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2000-01-21 13:34:49

Cook County Recorder 27.50

TRUST DEED

Individual Borrower

[ ] Recorders Box 333

[  Mail To: The Chicago Trust Company  
Note ID and Release  
171 North Clark  
Chicago, IL 60601

092-154-0001289

FILE# 681289



816440

This Trust Deed consists of four pages (4 sheets 1 side). The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the Borrowers, their heirs, successors and assigns.

THIS INDENTURE, made 12-08-1999, between

ALAA MOHAMMAD, UNMARRIED, AND JILL MOHAMMAD, UNMARRIED  
herein referred to as "Borrowers" and THE CHICAGO TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Borrowers are justly indebted to the legal holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as "Holders of the Notes", in the Total Principal Sum of \$26,038.57 TWENTY-SIX THOUSAND THIRTY-EIGHT AND 57/100

DOLLARS, bearing even date herewith (the "Installment Note"), said Installment Note to be identified by the Chicago Trust Company with the same identification number provided by Chicago Trust Company for this Trust Deed, made payable to THE ORDER OF BEARER OR OTHER PARTY and delivered, in and by which said Installment Note the Borrowers promise to pay the said principal sum and interest from 12-13-1999 on the balance of principal remaining from time to time unpaid at the rate provided in the Installment Note in installments (including principal and interest) as provided in said Installment Note until said Installment Note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 13TH day of DECEMBER, 2014. All such payments on account of the indebtedness evidenced by said Installment Note to be first applied to late charges, then to returned payment charges and any other charges Borrower owes Holders of the Note, then to any interest due then to the principal (including any points or other charges Borrower has financed). All payments shall be made payable at such banking house or trust company in Illinois, as Holders of the Notes may, from time to time, in writing appoint, and in the absence of such appointment, then at the location designated by the Holders of the Notes.

NOW THEREFORE, the Borrowers 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 the performance of the covenants and agreements and promises of the Borrowers contained in the Installment Note and herein, by the Borrowers to be performed, and also in the consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 76 (EXCEPT THE NORTH 31.50 FEET THEREOF) AND THE NORTH 33 FEET OF LOT 77 IN 79TH AND KOLMAR SUBDIVISION, BEING A SUBDIVISION OF THE WEST 20 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ("Property Address"); PREPARED BY: S. BOOKER, P.O. BOX 6869, VILLA PARK, IL 60181 7839 S KOLMAR, CHICAGO, IL 60652

PIN # 19-27-320-076-0000

which with the property hereinafter described, is referred to herein as the "premises,"



6. Borrower shall pay each item of indebtedness herein mentioned when due according to the terms hereof. At the option of the Holders of the Notes, or any of them, and without notice to Borrower, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Installment Notes or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any of the principal or (b) when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement or promises of the Borrower herein contained. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Holders of the Notes or Trustee, or any of them shall have the right to foreclose the lien hereof. Borrower gives Trustee and/or Holders of the Notes power to sell the premises at a public auction. 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 of Holders of the Notes, or any of them, for 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 Notes, or any of them, 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 a rate equivalent to the highest post maturity rate set forth in the Installment Notes secured by this Trust Deed, if any, otherwise the highest pre maturity rate set forth therein, when paid or incurred by Trustee of Holders of the Notes 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.
7. 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 principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes; fourth, any overplus to Borrower, its successors, legal representatives or assigns, as their rights may appear.
8. 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 of the Borrower at the time of application for such receiver 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 the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Borrower, 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: (a) The indebtedness secured hereby, or by any decree 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; (b) the deficiency in case of sale and deficiency.
9. Trustee or Holders of the Notes, or of any of them, 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, or to inquire into the validity of the signatures or the identity capacity, or authority of the signatories on the Installment Note or the Trust Deed, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, not 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. In case of default therein then Trustee or the Holders of the Notes 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 said premises or contest any tax or assessment. All moneys paid for 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 Notes to protect the 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 a rate set forth in the Installment Note secured by this Trust Deed. 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.

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6. Borrower shall pay each item of indebtedness herein mentioned when due according to the terms hereof. At the option of the Holders of the Notes, or any of them, and without notice to Borrower, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Installment Notes or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any of the principal or (b) when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement or promises of the Borrower herein contained. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Holders of the Notes or Trustee, or any of them shall have the right to foreclose the lien hereof. Borrower gives Trustee and/or Holders of the Notes power to sell the premises at a public auction. 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 of Holders of the Notes, or any of them, for 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 Notes, or any of them, 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 a rate equivalent to the highest post maturity rate set forth in the Installment Notes secured by this Trust Deed, if any, otherwise the highest pre maturity rate set forth therein, when paid or incurred by Trustee of Holders of the Notes 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.

7. 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 principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes; fourth, any overplus to Borrower, its successors, legal representatives or assigns, as their rights may appear.

8. 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 of the Borrower at the time of application for such receiver 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 the 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 times when Borrower, 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: (a) The indebtedness secured hereby, or by any decree 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; (b) the deficiency in case of sale and deficiency.

9. Trustee or Holders of the Notes, or of any of them, 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, or to inquire into the validity of the signatures or the identity capacity, or authority of the signatories on the Installment Note or the Trust Deed, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, not 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. In case of default therein then Trustee or the Holders of the Notes 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 said premises or contest any tax or assessment. All moneys paid for 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 Notes to protect the 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 a rate set forth in the Installment Note secured by this Trust Deed. 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.

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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 Installment 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 Installment Notes herein described any notes which bear an identification number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description herein contained of the Installment Notes and which purport to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original Trustee and it has never placed its identification number on the Installment Notes described herein, it may accept as the genuine Installment Notes herein described any notes which may be presented and which conform in substance with the description herein contained of the Installment Notes and which purport to be executed by the persons herein designated as makers thereof. Borrower shall pay all costs associated with services provided by the Trustee in connection with the Trust Deed, including but not limited to the Trustee's fees for release of this Trust Deed and the costs of recordation of the release.

13. No action for the enforcement of lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the notes hereby secured.

14. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds in which this instrument shall have been recorded or filed. Any successor in trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. Trustee or successor trustee shall be entitled to receive from Borrower a fee for releasing this Trust Deed as determined by Trustee or successor trustee's rate schedule in effect when the Trust Deed is released. Borrower agrees that Trustee or successor trustee shall not be required to release the Trust Deed until it receives payment of the fee. Trustee or successor trustee shall also be entitled to reasonable compensation for any other act or service performed under any provisions of this Trust Deed.

16. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this Trust Deed.

17. This Trust Deed and all provisions hereof, shall extend to the be binding upon Borrowers and all persons claiming under or through Borrowers, and the word "Borrowers" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Installment Notes or this Trust Deed.

WITNESS the hand and seal of Borrowers this day and year first above written.

Alaa Mohammad [SEAL]  
ALAA MOHAMMAD

Jill Kallas [SEAL]  
JILL KALLAS

[SEAL]

[SEAL]

STATE OF ILLINOIS

SS

County of COOK  
I, THE UNDERSIGN

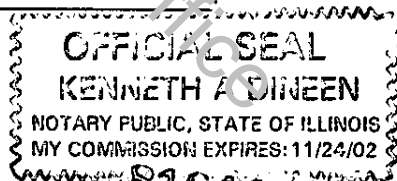
a Notary Public in and for the residing in said County, in the state aforesaid, DO HEREBY CERTIFY THAT ALAA MOHAMMAD and JILL KALLAS

who personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed, sealed and delivered the said Instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8TH day of, DECEMBER 1999

[Signature]  
Notary Public

Notarial Seal



Identification No. 816440

**IMPORTANT!**  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE CHICAGO TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

THE CHICAGO TRUST COMPANY, TRUSTEE

BY [Signature]  
Assistant Vice President, Assistant Secretary.

FOR RECORDER'S INDEX  
PURPOSES INSERT STREET  
ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE