 minutes 30 seconds West 742.30 feet thence North 35 degrees 06 minutes 45 seconds West 67.27 feet, thence North 78 degrees 21 minutes 49 seconds West 101.49 feet, thence West 660.00 feet to a point on the West line of said South West quarter thence North along said West line 665.60 feet to a point of beginning (except the North 50 feet and the West 50 feet thereof) all in Cook County, Illinois.

Exemption provided on restriction and liability of the Fund of Bank stipulated on the terms and hereof, is hereby expressly made a part hereof.

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

TOGETHER with all improvements, tenements, easements, fixtures, and accoutrements thereto belonging, and all rents, issues and profits thereon for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which said term shall be deemed to run primarily and on a parity with said term of years, and shall not be subject to termination or forfeiture by the expiration of said term of years), together with all rights in and to water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without limitation) the right to use, occupy, possess, control, lease, sublease, license, convey, assign, mortgage, hypothecate, pledge, and otherwise dispose of said real estate whether physically attached thereto or not, and it is hereby agreed that all similar apparatus, equipment, and fixtures shall be deemed to be attached to and part of said real estate, and that the terms and conditions of this lease and of the articles hereafter placed in the

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

[illegible]

NAME	STREET	CITY	INSTRUMENT
D			
E			
L			
I			
V			
E			
R			
Y			

OR

INSTRUCTIONS

RECORDED'S OFFICE BOX NUMBER

RETURN TO BOX 634

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

~~SEC Lincoln Hwy & Governor's Hwy~~
~~Matteson, Illinois~~

UNOFFICIAL COPY

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything to the contrary herein, become due and payable when default shall occur and continue for 30 days either, in the payment of any interest coupon, or in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence 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 the paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest 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 either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed 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.

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 of the items which under the terms hereof constitute secured indebtedness additional to that evidenced by the principal note and interest coupons, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal note or interest coupons; fourth, any surplus 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 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 deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, control, management and operation of the premises during the whole or any part of the said period. The court 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 foreclosing this trust deed, or of any tax, 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 deficiency.

7. 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.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to execute 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 misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power hereunder.

9. Trustee shall release this trust 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 release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the principal note (with or without the coupons evidencing interest thereon), 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 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 or which conforms in substance with the description herein contained of the principal 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 on any instrument identifying same as the principal note described herein, it may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal 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, disability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Successor in Trust hereunder shall have the identical powers and authority as are herein given Trustee, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.

11. First party hereby waives any right to redeem the collateral used as security, in the event of default and foreclosure.

Shirley R. Olson

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

24 PM 2 16

JUL 24 '03 660271 • 22411626 • A — Rec

5.00

5.00

THIS TRUST DEED is executed by the Ford City Bank, a corporation organized under the laws of the State of Illinois, and vested in it as such Trustee (and said Ford City Bank hereby warrants that it possesses full power and authority to execute and deliver this instrument and agree that nothing shall be construed as creating any liability on the said First Party or on said Ford City Bank personally to pay the said principal note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to make any payment either express or implied hereon, and that so far as the First Party and its successors and said Ford City Bank personally are concerned, the legal holder or holders of said principal note and interest coupons and the owner or owners thereof 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 principal note provided or by action to enforce the lien hereby created, if any.

In witness whereof, the Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are going instrument as such Assistant Vice President, and Assistant Secretary, respectively, appeared before me, 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said Assistant Secretary, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company as aforesaid, for the uses and purposes therein set forth.

Not personally but as Trustee as aforesaid, has signed these presents to be signed by its Assistant Secretary, who are personally known to me to be the same persons whose names are going instrument as such Assistant Vice President, and Assistant Secretary, respectively, appeared before me, 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said Assistant Secretary, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company as aforesaid, for the uses and purposes therein set forth.

Ford City Bank, As Trustee as aforesaid and not personally,
By *[Signature]* VICE-PRESIDENT
Attest *[Signature]* ASSISTANT SECRETARY

I, Stella Kruder
a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY
Dallas H. Himm Trust Office
Assistant Vice President of the Ford City Bank

Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are going instrument as such Assistant Vice President, and Assistant Secretary, respectively, appeared before me, 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said Assistant Secretary, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23rd day of July, 1903.
[Signature]
Notary Public

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED
BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED
IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified
herewith under Identification No. 370572
CHICAGO TITLE AND TRUST COMPANY
[Signature]
Assistant Trust Officer
Secretary

END OF RECORDED DOCUMENT