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This Indenture, Made

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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 26, 1972

and known as trust number 177

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 Ninety thousand and no/100 ----

m.de __vable to BEARER and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said

Trust Liver nent and hereinafter specifically described, the said principal sum in

instalments . a lol' ws: INTEREST ONLY ----

on the first day of 19 73 , and INTEREST ONLY

on the first day of each month thereafter, to and including the

first day of 'Dec m'er 1974 with a final payment of the balance due on the 26th

day of January 1975, with ir erect on the principal bal-

ance from time to time unpaid at the rate of 8 3/4 per cent per annum payable

; each of said instantion of principal bearing interest after maturity at the rate of monthly seven per cent per annum, and all of sa d r ir ipal and interest being made payable at such banking

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

FORL CITY BANK appointment, then at the office of in said City,

NOW, THEREFORE, First Party to secure the print of the said principal sum of money and said interest in accordance with the terms, provisions and imi ations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the rece, t. w. reof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the f. stee, its successors and assigns, the following described Real Estate situate, lying and being in the Cook COUNTY OF AND STATE OF ILLINOIS, to-w +

> The West 1 of Lot 39 in Frederick H. Bartlett's Oak Park A .. we farms, a subdivision of the South West one quarter (except Suth 107 feet thereof) of South east one quarter of Section 30, Ir was in 38 North, Range 13, East of the Third Principal Meridian, in Colombia. County, Illinois.



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

which, with the property herematter described, is reterred to nerem as the "premises."

TOGETHER with all improvements, tenements, easements, fatures, 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, 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 su ordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien c. c. ge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the d'scharge 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; (5) cor ply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; '(3) 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 asses or b. 8 water charges, sever service charges, and other charges against the premises when due, and upon writt-1 equest, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under prosts in the manner provided by statute, any tax or assessment which First Party may desire to contest, (8' keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full one indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurancr 'oolicies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attach
 - 2. The Trustee or the holders of the note hereby secured mating 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 till or claim thereof.
 - 3. At the option of the holders of the note and without notice to I is a Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwit and in repthing in the note or in this trust deed to the contrary, become due and payable (a) immediately 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 specifically and the paragraph one hereof and such default shall continue for three days, said option to be exercined an any time after the expiration of said three day period.
 - 4. When the indebtedness hereby secured shall become due whether by acceleration 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 hold re of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert vider 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, uarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee 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 this 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 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

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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 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, r. wided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

- 7. Trust 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 (12. n.) duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be ob', at 1 to record this trust deed or to exercise any power herein given unless expressly obligated by the terms 1 cress, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence of ruse indemnities of Trustee, and it may require indemnities satisfactory to i' be' ire exercising any power herein given.
- 9. Trustee shall release. his 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 lease hereof to and at the request of any person who shall, either before or after maturity thereof, 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 successor trustee may accept as the genuine note herein described any note which bear a cartificate of identification purporting to be executed by a prior trustee hereunder or which conforts in substance with the description herein contained of the note and which purports to be executed on Lehmi of First Party; and where the release is requested of the original trustee and it has never execut described herein, it may accept as the genuite to the 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.
- 10. Trustee may resign by instrument in writing file, in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or file. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of he county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereund or shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or uncertor shall be entitled to reasonable compensation for all acts performed hereunder.

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as afore-said; and it is expressly understood and agreed by the parties hereto, anything here's to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements here's not are made and intended, not as personal covenants, undertakings and agreements of the Trustee, name, and referred to in said Agreement, for the purpose of binding it personally, but this instrument is execute, and considered by Ford City Bank, as Trustee, solely in the exercise of the powers conferred upon as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time let asserted or enforced against, Ford City Bank, its agents, or employees, on account hereof, or on account of any ovenant, 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 party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through a under said party of the second part or the holder or holders, owner or owners of such principal notes a d by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that Ford

Anything herein contained to the contrary notwithstanding, it is understood and agreed 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 taken in violation of any 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	, Ford City B	ank, not	personally l	but as Tru	stee as a	foresaid\ ha	s caused
these	presents to be	signed by	its		, and its	corporate	seal to be	hereunto af	fixed and
attesto	ed by its					the day	and vear	first above	written.
8.1					FORD CIT			\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	\
							title and no	ot personally	λ

ATTEST

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STATE OF ILLINOIS) ss.	· 20							
COUNTY OF COOK								
	Dolores Hudzinski S/							
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CERTIFY, that	of Ford City Bank, and							
Ed 1	Maci							
of said Bank, w	of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such							
own free and v	mowledged that they signed and del voluntary act and as the free and vol	luntary act of said Bank, as Trustee						
	as aforesaid, for the uses and purposes therein set forth; and the said							
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BOX 533 Box RUST DEED FORD CITY BANK as Trustee	Trustee Property Address:	Ford City Bank 7001 gouth cicero Avenue; CHICAGO, ILLINOIS 80852 885-1200 TRUST DIVISION						

END OF RECORDED DOCUMENT