This Indenture, 22 320 026 Made

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

September 20, 1972

and known as trust number

255

herein referred to as "First Party," and

FORD CITY BANK

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

errently herewith executed principal notes bearing even One hundred eighty thousand and no/100 THAT, WHEREAS First Party has concurrently herewith executed date herewith in the "OTAL PRINCIPAL SUM OF

made payable to BEALLP. 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 Agreement and hereinafter specifically described, the said principal sum in

instalments as follows: INTEREST OF LY -----

on the

1973 , and INTEREST ONLY -----

day of each month on the

thereafter, to and including the

19 /3 September with a final payment of the balance due on the 4th

19 74, with interest day of October

on the principal bal-

ance from time to time unpaid at the rate of

per cent per annum payable

; each of said instalments of princ ps' bearing interest after maturity at the rate of monthly ; each of said instalments of princ pa' learing interest after maturity at the rate of seven per cent per annum, and all of said principal ar . Interest being made payable at such banking

house or trust company in Chicago Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such FORD CITY BANK appointment, then at the office of

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 receipt whereof is bereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee it successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to-wit:

The East ½ of the West ½ of Lot 25 (except the North 17 feet ther fore and except the South 33 feet therefore) in Brayton Farms Number 3, subdivision of the North west ½ of Section 26, Township 37 North, North East of the Third Principal Meridian, in Cook County, Illinois.

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

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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 made 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

BOX 5

### <del>IOFFICIAL C</del>(

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; (5, comply with all requirements of law or municipal ordinances with respect to the premises and the use the reof; (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 successments, water charges, sewer service charges, and other charges against the premises when due, and up., written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may desir. To contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured real; st loss or damage by fire, lightning or windstorm under policies providing for payment by the n. The companies of moneys sufficient either to pay the cost of replacing or repairing the same or to p.y. n. full the indebtedness secured hereby, all in companies satisfactory to the holders of the holders of the index of expiration; then Trustee or the holders of the note, make fully any and purchase, discharge, "m., comise or settle any tax lien or other prior lien or title or claim ther
- 2. The Trustee or the holders of the note her oy 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 in o the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeitur, tax lien or title or claim thereof.
- 3. At the option of the holders of the note and with ut notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed had notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (1) mmediately 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 thin's specifically 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 ecceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien the core of the note or Trustee shall have the right to foreclose the lien to foreclose the lien thereof, there shall be allowed and included as additional indebtedness to 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 documentar and expent evidence, stenographers' charges, publication costs and costs (which may be estimated as to be expended after entry of the decree) of procuring all such abstracts of title, title scarches are expensations, 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 swith the condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph method of 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 hilder of the interior of them shall be a party, either as plaintiff, claimant or defendant, by reason of this ture, deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the convenient hereof after accrual of such right to foreclose—whether or not actually commenced or (c) reparations for the defense of any threatened suit or proceeding which might affect the premises of the security hereof, whether or not actually commenced or the security hereof, whether or not actually commenced or the security hereof, whether or not actually commenced 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 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 tr. 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 a clency.

- 7. Trucks 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. Trust i h s no duty to examine the title location, existence, or condition of the premises, nor shall Trustee be that and to record this trust deed or to exercise any power herein given unless expressly obligated by the term, hereof, nor be liable for any acts or omissions hereander, except in case of its own gross negligence or a is conduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to before exercising any power herein given.
- 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 delive a release hereof to and at the request of any person who shall, either before or after maturity thereof, 're nee 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, such successor trustee may accept as the genuine note herein described any note which lears 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. In "half of First Party, and where the release is requested of the original trustee and it has never excut d a certificate on any instrument identifying same as the note described herein, it may accept as the "e-ine note herein described any note which may be presented and which conforms in substance with he less ription herein contained of the note and which purports to be executed on behalf of First Party.
- 10. Trustee may resign by instrument in writing and in the office of the Recorder or Registrar of Titles in which this instrument shall have been record d or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Dead of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust regressed shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or uccessor shall be entitled to reasonable componsation for all acts performed hereunder.

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreement by a possible and intended, not as personal covenants, undertakings and agreement. To the midd and referred to in said Agreement, for the purpose of binding it personally, but this instrumen is executed and delivered by Ford City Bank, as Trustee, solely in the exercise of the powers conferred for it as such Trustee, and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforced against, FordiCity 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 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 it rough or under said party of the second part or the holder or holders, owner or owners of such principal note and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary potwithstanding it is understood and agreed that To

Anything herein contained to the contrary notwithstanding, it is understood and agreed that 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 Bank, not personally but as Trustee as aforesaid, has caused
these presents to be signed by its, and its corporate seal to be hereunto affixed and
attested by its, the day and year first above written.
FORD CITY BANK

ustee as aforesaid and not

## OFFICIAL CO

COOK COUNTY, ILLINOIS FILED FOR RECORD

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STATE OF ILLINOIS

COUNTY OF COOK

Stella Kruder a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that\_ John C. Wheeler of Ford City Bank, and of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such\_ President Asst. Cashier , 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 es aforesaid, for the uses and purposes therein set forth; and the said. Ed Maci Ed Maci . then and there acknowledged that \_\_\_\_ , as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrume it is own free and voluntary act and as the free and voluntary act of said. Fark, as Trustee as aforesaid, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal, this day of ..

within Trust Deed has been identified here-

with under Identification

The Installment Note mentioned in the

and lender, the note secured by this Trust Deed should be identified by the Tru tee For the protection of both the borrower IMPORTANT named herein before the Trus filed for r

Property Address:

Trustee

Box

FORD CITY BANK

Clert's Office

**FRUST DIVISION** 

OF RECORDED DOCUMENT