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### This Indenture, Made

July 24

19 73 . between

Ford City 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

April 2, 1973

and known as trust number

herein referred to as "First Party," and FORD CITY BANK

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed principal notes bearing even date herewith in the TOTAL PRINCIPAL SUM OF Two hundred five thousand and no/100 ------

---- DOLLARS.

and delivered, in and by made a at e to BEARER which said Note the First Party promises to pay out of that portion of the trust estate subject to said

Trust Agree nen; and hereinafter specifically described, the said principal sum in

instalments as file is: INTEREST ONLY ----- DOLLARS,

September dog of on the

1973 , and INTEREST ONLY ----- DOLLARS

day creach month on the first

thereafter, to and including the

J. r.e day of 1974, with interest day of July

1974 with a final payment of the balance due on the on the principal bal-

ance from time to time unpaid at the rate of 12

per cent per annum payable

monthly ; each of said instal ients of principal bearing interest after maturity at the rate of seven per cent per annum, and all of raid principal and interest being made payable at such banking ; each of said instal cents of principal bearing interest after maturity at the rate of

Chicago house or trust company in Illinois, as the holders of the note may, from tipe to time, in writing appoint, and in absence of such

appointment, then at the office of

FORD C7'L LANK

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the result is hereby acknowledged, does by these presents grant, remise, release, alien and convey up to he Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF Cook

AND STATE OF ILLINOIS, lo- it:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MIDE A PART HEREOF.

Parcel 1:
Lots 1, 2, 3, 4, and 5 in Block 70 in Frederick H. Bartlett's 3r.
addition to Garfield Ridge, being a subdivision of all that part of
the East half of Section 17, Township 38 North, Range 13, East of
the Third Principal Meridian, lying North and West of Right of Way of
Right of Way of Indiana Harbor Belt Railroad (except the West half
of the West half of the Northeast quarter of Section 17 and also that Parcel 1: part of North 3/4 of the East quarter of the North east quarter of Section 17 lying East of the said Right of way of Indiana Belt Railroad)

Lots 25, 26, 27, 28, 29, 30 and 31 (except those parts of said lots taken for highway widening) in Block 7 in Stickney Land Syndicate's subdivision of the West half of the West half of the Southwest quarter of Section 25, Township 38 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois, as recorded December 28, 1893, as Document No. 1974005 in Book 58 of Plats, Page 45.

Parcel 3:
All of Lots 1, 2, 3, 4, 5 and the North 15 feet of Lot 6, in Block 5 in Young and Ryan's Second Addition to Harvey, a subdivision of the South 35 acres in the East ½ of the West ½ of the Northeast ½ of Section 8, Township 36 North, Range 14 East of the Third Principal Meridiam, in Cook County, Illinois.

Parcel 4:

Parcel 4:
The Northeasterly 25.0 feet of Lot 1 (as measured perpendicularly to the Northeasterly line thereof) and all of Lots 2, 3, 4, and 5, in Block 21, in Dixmoor Subdivision of the Northeast ½ of the Northeast ½ of Section 36, Township 36 North, Range 13, East of the Third Principal Meridian, and part of the North ½ of the North ½ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County

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

TOGETHER with all improvements, tenements, tenements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so lor; and during all such times as First Party, its thereon used to supply heat, gas, air conditioning, equipment or articles now or hereafter therein or dow shades, storm doors and windows, floor coverings, in-a-door beds, awnings, teregoing), screens, window, and it is agreed that all similar apparatus, equipment or articles now and whether physically attached thereto or 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, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the 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 evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; ') omply with all requirements of law or municipal ordinances with respect to the premises and the 'se 'breof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sever service charges, and other charges against the premises when due, and u on written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full vuder protest in the manner provided by statute, any tax or assessment which First Party may desire of contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured air's loss or damage by fire, lightning or windstorm under policies providing for payment by the insure of companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay 'a full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under any ordinance of the note, and in case of insurance about to expire, to deliver renewal policies, to holders of the note, such repairs of the note, such rights to be evidenced by the stand
- 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 concact of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tat him or title or claim thereof.
- 3. At the option of the holders of the note and without lotile to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, lot instanding anything in the note or in this trust deed to the contrary, become due and payable (a) imme in ely in the case of default in making payment of any instalment of principal or interest on the note or (b) in the event of the failure of First Party or its successors or assigns to do any of the things ap cifically 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 cceler tion or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof, an any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the teree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and appraiser of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and appraise vieners, stenographers' charges, publication costs and costs (which may be estimated as to items the 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 Tautee or holders of the note may deem to be reasonably-necessary either to-prosecute such suit-or-to-vidence to bidders at any sale which may be had pursuant to such decree the true condition of the title of the order of the premises. All expenditures and expenses of the nature in this paragraph mentioned nall 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 foreclosive 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 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
- 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

413 331

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 redemption, whether there be redemption or not, as well as during any further time 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, possession, control, management and operation of the premises during the whole of 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 for foreclosing this trust deed, or 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 time and access thereto shall be permitted for that purpose.
- 8. Tustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Truste be obligated to 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 neglic ence or misconduct or that of the agents or employees of Trustee, and it may require indemnities at if story to it before exercising any power herein given.
- 9. Truces of the clease this trust deed and the lien thereof by proper instrument upon presentation of satisfactor; by dence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute an deliver a release hereof to and at the request of any person who shall, either before or after matury y ereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured her 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 arvance 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 note and which purports to be executed a certificate on any instrument identifying same as the inde described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substanc with the description herein contained of the note and which purports to be executed on behalf of First Part.
- 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 of the county in which the premises are situated shall be Successor in Trust. Any Successor in 'A'st hereunder shall have the identical title, powers and authority as are herein given Trustee, and an Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

THIS TRUST DEED is executed by the undersigned Trust.e. no. personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties heret, nything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but thi instrument is executed and delivered by Ford City Bank, as Trustee, solely in the exercise of the powers of more upon it as such Trustee, and no personal liability or personal responsibility is assumed by nor shall t any time be asserted or enforced against, Ford City Bank, its agents, or employees, on account hereo, or or account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the pray of the second part or holder or holders of said principal or interest notes hereof, and by all persons claims by or through or under said party of the second part or the holder or holders, owner or owners of such that Early and the person has a creed that Early Anything herein contained to the contrary notwithstanding it is understood and account that Early

Anything herein contained to the contrary notwithstanding, it is understood and as reed that Ford City Bank, individually, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any action or nonaction take. It violation of any of the covenants herein contained, it being understood that the payment of the money secured band the performance of the covenants herein contained shall be enforced only out of the property nerely mortgaged and the rents, issues, and profits thereof.

ATTEST

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STATE OF ILLINOIS

COUNTY OF COOK

Jody Kovacevich I, Jody Kovacevich
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY
CERTIFY that Dallas H. Himm;

of Ford City Bank, and Glen A

of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice Pres, Trust Officer and

<u>Commercial Ioan Officer</u>, 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Trust Office

of the corporate seal of said Bank, did affix the corporate seal of said Bank to said inst up at as his own free and voluntary act and as the free and voluntary act of aid Pank, as Trustee as aforesaid, for the uses and purposes therein set forth.

CAVEN under my hand and notarial seal, this

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Trustee.

For the protection of both the borrowei and lender, the note secured by that In-Deed should be identified by the Tries IMPORTANT named herein before he

The Installment Note mentioned in the within Trust Deed has been identified here with under Identification No.

FORD CITY BANK Trustee

END OF RECORDED DOCUMENT