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24 670 641 This Indenture, Made September 6,

19 78 , between

FORD CITY BANK AND TRUST CO., 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

herein refer ed to as "First Party," and Ford City Bank & Trust Co.

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

principal notes bearing even

THAT, W'LEREAS First Party has concurrently herewith executed date herewith in the TOTAL PRINCIPAL SUM OF

\*\*One Hundred Thirty Nine Thousand Six Hundred Eighty & 00/100------Dollars.

and delivered, in and by

which said Note the First Pe ty promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinaf er specifically described, the said principal sum in twelve

instalments as follows:

INTERFOT ONLY

DOLLARS,

November

1978 , and INTEREST ONLY

succe ding month on the day of each

thereafter, to and including the

19 75 yan's a final payment of the balance due on the first

per cent per annum payable monthly

day of October 19 79 with interest

ance from time to time unpaid at the rate of

on the principal bal-

; each of said instalments of principal blanng 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 Chicago,

Illinois, as the holders of the note may, from time to time, in vriting appoint, and in absence of such

appointment, then at the office of Ford City Bank & Trust Co.

NOW, THEREFORE, First Party to secure the payment of the st d principal sum of money and said interest in accordance with the terms, provisions and limitations of the strust 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, its successors and assigns, the following described Real Estate situate, lying and being in the

AND STATE OF ILLINOIS, to-wit:

Lot 1 in Oaktree Subdivision of part of the East  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of Section 13, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

THIS INSTRUMENT WAS PREPARED BY EDWARD C. SWEIGARD 7601 S. Cicero Chicago, IL

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

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

TOGETHER with all improvements, tenements, casements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long 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, windows 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

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 J' 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 of a signs 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 a main without waste, and free from mechanic's or other liens or claims for lien not expressly subor instead to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge of the genemics 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 and 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 thereof; (6) re can 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, ware charges, sower service charges, and other charges against the premises when due, and upon written request, for 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 desire to contest; (9) lee of buildings and improvements now or hereafter situated on said premises insured against loss or dam ge by fire, lightning or windstorm under policies providing for payment by the insurance companies of roles of the cost of replacing or repairing the same or to pay in full the indefendence of the general taxes of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such numbers of the note, and in case of insurance about to relate the pay the such as a stiffactory to the holders of the holders of the note, such nu
- 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, "atenuent or estimate procured from the appropriate public office without inquiry into the accuracy or such '..., statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title o' clain 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 nathing in the note or in this trust deed to the contrary, become due and payable (a) immediately in he case of default in making payment of any instalment of principal or interest on the note, or (b) in the east of the failure of First Party or its successors or assigns to do any of the things specifically set fort' 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 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 ill expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of in 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 expender 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 too 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; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not ac
- 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 redemptior, whether there be redemption or not, as well as during any further time when First Party, its succeous 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, possision, control, management and operation of the premises during the whole of said period. The Court for 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, spral 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 there shall be permitted for that purpose.
- 8. Trustee has no detresses to examine the title, location, existence, or condition of the premises, nor shall Trustee 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 negligence or misconlucion, that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- 9. Trustee shall release this trust died 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 before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which expession 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 is remiscate of identification purporting to be executed by a prior trustee hereunder or which conforms in instance 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 executed a ceruin to on any instrument identifying same as the note described herein, it may accept as the genuine note 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 fined in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded of find. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the cranty in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder and have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
  - II. Mortgagors hereby waive any and all right of relemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person, except decree or judgement creditors of the mortgagors acquiring any interest in or title to the premises subsequent to the date of this frust Deed.

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 notwiths and ne, that each and all expressly understood and agreed by the parties hereto, anything herein to the contrary notwiths and anything, that each and all of the covenants, undertakings and agreements herein made are made and intended, not at jersonal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purps of binding it personally, but this instrument is executed and delivered by FORD CITY BANK AND TRUST CO., at Tustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, FORD CITY BANK A ID TRUST CO., its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement here it 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 holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such personal liability or persons or owners of such persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such persons persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such persons persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such persons persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such persons persons claiming the persons claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that FORD CITY BANK

Anything herein contained to the contrary notwithstanding, it is understood and agreed that FORD CITY BANK. AND TRUST CO., 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 AND TRUST CO., not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President and Trust Officer, and its corporate seal to be hereunto affixed and attested by its ASSISTANT Vice-President and Trust Officer, the day and year first above written.

FORD CITY BANK AND TRUST CO.

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of said Bank			B. Kruder the State afores	aid, DO HEREBY
and delivere voluntary ac forth; and the first said Bank and voluntar colored day or	Edward C.  k, who are persona to the foregoing ins the proper of the said instrume to the said Bank, as the said Assistant Vic.  as custodian of the to said instrumen ry act of said Bank  under my hand an October	Sweigard  Ily known to me is strument as such & ne this day in perent as their own fr Trustee as aforesa ce President & Tru he corporate seal of t as his ov, as Trustee as afore d notarial seal, this	AND TRUST CO. and to be the same person and acknowledge and voluntary action, for the uses and st Officer, then and of said Bank, did affing the and voluntary actions and the said Bank, and the said Bank, and the uses and the use and th	ons whose names are lent & Trust Officer, ged that they signed t and as the free and purposes therein set there acknowledged ix the corporate seal y act and as the free and purposes therein
within Trust Deed has been identified herewith under Identification No	IMPORTANT	For the protection of both the borrower and lender, the note secured by th's Trus.  Deed should be identified by the Trustoned herein before he is a secured to the trustoned therein before he is secured.	#2 ** 2	1870641
TRUST DEED FORD CITY BANK AND TRUST CO.  as Trustee	To	Property Address:	ANK CO.	CHICAGO, ILLINOIS GOGS2 284-3800  TRUST DIVISION  11-77 TR-110 REGREDE REGREDE REGRED (NC.)

END RECORDED DOCUMENT