

UNOFFICIAL COPY

25456917

25430102

This Indenture, Made April 10, 1980, 19, 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 dated February 11, 1980 and known as trust number 3140 herein referred to as "First Party," and FORD CITY BANK AND 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

EIGHTY-TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS.

made payable to BEARER 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 ONLY DOLLARS

on the 20th day of May 1980, and INTEREST ONLY DOLLARS on the 20th day of each month thereafter, to and including the

20th day of April 1981 with a final payment of the balance due on the 20th day of May 1981, with interest

1% floating over the principal balance from time to time unpaid at the rate of Ford City Bank per cent per annum payable monthly; 3% floating over Ford prime rate; each of said instalments of principal bearing interest after maturity at the rate of City Bank prime rate % 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. in said City.

All such payments on account of the indebtedness evidenced by this Note shall first be applied to interest, which is accruing on a daily basis on the unpaid principal balance, and the remainder to principal.

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

Lots 26 thru 29 inclusive in Brentowne South, being a Subdivision of part of the North West 1/4 of the North West 1/4 of Section 25 Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

COOK COUNTY, ILLINOIS FILED FOR RECORD

1980 APR 21 PM 1:18

Edw. R. Olson

RECORDER OF DEEDS

25430102

1300

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

This Trust Deed is re-acknowledged and re-recorded to correct the legal description,

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, 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 placed primarily and on a parity with said real estate and not secondarily), and all mechanical equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, doors and windows, floor coverings, in, on, over, under, across, along, and water heaters, is hereby declared to be a part of this real estate, whether physically attached thereto or not. It is agreed that all similar mechanical equipment or articles hereafter placed in the premises by any or its successors or assigns shall be considered as constituting part of the real estate.

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for such receiver, or 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 sale, 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 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 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. 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 deliver a release hereof to and at the request of any person who shall, either before or after maturity 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 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 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 it 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 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 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 Recorder or Registrar 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 assumable and are immediately due and payable in full upon vesting of title in other than the Grantors of the present Trust Deed or upon Transfer of the Beneficial Interest of the subject property is sold under Articles of Agreement for deed by the present title holder, all sums due and owing hereunder shall immediately become due and payable.

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 agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding him 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 liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, FORD 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 holder or holders of said principal or interest notes hereof, and by all persons claiming 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 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.

As Trustee as aforesaid and not personally.

By *[Signature]*

ATTEST *[Signature]*

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1980 MAY 14 PM 1:40

Sidney H. Olson
RECORDER OF DEEDS

25456917

STATE OF ILLINOIS
COUNTY OF COOK

the undersigned

Notary Public, in and for said County, in the State aforesaid, DO HEREBY

CERTIFY, that June R. Ritchie

of FORD CITY BANK AND TRUST CO. and

Stella R. Kruder

of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Assistant~~ Vice President & Trust Officer, 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 as aforesaid, for the uses and purposes therein set forth; and the said ~~Assistant Vice President & Trust Officer~~, then and there acknowledged that she, as custodian of 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 14th
day of April A.D. 19 80.

Nancy J. [Signature]
Notary Public



The installment Note mentioned in the
within Trust Deed has been identified here-
with under identification No.
Trustee.

IMPORTANT
For the protection of both the borrower
and lender, the note secured by this Trust
Deed should be identified by the Trustee
named herein before the Trust Deed is
filed for record.

Box 532

TRUST DEED

FORD CITY BANK
AND TRUST CO.

Trustee
To

Trustee

Property Address:

RETURN TO:

FORD CITY BANK
AND TRUST CO.

7601 SOUTH CICERO AVENUE
CHICAGO, ILLINOIS 60652
294-3800

TRUST DIVISION

Attn: Mr. [Signature]

1407 N. [Address]
SERIES FROM COW/ALLARD & JOHNSON, INC.
(FORM 1985) (CAL)

25456917
Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF COOK)

as

RITA T. BURNS

a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that June R. Ritchie

Stella B. Kruder
of FORD CITY BANK AND TRUST CO. 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 ~~Assistant Vice President & Trust Officer,~~ 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 as aforesaid, for the uses and purposes therein set forth; and the said ~~Assistant Vice President & Trust Officer~~ then and there acknowledged that she, as custodian of 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 7th
day of May A.D. 19 80.

Rita T. Burns
Notary Public.

25456917

Property of Cook County Clerk's Office