25549260 This Indenture, 19 80 , between August 11 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 1, 1974 and known as trust number 924 herein referred to as "First Party," and FORD CITY SAME 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 ONE /UNDRED FIFTY THOUSAND AND DO/100~-DOLLARS. made payable to IEARER and unit Party primises to pay out of that portion of the trust estate subject to said Trust Agreement and neglinister specifically described, the said principal sum in fiterest only DOLLARS. inst, iments as follows: day of 19 gg . and on the first Interest only thereafter, to and including the on the first ing of each 19 at with a final payment of the balance due on the first ನಡಳ ನ್ first Jume on the principal balday of July 19 81 with interest *1% floath, over Ford City Bank prime rate, with a floor of 10%, ance from time to time unpaid at the rate of a pur cent per annum payable monthly

: each of said instant mis of concipal bearing interest after maturity at the rate of \$\frac{\pmax}{\pmax}\$ floating over Ford City Sank prime rate.

house or trust c uppary in Chicago

Himos, as the hollers of the note may, from time to time, an arrivar and in absence of such appointment, then at the office of FORD CITY BANK AND TRUST in said City. All such payments on account of the indebtedness evidenced by this wo'e shall first be applied to interest, which is All such payments on account of the indeptedness established by an 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 survey money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in consiler tion of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remine, release, allen and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and Jong in the COLINITY OF THE PARTY OF THE PARTY OF THE PARTY. COUNTY OF AND STATE OF ILLINOIS, to-wit: Lot 12 in Crestwood Development, being a Subdivishm of the North () agree of the South 40 agree of that part of the North West Quarter of Secret 3, Township 36 North, Range 13 East of the Third Principal Meridian, lying West of the East 60 agree of the North West Quarter and North of the South 580 feet of said North West Quarter in Cook County, Illinois (except the West 50.00 feet thereof taken for Highway purposes in Cicero Avenue) all in Cook County, Illinois.

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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, 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 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, 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 faith.

IT IS FURTHER UNDERSTOOD AND AGREEL THAT

- It is further understood and agree; that

 1. Until the indebtedness aforesaid shaw be folly paid, and in case of the failure of First Party, its successors or assigns to (1) primptly report resure in reduciding or improvements now or hereafter on the premises which may be use distinged (2) keep said premises in good condition and repair, without waste unified from more afore it to the sort is also for item not expressly ub reduced to the others of (2) pay and size that is also in the secured by a lien or charge on the premises ruper of the left from the reducing and the left of complete within evidence of the declarge of such profits in the first of the left from the feet of the left from the premises ruper of the left from all primers of the left from all primers of the left from the feet of the left from the fe and the use there U.A. refraby law or municipal relations takes, special assessor, included when due, and up to which the fort (8) pay it for the early law of the fort (8) pay it for the early premises made a description of payment by the description of the same or to pay in fact holders of the interest of the facts of the interest of the rate and it was forth and prior to the respective likes make any payment or perform and may, but respectively for many and purchase for many thereof, or rede in fact, and the facts of the interest of t
- making any payment hereby author-colonistatement or colonial procured one of purch bill statement or estimate for the or claim thereof. 2. The Brubes of the old of first med relating to three of newscamments must from the approximation of the old of or into the valuety of any tax also execut.
- 3. At the optom of the follows for a found assigns, all object in the entrary, secure if you brown or in this trust is into the entrary, secure 12 only making jacon at formy distalment form just on first Party or its sources rater assorate in the one hereof and such infault shall entrare for three dithe expiration of said three day period. otice of First Party, its successors or network to ling anything in the note immediately to the case of default in note, right in the event of the failure has specifically set forth in partyraphy plan to be eventised at any time offer or anali.

