

UNOFFICIAL COPY

TRUST DEED AND NOTE

THIS INDENTURE WITNESSETH, that the undersigned **MOHAMED NASSAR and SOMIA GEDAMY**, as a grantors, of 4728 North Ashland Avenue, Chicago, County of Cook, State of Illinois, for and in consideration of the sum of Ten Dollars and other good and valuable consideration in hand paid, convey and warrant to

CHRIS S. CONDOMINIUM, INC., an Illinois corporation, a general contractor for the construction project of the real property commonly known as 4728 North Ashland, Chicago, County of Cook, state of Illinois, as trustee having interest in the following described real estate, with all improvements thereon, situated in the County of Cook, in the State of Illinois, to-wit:

LOT 1 (EXCEPT THAT PART LYING EAST OF ALINE 50 FEET WEST AND PARALLEL WIT THE EAST LINE OF SECTION 18, CONDEMNED FOR WIDENING OF NORTH ASHLAND AVENUE) IN BLOCK 2 IN BALD'S SUBDIVISION OF THE NORTH ½ OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Index Number : 14182050240000
Address of Real Estate: 4728 North Ashland, Chicago, Illinois.

GRANTORS AGREE to pay all taxes and assessments upon said property when due, to keep the buildings thereon insured to their full insurable value, to pay all prior encumbrances and the interest thereon and to keep the property tenantable and in good repair and free of liens. In the event of failure of Grantors to comply with any of the above covenants, then Grantee may, at his choice, to attend to the same and pay the bills thereof, which shall, with 9% interest thereon, become due immediately, without demand. On default in any payments hereunder, Grantee may declare the whole indebtedness due and proceed accordingly.

AS FURTHER SECURITY Grantors hereby assign, transfer and set over to Grantee all the rents, issues and profits of said premises, from and after this date, and authorize him to sue for, collect and receipt for the same, to serve all necessary notices and demands, to bring forcible detainer proceedings to recover possession thereof, to rent the said premises as he may deem proper and to apply the money so arising to the payment of this indebtedness, or to any advancements made as aforesaid, and it shall not be the duty of Grantee to inquire into the validity of such taxes, assessments, liens, encumbrances,



Doc#: 0524403040 Fee: \$26.50
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 09/01/2005 11:41 AM Pg: 1 of 2

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interest or advances.

In trust, nevertheless, for the purpose of securing performance of the following obligation, to-wit: TWENTY FIVE THOUSAND FIVE HUNDRED DOLLARS (\$25,500.00) payable at the time of the sale of the real estate, and on that date for value received we promise to pay to the order of CHRIS S. CONDOMINIUM, INC., the sum of TWENTY FIVE THOUSAND FIVE HUNDRED DOLLARS (\$25,500.00) at the office of the legal holder of this instrument on the date thereof, payable at the said office, as FOLLOWS:

one lump sum of TWENTY FIVE THOUSAND FIVE HUNDRED DOLLARS (\$25,500.00).

And to secure the payment of said amount we hereby authorize, irrevocably any attorney of any court of record in any County or State in the United States to appear for us in such court, in term time or vacation, at any time after maturity hereof, and confess a judgment without process in favor of the holder of this instrument for such amount as may appear to be unpaid thereon, together with costs, and reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and to consent to immediate execution upon such judgment, hereby ratifying and confirming all that my (our) attorney may do by virtue hereof.

If any provision of this indenture shall be prohibited by or invalid under applicable law; such provision shall be ineffective to the extend of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this indenture.

Witness our hands and seals this 27 day of July, 200

MOHAMED NASSAR

SONIA GEDAMY

State of Illinois)

SS

County of Cook)

I, the undersigned, a NOTARY PUBLIC, in and for the State of Illinois, County of Cook, DO HEREBY CERTIFY that **MOHAMED NASSAR** and **SONIA GEDAMY**. Personally known to me are the same persons whose names are subscribed to the foregoing Deed, appeared before me this day in person, and acknowledged that the 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 official seal as Notary Public this 27 day of July, 2005

Mildred Rosado
NOTARY PUBLIC

AFTER RECORDING MAIL TO:
Chris S. Condominium, Inc.
732 North Lincoln Ave.
Addison IL 60101

"OFFICIAL SEAL"
MILDRED ROSADO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/18/08