

# UNOFFICIAL COPY

26 273 640

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1982 JUN 28 PM 2:22

*Sidney H. Olson*

RECORDER OF DEEDS

26273640

TRUST DEED

15<sup>00</sup>

67542998

THIS INDENTURE, made this 1st day of June, 1982, between the FORD CITY BANK AND TRUST COMPANY, a national banking association, not personally but as Trustee under the provisions of Deeds in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated May 30, 1973, and known as Trust Number 506, hereinafter referred to as "First Party", and FORD CITY BANK AND TRUST COMPANY, an Illinois banking corporation, hereinafter referred to as "Trustee".

W I T N E S S E T H:

THAT, WHEREAS, First Party has concurrently herewith executed a principal Note bearing even date herewith in the total principal sum of TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS, made payable to FORD CITY BANK AND TRUST COMPANY, and delivered in and by which said Note the First Party promises to pay out of the trust estates subject of said Trust Agreements and hereafter specifically described, the said principal sum, plus interest, from June 1, 1982, as follows: Commencing on July 1, 1982 and on the first day of each month thereafter, interest only on the amount of SEVEN THOUSAND FIVE HUNDRED AND NO/100 (\$7,500.00) DOLLARS at the rate per annum of nine and three-quarters (9-3/4%) per cent, from and after December 1, 1983 interest shall be payable on the first day of each month thereafter at the rate per annum calculated by adding one (1%) per cent to the announced prime lending rate of the FORD CITY BANK AND TRUST COMPANY changing from day to day after December 1, 1983, except that the FINAL PAYMENT of all outstanding principal and interest shall be due and payable on the 30th day of May, 1984, provided, however, (a) interest shall only be calculated on the first SEVEN THOUSAND FIVE HUNDRED AND NO/100 (\$7,500.00) DOLLARS of principal of the Note, and (b) there is no uncurred event of default and upon prompt payment when due, or earlier, payment of the principal balance less TWO THOUSAND FIVE HUNDRED AND NO/100 (\$2,500.00) DOLLARS shall be deemed to be payment in full satisfaction of the Note.

NOW, THEREFORE, First Party to secure the payment of 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 (\$1.00) DOLLAR in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, First Party does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described real estate situate, lying and being in the City of Chicago, County of Cook and State of Illinois, to-wit:

LOT 28 (EXCEPT WEST 52 FEET THEREOF) IN BLOCK 1 IN SUBDIVISION OF BLOCK 6 OF LAFLIN, SMITH AND DYER'S SUBDIVISION RECORDED MAY 24, 1899 IN BOOK 34 PAGE 18 AS DOCUMENT 1105938 IN WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 E7.

which, with the property hereafter 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

Office  
2/13 640

BOOK 343

# UNOFFICIAL COPY

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), window treatments, floor coverings, 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.

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 Premises; (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 taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due, and upon written request, to furnish to Trustee or to holders of the Note duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) or the failure of FORD CITY BANK AND TRUST COMPANY as Trustee under Trust No. 838 to make payments when due under its note of even date herewith in the amount of SEVENTY THOUSAND FOUR HUNDRED FIFTEEN AND 39/100 (\$70,415.39) DOLLARS; (10) keep all buildings and improvements now or hereafter situated on said Premises insured 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 holders of the Note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the Note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; 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 not less than ten (10) days prior to the respective dates of expiration; then Trustee or the holders of the Note may, but need not, make any payment or perform any act hereinbefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting

Office  
26 273 649

said Premises or consent to any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the Note to protect the mortgaged Premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the Note per annum rate. Inaction of Trustee or holders of the Note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The Trustee or the holders of the Note 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 into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

3. At the option of the holders of the Note and without further 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) sixty (60) days after any uncured default in payment of any installment of principal or interest on the Note, or (b) sixty (60) days after mailing of notice in the event of the failure of First Party or its successors or assigns to do any of the other things specifically set forth in Paragraph One hereof and such default shall not have been cured within said sixty (60) days, said option may be exercised at any time after the expiration of said sixty (60) day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the Note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness 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 reasonable attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches 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 prosecute such 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 Premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the Note per annum rate, 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 this Trust 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.

# UNOFFICIAL COPY

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.

7. The First Party and the Beneficiaries hereby covenant and agree that they will not at any time insist upon or plead, or in any manner whatsoever claim or take advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to decree judgment or order of any Court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. The First party and Beneficiaries thereunder hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed on their own behalf of each and every person, excepting only decree or judgment creditors of the First Party acquiring any interest or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of the First Party and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Chapter 77, Section 18(a) and 18(b) of the Illinois Statutes. The First Party and Beneficiaries thereunder will not involve or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right,

Office  
26 273 640

# UNOFFICIAL COPY

power or remedy herein or otherwise granted or delegated to the Trustee under this Trust Deed, but will suffer and permit the execution of every such right, power and remedy as though no such law or laws have been made or enacted.

8. The First Party further covenants and agrees to deposit with FORD CITY BANK AND TRUST COMPANY, or such other depository as may be from time to time designated in writing by the holder of said Note, on the respective dates when the installments of interest are payable, an amount equal to one-twelfth (1/12) of the annual real estate taxes levied against the Premises and one-twelfth (1/12) of the annual premiums for fire, rental value, and other hazard insurance required to be carried hereunder, all as estimated by FORD CITY BANK AND TRUST COMPANY, or the holder of the Note, and in the event such monies are insufficient therefor, to pay the difference forthwith hereunder. The FORD CITY BANK AND TRUST COMPANY and the holders of the Note, and each of them, are authorized to apply such monies in payment of such taxes and insurance premiums as same become due, so long as the First Party is not in default under the Note or any provision hereof, otherwise to apply same in payment of any obligation of First Party under the Note or this Trust Deed. The FORD CITY BANK AND TRUST COMPANY shall not be required to inquire into the validity or correctness of any of said items before making payment of same or to advance monies therefor, nor shall they or either of them incur any personal liability for anything done or omitted to be done hereunder.

9. 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.

10. 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.

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 as of the date of this instrument. In addition, if 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.

12. 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

Office  
273 640



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.

13. 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 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, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

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 COMPANY, 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, or shall at any time be asserted or enforced against FORD CITY BANK AND TRUST COMPANY, its agents or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either express 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 COMPANY, 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 COMPANY, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its <sup>VICE PRESIDENT & TRUST OFFICER</sup> Trust Officer and its corporate seal to be hereunto affixed and attested by its <sup>TRUST OFFICER</sup> Vice President, the day and year first above written.

FORD CITY BANK AND TRUST COMPANY,  
as Trustee as aforesaid and not  
personally

By: *James L. Kitcher*  
VICE PRESIDENT & TRUST OFFICER  
Attest: *William B. Kravitz*  
VICE PRESIDENT  
TRUST OFFICER

OFFICE  
213 640

FORD CITY BANK AND TRUST COMPANY  
CORPORATE SEAL  
ILLINOIS

