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This Indenture,

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

February 25, 1975

and known as trust number 1020

herein referred to as "First Party," and FORD CITY BANK AND TRUST CO.

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

principal notes bearing even

THAT, WHEREAS First Party has concurrently herewith executed date herewith in the TOTAL PRINCIPAL SUM OF

Three Hundred Eighty Five Thousand and 00/100

mede payable to BEARER which said Note the First Party promises to pay out of that portion of the trust estate subject to said

Trust Agr ement and hereinafter specifically described, the said principal sum in

instalments at follows:

on the day of January 19 79 , and Interest Only

DOLLARS

day of each on the Month thereafter, to and including the

day of August

19 79 with a final payment of the balance due on the 1st

day of September 19 /9 with interest

on the principal bal-

ance from time to time unpair at the rate of 1-1/2% floating per cent per annum payable over Ford City Bank Prime Rate.

monthly ; each of said incomments of principal bearing interest after maturity at the rate of saven 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 writing appoint, and in absence of such

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

NOW, THEREFORE, First Party to seluce he 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, 'he receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convoy anto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the

COUNTY OF

AND STATE OF ILLI JOIS, to-wit:

Lot 21 in S. T. Cooper's Addition to Willow springs, a subdivision in the Northeast quarter of Section 5, Township 37 lock, Range 12, East of the Third Principal Meridian, in Cook County, Illino s.

COOK COUNTY, ILLINOIS DEC 8 178 9 00 AM

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

Chicago, IL

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

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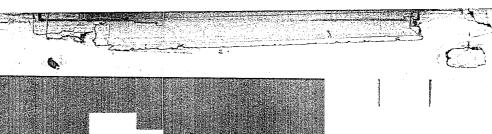
TOGETHER with all improvements, tenements, casements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles 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 remises; (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 sassessments, water charges, sower service charges, and other charges against the premises with the case of the contest; (9) keep all buildings and improvements now or hereafter situated on said premise in sured 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 the indebtedness secured hereby, all in companies satisfactory to the hereful of the note or of the note, such rights to be evidenced by the standard mortgage clause to be attached to each process; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies, to holders of the note may, but need not, make
- 2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may to so according to any bill, statement or estimate procured from the appropriate public office without to us various vario
- 3. At the option of the holders of the not and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything 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 or 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 set forth in paragraph one hereof and such default shall continue for three days and option to be exercised at any time after the expiration of said three day period.
- 4. When the indebtedness hereby secured shall become are whither by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the ien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional in ebt.dness 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, outlays for commentary and expert evidence, stenographers' charges, publication costs and costs (which may be estivated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searc's 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 prosecues colonical and the total to evidence to bidders at any sale which may be had pursuant to such decree the true condition; the title to or the value of the premises. All expenditures and expenses of the nature in this para raph mentioned shall become so much additional indebtedness secured hereby and immediately due and pyable, 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 the strust 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 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



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.

- Trustee 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 has no duty to examine the title, location, existence, or condition of the premises, nor star. 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 grass negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- 9. Trucks shall release this trust deed and the lien thereof by proper instrument upon presentation of satis active evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may need and deliver a 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 secure has been paid, which representation Trustee may accept as true without inquiry. Where a release is eque ted 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 hereunde of which conforms in substance with the description herein contained of the note and which purport to be executed on behalf of First Party; and where the release is requested of the original trustee and to has never executed a certificate 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 that ance with the description herein contained of the note and which purports to be executed on behalf of First Party.
- 10. Trustee may resign by i strutent 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 Re or ler 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, 2 id any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder

11. Mortgagros hereby waive any and 11' right of redemption 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 lecree or judgement creditors of the mortgagors acquiring any interest in or titl or the premises subsequent to the date of this Trust Deed.

THIS TRUST DEED is executed by the undersigned Truste, not presonally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein or the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are more in dintended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in and or greenent, for the purpose of binding it personally, but this instrument is executed and delivered by FORD CITY BANK AND TRUST CO., as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal lability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, I ORD 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, if any being hereby expressly waived and released by the party of the second part or holders of said principal or nere: notes hereof, and by all persons claiming by or through or under said party of the second part or holder or holder or holder or holder or owners of such principal notes and by every person now or hereafter claiming any right or security hereunde.

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 Anything nerein contained to the contrary notwinstanding, it is understood and agreed it at ORD CITY BANK.

AND TRUST CO., individually, shall have no obligation to see to the performance or non-perfor an e of any of the covenants herein contained and shall not be personally liable for any action or nonaction taken in vicition of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the payment of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the remains, issues, and

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,

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STATE OF ILLI							
COUNTY OF COOK	ss.						
	I,						
	a Notary Public, in and for said County, in the State aforesaid, DO HE CERTIFY, that JUNE R. RITCHIE, Assist. Vice Pres. & Trust Office						
	OBMITT, mat_				RUST CO. and	-,	
		EDWARD C. SWEIGARD, Vice Pres. & Trust Officer					
000	subscribed to the respectively, apper and delivered the voluntary act of soforth; and the said that he he, as coof said Bank to sa	foregoing instanced before meaning the said instrume and Bank, as a said Bank, as followed by the said Bank of the instrument	trument as sure this day in the as their over the conference as after the corporate series.	person and person and person and person and presented from the person and per	the same persons whose names arms whice President & Trust Officer id acknowledged that they signed tooluntary act and as the free and the tree and purposes therein seicer, then and there acknowledged Bank, did affix the corporate sea and voluntary act and as the free, for the uses and purposes therein	r, d d t d d	
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The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No		> 1	For the pro than footh the borrower and lander, the note secured by this Trust Peud should be the Trustee	Test Section 1			
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END OF RECORDED DOCUMENTS