# UNOFFICIAL COPY

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Chis Indenture, Made	April 10, 1980	19	, between
CORD CITY BANK AND TRUST CO., an acovasions of a Deed or Deeds in trust duly p	Illingia Banking Compration, no	nemonally but as Toro	toe under the
åled February 11; 1980			ist Agreement
erein referred to as "First Party," and	FORD CLTY BANK AND TR	[문항생 경기 주문 시간 10]	현재 (1963년) 18. 19. 일당 - 19. 일하였다.
n Illinois corporation herein referred to a			
THAT, WHEREAS First Party has	concurrently herewith execute	d principal notes	bearing even
BIGHTY-TWO THOUSAND FIVE H			
nade payab! 1 '/EARER		and deliver	DoLLARS. ed, in and by
which said Note ! . First Party promise	化压缩 医乳腺管 医棘毛 化双角铁色 医自制性 医乳球 经货产工 化二烷基	of the trust estate su	bject to said
Frust Agreement ind hereinafter specific nstalments as follow: INTEREST ONLY	的复数化 化电流通过控制 化二氯甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基	기계 : 하장 및 경제 기업 ( ) - ( ) - ( )	
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nathe 20th day of er h month	19 80 , and INTERE		
1977年 - 1977年 - 1977年 - 1978年	81 with a final payment of	thereafter, to and	
ay of May 1981, with integer.			principal bal-
nce from time to time unpaid at the rat	12 floating over e// Fird City Bank per ce		
Z floating over Ford : each of	sa. In wents of principal beari	ne interect after maturit	, at the
LLY Bank Drime rate % per annun	i, and tile i said principal and inter	rest being made payable :	it such banking
ouse or trust company in Chicago llinois, as the holders of the note may,	from time ), time, in writing	g appoint, and in abs	ence of such
	LTY BANK AND T JUST CO.		in said City.
All such payments on account of the ind accruing on a daily basis on the unpaid princip	entedness evidenced by this Note a	hall first be applied to in orincipal.	terest, which is
NOW, THEREFORE, First Party to see cordance with the terms; provisions and limitati hand paid, the receipt whereof is hereby acknow the Trustee, its successors and assigns, the following the COUNTY OF Cook	ons of this trust deed, and also in colleged, does by these presents area	of the sum of the sum of the sum of the nise, release, alien a c, I in a and being in the	f One Dollar in
Lots 26 thru 29 inclusive	in Brementowne South, bei	ng a Subd <sup>*</sup> /*:ion o	
part of the Worth West 1/4 36 North, Range 12 East of 111 nois	the Third Principal Meri	Section 25 Www.sh dian, in Cook Jorg	ie Ey
			1 3
		120	3
COOK COUNTY, ILLINDIS FILED FOR AECORD	Sidney R. Olsen		
	RECORDER OF DEEDS	THIS INSTRUMENT WAS	
980 APR 21 PA 1: 16	25430102	7601 S. C	icerp
Mis Trust Deed is re-acknowledge	d and re-recorded to corr	ect the legal des	Fiption
inich, with the property hereinafter des	ribed, is referred to herein as	i the "premises."	
TOGETHER with all improvement one plot and a visit and profits and second or	Livered Spr av Jone and Rushing	res, and appurenance all such times as F	s thereto be- rat Party its
		marly and on a par licies now or hereaft	
	5.7.2.2.2.4.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1	THE PROPERTY OF THE	nether singles

### <u>UNOFFICATION</u>

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever purposes, and upon the mass and trust herein set forth:

### IT IS EVETUER UNDERSTOOD AND AGREED THAT:

17 IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtodness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to 10 promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be seem a damaged or be destroyed; (2) keep and premises in not expressly subordinated to the lien hereof, or 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 as lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory as lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory as reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of a wor municipal ordinances with respect to the premises of the use thereof; (8) refrain from insking material alterations in said premises except as required taxes, apacial assessments, white charges sever surpensive prematy attaches all general taxes, and pay special taxes, apacial assessments, white charges sever surpensive thereof; (8) promy writter frequest, to furnish to Trustee for holders of the note duplicate receipts therefarty may due to contest; (9) keep all buildings and importanted any tax or assessment which First premises insure against loss or damage by fire lightning or ments now or hereafter situated on said premises insure against loss or damage by fire lightning or ments now or hereafter situated on said premises insure against loss or damage by fire lightning or ments now or hereafter situated on said premises insure against loss or damage by fire lightning or ments now or hereafter situated on said premises insure against loss or damage by fire lightning or ments on or the repetition of the same of the note of the holder of the hol

2. The Trustee or the holders of the no'c 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 inquiry in o the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, corbiture, tax lien or title or claim thereof.

3. At the option of the holders of the note and various the or title or claim thereof.

assigns, all unpaid indebtedness secured by this trust do ds hall, notwithstanding anything in the note or in this trust deed to the contrary, become due and parable (a) immediately in the case of default in making payment of any instalment of principal or interaction, but the case of default in of First Farty or its successors or assigns to do any of the tings specifically set forth in paragraph one hereof and such default shall continue for three days, six ption to be exercised at any time after

4. When the indebtedness hereby secured shall become due what er by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the introduced. In any suit to foreclose the lien hereof, there shall be allowed and included as additional ind of 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 altorners fees, Trustee's fees, appraiser's fees, outlays for occurrency and expert evidence, after entry of the decree), of procuring all such abstracts of title, title scar ics and expert evidence, after entry of the decree), of procuring all such abstracts of title, title scar ics and expert evidence after entry of the decree), of procuring all such abstracts of title, title scar ics and expert evidence after entry of the decree), of procuring all such abstracts of title, title scar ics and examinations, gnar-holders of the note may deep to be reasonably necessary either to prosecute e.c. 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 premise, all exponditures and expenses of the nature in this part—at prentioned shall become so much additional indebtedness feetived hereby and immediately due and private existence in the rate of saven per cent per annum, when paid or incurred by Trustee of the either of them all the rate of saven per cent per annum, when paid or incurred by Trustee exist note in connection with a stant proceedings including probate and bankruptey proceedings to which or any indebtedness hereby secured; or (b) preparations for the commencement of any suit is the forecourse hereof after accurate a faich right to foreclose whether or not setually commenced.

ceess of any foreclosure said of the premises shall be distributed and applied in the premises shall be distributed and applied in the present of all costs and expenses incident to the foreclosure policies as are mentioned in the preceding paragraph hereof; second all other as the proof constitute secured indebtedness anditional to that guideness by the second as hereof, provided, third, all principal and interest remaining unpaid on all one all one all the present of the present o

the filing of a bill to foreclose this trust feed, the chart of and premises Such appointment, but the made his company to the second of management at the films of 

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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 not income in his hands in payment in whole or in part of (1). The indebtedness secured hereby, or by any decree for foreclosing this frust deed, on 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 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 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 new igence or misconduct or that of the agents or employees of Trustee, and it may require indemnities this actory to it before exercising any power herein given.
- 9. Trust a chall release this trust deed and the lien thereof by proper instrument upon presentation of satisfact ry evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute at deliver a release hereof to and at the request of any person who snall, either before or after matrix, thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured to 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 bears a certificate of identification purporting to be executed by a prior trustee hereunder or work 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 it has never executed a certificate on any instrument identifying same as the note described herein, it may accept to the genuine note herein described any note which may be prenote described herein, it may accept is the genuine note herein described any note which may be presented and which conforms in substance vith the description herein contained of the note and which pur-
- 10. Trustee may resign by instrument 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 Recorder of which 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, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
- 11. This Trust Deed and the Note secured hereby are not ass. A c and are immediately due and payable in full upon vesting of title in other than the Graniors of the present Trust Deed ( v v or Transfer of the Beneficial Interest of the Land Trust referred to herein to any party other than the owner thereof as of the d te of this instrument. In addition, if the subject property is sold under Articles of Agreement for deed by the present title lotter, all sums due and owing hereunder

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but 1 s Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary no with anding, that each and all of the covenants, undertakings and agreements herein made are made and intended, Lo' & personal covenants & undertakings and agreements of the Trustee, named and referred to in said Agreement, for war as of binding it the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal reconsibility is assumed by, nor shall at any time be asserted or enforced against, FORD CITY BANK AND TRUST CC. its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said print pall out contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and it east 1 the party of the second part or holders of said principal or interest notes hereof, and by all persons claiming by through or under said party of the second part or the holder or holders, owner or owners of such principal notes and by every person now or hereafter claiming any right or security hereunder.

Anything berein 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 aconaction taken in violation of any of the covenants herein contained, it tenns 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, insues, and

IN WITNESS WHEREOF, FORD CITY BANK AND TRUST CO, not personally but as Trustee as aforesaid; has caused these presents to be stoned by its Assusand Vice President and Trust Officer, and its corporate seal to be hereigned affined and attested by its Assistant Mass President and Trust Officer, the day and year first above written.

FORD CITY BANK AND TRUST CO.

COOK COUNTY, ILLINOIS
FILED FOR RECORD
RECORDER OF DEEDS
STATE OF ILLINOIS
STATE OF ILLINOIS
GOVERNMENT OF COOK

The undersigned
Noising Public, in and for said County, in the State aforesaid, DO HEREBY
EFTIFY, that

June R. Ritchte

of FORD CITY BANK AND TRUST CO. and

Stella B. Knuder.

Of Said Lank, who are personally known to me to be the same persons whose name the

of said Lar'. who are personally known to me to be the same persons whose name are subscribed to the coregoing instrument as such assistance. Vice President & Trust Officer, tespectively, an person this day in person and acknowledged that they sixed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of sa'u i ank, as Trustee as aforesaid, for the uses and purposes therein a forth; and the said less in the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said less, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and not rist seal, this 14th

Many J.

Trustee.

Within Trust Deed has been identified

For the protection of both the borrower and lender, the note secured by this Trust Deed should be identified by the Trusteen named herein before the Trust Deed it filled for record.

25056347

The DESTRUCTION OF THE PROPERTY AND TRUIST CO.

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STATE OF	ILLINOIS )
COUNTY OF C	### #################################
	RITA T. BURNS  a Notary Public, in and for said County, in the State a oresaid DO HEREBY
	CERTIFY, that;
	of FORD CITY BANK AND TRUST CO. and Stella B. Kruder
	of said Bank, who are personally known to me to be the same persons who e names are subscribed to the foregoing instrument as such Agains Vice President & Trust O ficer, and the first of the foregoing instrument as such Agains of Vice President & Trust O ficer, and the first of
	subscribed to the Oregoing instrument as such Assessed. Vice President & Trust O ficer, a 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 mu voluntary act of said Bank, as Trustee as aforesaid, for the uses and appropre-there i set forth; and the said Assessed Vice President & Trust Officers then and there acknowledged
	inal bus as custodian of the corporate seal of said Bank, did affix the Esporate seal
The state of the s	Of stid Bank to said instrument as <u>her</u> own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.
	GIVEN under my hand and notatial seal, this
	dav of <u>May</u> A.D. 19 <u>80</u> .
	Kita 9. Burns Notary Public
	25456917