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- 4. When the indictedness hereby is and size of the disc wholes by account of a otherwise, holders of the note of Trustee shall have the right of the list for it in any suit to freedom the lish hereof, there shall be allowed and individual indictions in the disce for sale all expenditures and expenses of the may be prived to the intervious of the disce for sale all expenditures and expenses of the may be prived to the intervious for formaniary and expent evidence, stengraphers's charges, publication and another may be estimated as to items to be expended after entry of the decrees of product all some abstract. In this statistics and examinations gravitate policies. There is continuous, and employ one are assurances with respect to title as Trustee to holders of the note may be in the reasonably recommended without the product of the promises. All expenditures and expenditure the true on the of the title to of the promises. All expenditures and expenditure in this program, mentioned shall become so much additional individues secured before any the office of the fraction with each entry of the motion products of the matter of seven per cent of another paid or incurred by Trustee or helders of the note in connection with each any product of a connection with each any pr
- 5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: Pirst, 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 indebteness 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

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for such receiver, of the person or persons, if any, hable 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 hereinter may be appointed as such receiver. Such receiver shall have power to collect the rents, issue and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a definition, during the full statutory period of redemption, whother there be redemption of not as well as during any turther time when First Party, its success riser assigns, so gif for the attendant to fiscally required, would be entitled to collect such rents, issues and, gradie, and all their plants which hap be necessary or are usual in such cases for the protection, it is all the first plants which hap be necessary or are usual in such cases for the protection, it is all the first plants of the promise disting the whole of said period. The Court from the first management of the protection of the provided of the property of the provided o

- or the following following to some or use the profit to inspect the promises at all reason-as their to some to permuted for that pure
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- tion of satisfact ry as ideal that the trusteer may execute an implication of satisfact ry as ideal that an observe or after matter, therefore the edgess kerely secure into the edges kerely secure in the edges is reported in the edges of t the contribute of the proper continuent upon presenta-central to the trust in the been fully pair; and bright to present furty read who shall, either that the best of the recent into that all incest-tual of Truste of the area at the without inquiry. It is a first of the property to be executed by define with the best property to be executed by define with the best property to be the property of the first further unit where the release is requested of the part of the property is thinging same as the butte better leaves to the first which may be pre-
- 10. Trustee may reserve by instrument in white of Titles in which this instrument shall have been recorded as a state of Trustee, the shall be Success r in Trust Acro Singara Trust and authority as are herein given Trustee, and authority as are herein given Trustee, and ano Trusteen and authority as are herein given Trusteen and any Trusteen and all acts performed hereunder. Given two Williams of the Recorder or Registrar during in the case of the resignation, inability false county to which the promises are situated to first shall have the rientical title, powers to be successful be entitled to reasonable
- 11. This Trust Deed and the Note secured hereby are not assumed to and are immediately due and payable in full upon vesting of title in other than the Grantons of the present Trust Deed dry pol. Transfer of the Beneficial Interest of the Land Trust referred to herein to any party other than the owner thereof as or by die of this instrument. In addition, if the subject property is sold under Articles of Agreement for deed by the present title folder, all sums due and owing hereunder shall immediately become due and payable.

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but is 1, istee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary i orwitustanding, 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, warned and referred to in said Agreement. (or ma purpose of binding it personally, but this instrument is executed and aclivered by FORD CITY BANK AND TRUS (C), as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or person; responsibility is assumed by, nor shall at any time be asserted or enforced against, FORD CITY BANK AND TRUS, 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 any released by the party of the second part or holders of said principal or interest notes hereof, and by all person, a laiming by or through or under said party of the second part or the holder or holders, owhere 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 of NV 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 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 December 100 Trust Officer, the day and year first above written.

By)

FORD CITY BANK AND TRUST CO.

As Trustee as aforesaid and not personally

ATTEST

UNOFFICIAL COPY

STATE OF ILLIS	sois j		
COUNTY OF COOK	53.		
	1 the undersigned		
	a Notary Public, in	nd for said County, in the State at	foresaid, DO HEREBY
	CERTIFY, that	Jms P. Pitchie	
		of FORD CITY BANK AND TRUST CO	O. and
	of said Bank who w	Stella B. Kryder Pers mully known in the to be the same	portui ne sulhose en macilira
A	subscribed to the for respectively influence and delivered the survivolantary set of said forthward the suid Author. She	origin strument as such Accepted . Vice Feeling my time day in geroom and asknown instrument as the continues of a lanta sink, as fruited us the uses for the uses for the uses for the sees for the continues of	President & Trust Officer, *ledged that they signed by act and as the free and cand purp ses therein set and there acknowledged diaffix the corporate seal
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