

UNOFFICIAL COPY

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This Indenture, ^{Made} 25549260 August 11 19 80, 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 October 1, 1974 and known as trust number 924

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 ONE HUNDRED FIFTY THOUSAND 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 installments as follows: Interest only DOLLARS.

on the first day of October 19 81 and Interest only DOLLARS on the first day of each month thereafter, to and including the first day of June 19 81 with a final payment of the balance due on the first day of July 19 81 with interest on the principal balance all floating over Ford City Bank prime rate, with a floor of 10% monthly from time to time unpaid at the rate of per cent per annum payable monthly

** each of said installments of principal bearing interest after maturity at the rate of 7% 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, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to-wit:

Lot 12 in Crestwood Development, being a Subdivision of the North 1/4 acres of the South 40 acres of that part of the North West Quarter of Section 3, Township 36 North, Range 13 East of the Third Principal Meridian, lying West of the East 60 acres 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.

25549260
12 00

COOK COUNTY, ILLINOIS
FILED FOR RECORD
AUG 15 AM 3:00

Lidney H. Olsen
RECORDER OF DEEDS
25549260

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 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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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, or its estate, or any other person, if such receiver, would be entitled to collect such rents, issues and profits, and also to do any other acts which may be necessary or are usual in such cases for the protection of the interest of the mortgagor and the holder of the note secured hereby during the whole of said period. The Court may, in its discretion, direct the receiver to pay the net income in his hands in payment in whole or in part of the indebtedness secured hereby, and the receiver may, in exercising this trust deed, or any part thereof, do any act which may be necessary or proper to carry out the intent hereof or of such deed as amended or as supplemented by the provisions hereof or of any other deed or instrument.

7. Trustee may, at any time, enter upon the premises at all reasonable times and as often as may be permitted by law.

8. Trustee shall not be liable for any injury to the premises, nor shall Trustee be liable for any loss of or damage to any personal property on the premises unless expressly obligated by the terms of the instrument or unless the injury or damage is caused by the negligence of its own personnel or agents. Trustee shall not be liable for any loss of or damage to any personal property on the premises unless expressly obligated by the terms of the instrument and it may require indemnity satisfactory to it before entering any premises.

9. Trustee shall pay the principal and interest on the note secured hereby as provided in the instrument upon presentation of satisfactory evidence that the same have been fully paid and Trustee may accept payment of the principal and interest on the note secured hereby from any person who shall, either before or after maturity, tender to Trustee the principal and interest on the note secured hereby, and Trustee, upon receipt of such tender, shall be deemed to have received the same as true without inquiry. Where a release or assignment of the note secured hereby is presented to Trustee as the genuine note hereon, and the release or assignment is presented to be executed by a prior trustee hereon, Trustee may accept the same as true without inquiry, and if the release or assignment is presented to be executed by the note and which purports to be executed by First Party, Trustee is requested of the original trustee and if such trustee is deceased, of the trustee named in the release or assignment identifying same as the note described hereon, it may accept the same as true without inquiry. Trustee shall be entitled to reasonable compensation for all acts performed hereunder.

10. Trustee may resign by instrument in writing filed with the Office of the Recorder or Registrar of Titles in which this instrument shall have been recorded. In case of the resignation, inability or refusal to act of Trustee, the trustee named in said instrument shall be the trustee and 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 in Trust 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 Land Trust referred to herein to any party other than the owner thereof at the time of this instrument. In addition, if the subject property is sold under Articles of Agreement for deed by the present time herein, 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 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 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 by or 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 Donald H. Ritchie
 ATTEST Hester B. Ritchie
 Assistant Vice President and Trust Officer

25549260

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, the undersigned
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY
CERTIFY, that: Jane R. Birchie

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 ~~Trustee~~ 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 Trustees and for the uses and purposes therein set
forth and the said Assistant ~~Trust Officer~~ Trust Officer, then and there acknowledged
that she is a Trustee of the said Bank and said Bank did affix the corporate seal
of said Bank to said instrument and has written and signed the same as the free
and voluntary act of said Bank, as the Trust Officer, for the uses and purposes therein
set forth.

Witness my hand and official seal this 12th
day of August 1953 A. D. 1953

Mary
Notary Public
ILLINOIS
12549260

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
Deed should be identified by the Trustee
named herein before the deed is
filed for record.

Box _____
TRUST DEED

**FORD CITY BANK
AND TRUST CO.**

as Trustee
to

Trustee

Property Address:

mpad

**FORD CITY BANK
AND TRUST CO.**
7601 SOUTH CICERO AVENUE
CHICAGO, ILLINOIS 60652
294-3600

TRUST DIVISION
140 11-110
BANKER FRANK CARWALLADEA BRIDGES, INC.
P.O. BOX 1214

Ref 593
Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT