## **UNOFFICIAL COPY**

AN A BOURS CONTROL PARK, THE CONTROL OF STREET AND A STREET AND STREET AND STREET AND STREET AND STREET AND ST 24 731 018 This Indenture, 1978 between October 12, Made 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 October 12, 1978 and known as trust number herein referred to as "First Party," and Ford City Bank & Trust Co. 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 Thirty Two Thousand & 00/100----DOLLARS. and delivered, in and by vich 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 eighteen (18) instalner as follows: DOLLARS, INTEREST ONLY day of November INTEREST ONLY filst 19 78, and DOLLARS on the succeeding month day of each thereafter, to and including the 1980 with a final payment of the balance due on the first April May 10 Fo, with interest on the principal balper cent per annum payable monthly ance from time to time Lifting at the rate of 9 3/4 ; each of said instalments of principal 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 Chica jo Illinois, as the holders of the note way, from time to time, in writing appoint, and in absence of such appointment, then at the office of Ford City Bank & Trust Co. NOW, THEREFORE, First Party to sec are the payment of the said principal sum of money and said interest in accordance with the terms, proving an all limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and conventor that the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the Cook AND STATE OF ILLINGS to-wit:

Lot 46 in Block 4 in T. S. Dobbins Subdivision of the South 3/4 of the East ½ of the West ½ of the South West ¼ of Section 28, Township 39 North, Range 14, East of the Third principal Meridian, in Cook County, Illinois.\*\*



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

COOK COUNTY. ILLINOIS

Nov 21 1 24 PM '78

RECORDER OF DEED \*24731013

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 be-longing, 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 piedged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles how 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 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 thereof; (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 axis, special assessments, water charges, sewer service charges, and other charges against the premises w. n due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor (b) pay in full under protest in the manner provided by statute, any tax or assessment which First Party, any desire to contest; (9) keep all buildings and improvements now or hereafter situated on said prem ses insured against loss or damage by fire, lightning or windstorm under policies providing for paymen! by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies astisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the helders of the note, such rights to be evidenced by the standard mortgage clause to be attached

- 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 i. or or to the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, or eiture, tax lien or title or claim thereof.
- 3. At the option of the holders of the note raid without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust feed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and havable (a) immediately in the case of default in making payment of any instalment of principal or interest raid enote, or (b) 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 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 lereof, there shall be allowed and included as additional inueb does 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, outlay for do ume 'arry 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 sear his and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to the astructure 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 para, he neutioned 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 of hiders of the note in connection with (a) any proceeding, including probate and bankruptcy proceeding, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this toust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for any foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (b) preparations for the defense of any threatened suit or proceeding which might affect the premise 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
- 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 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 reasons ble 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 simil "ustee 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 misconduct or that of the agents or employees of Trustee, and it may require indemnities ratisfactory to it before exercising any power herein given.

9. Trustes shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactive vidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may where any which are release hereof to and at the request of any person who shall, either before or after naturity thereof, produce 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 right 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 of which conforms in substance 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 the conforms in substance with the described herein, it may a cet as the genuine note herein described any note which may be presented and which conforms in all stance with the description herein contained of the note and which purports to be executed on behalf of a rist 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, inability or refusal to act of Trustee, the then Perorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee are any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

11. Mortgagors hereby waive are and all right of redemption from sale under any order or decree of for closure of this Trust Deed, on its own behalf and on behalf of each and every person, except decree or judgement creditors of the mortgagors a quiring any interest in or title to the premises subsequent to the date of this Trust Deed.

THIS TRUST DEED is executed by the undersigned Trustee, rat per onally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything here a to the ontrary notwithstanding, that each and all expressly understood and agreed by the parties hereto, anything here n to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are nucle and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in Lai. A reement, for the purpose of binding it personally, but this instrument is executed and delivered by FORD CITY BANK. A D TRUST CO., as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal Lability or personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced agains. APP CITY BANK AND TRUST CO., 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 or person, being hereby expressly waived and released by the party of the second part or holders of said principal or it terest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders. Own to owners of such principal notes and by every person now or hereafter claiming any right or security hereund to the contrary notwithstanding, it is understood and agreed to the CONTY RANK.

Anything herein contained to the contrary notwithstanding, it is understood and agreed under the CITY BANK Anything herein contained to the contrary notwithstanding, it is understood and agreed it. "I' CITY BANK AND TRUST CO., individually, shall have no obligation to see to the performance or non-performance of the covenants herein contained and shall not be personally liable for any action or nonaction taken in vic. ati a 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 ren's is mess, 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.

As Trustee as aforesaid and not personally

## **UNOFFICIAL COPY**

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	STATE OF ILLIN	OIS) ss.			
5	COUNTY OF COOK	} ss.			
		a Notary Public, i	STELLA B. KRUDER in and for said County, in	n the State aforesaid,	DO HEREBY
		CERTIFY, that	JUNE R. RITCHIE	in the oute morestia,	:
<u> </u>			of FORD CITY BANK	C AND TRUST CO. and	
			EDWARD C. SWEIGARD		
	& V.P. &T	subscribed to the for gespectively, appear and delivered the savoluntary act of sai forth; and the said A that he, as cus	are personally known to moregoing instrument as such the defore me this day in p paid instrument as their own d Bank, as Trustee as afore Assistant Vice President & T todian of the corporate sea	a Assistant Vice President a erson and acknowledged the free and voluntary act and esaid, for the uses and purp frust Officer, then and there all of said Bank, did affix the	k Trust Officer, nat they signed as the free and oses therein set acknowledged corporate seal
	0	of said Bank to said and voluntary act of set forth.	l instrument as <u>his</u> f said Bank, as Trustee as a	own free and voluntary act foresaid, for the uses and p	and as the free urposes therein
	9	GIVEN under r	my hand and notarial seal, t	his <u>15th</u> A.D. 19 <u>78</u>	
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Bon		ED CITY BA  ID TRUST C  as Trustee  To	Trustee Property Address:	D CITY BA D TRUST C SOUTH CICERO AV ICAGO, ILLINOIS SO 284-3600	TRUST LATE 101 FROM CAUMALDER & DOI
Bon.		ORD CITY BA AND TRUST C as Trustee To	Trustee Property Address:	ORD CITY BA AND TRUST C 601 SOUTH CICERO AV CHICAGO, ILLINDIC 80, 284-3600	TRUST LF. B 10N
Bon.		FORD CITY BAN AND TRUST CO as Trustee To	Trustee Property Address:	FORD CITY BANI AND TRUST CO. 7601 SOUTH CICERO AVEN'U CHICAGO, ILLINOJE SO. 72.	TRUST LF. D. ION. 11-77 TR-110 1E09E0E FROM CLOWALLANDER & DORSO
Bn.	Box	FORD CITY BA AND TRUST C as Trustee To	Trustee Property Address:	FORD CITY BA AND TRUST C 7601 SOUTH CICERO AV CHICAGO, ILLINIOS SQ 284-3600	TRUST D.7. £ 101 HENDER FROM CLOWALL-DER & DOI
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