

UNOFFICIAL COPY

TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 18, 1988 between SIDNEY R. SHARIF and NAOMI S. SHARIF, his wife

herein referred to as "Mortgagors", and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of -----

FIVE THOUSAND FOUR HUNDRED AND NO/100 ----- (\$5,400.00) DOLLARS,

evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF CHICAGO METROPOLITAN MUTUAL ASSURANCE COMPANY, an Illinois Corporation

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum in instalments as follows: \$15.00 Dollars on the 1st day of November, 1988 and \$15.00 Dollars or more on the 1st day of each month thereafter until November 1, 1993, at which time the principal balance then remaining shall be paid in one lump sum,

all of said principal and interest bearing interest after maturity at the rate of 12% per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in the City of 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 CHICAGO METROPOLITAN MUTUAL ASSURANCE COMPANY, 4455 SO. KING DRIVE, CHICAGO, IL. in said City.

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

LOT 10 AND THE NORTH 6 FEET OF LOT 11 IN THE SUBDIVISION OF LOTS 4 AND 5 IN FORRESTVILLE IN THE SOUTH EAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Commonly known as: 4520-22 SO. COTTAGE GROVE AVE. CHICAGO, ILLINOIS

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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 Mortgagors 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, inador 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 the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand of _____ and seal of _____ of Mortgagors the day and year first above written.

Sidney R. Sharif [SEAL] Naomi S. Sharif [SEAL]

STATE OF ILLINOIS, } I, the undersigned } ss. a Notary Public in and for the County of Cook, in the State aforesaid, DO HEREBY CERTIFY THAT SIDNEY R. SHARIF and NAOMI S. SHARIF, his wife

who are personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ 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 18 day of October, 1988.

Notarial Seal

[Signature] Notary Public

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PLACE IN RECORDER'S OFFICE BOX NUMBER 455

CHICAGO, ILLINOIS

4520-22 SO. COTTAGE GROVE AVE.

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

CHICAGO, IL. 60653 - MORTGAGE DEPARTMENT

4555 SO. KING DRIVE

ASSURANCE COMPANY

CHICAGO METROPOLITAN MUTUAL

MAIL TO:

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE ORIGINAL NOTE SECURED BY THIS TRUST DEED SHOULD BE FURNISHED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD

CHICAGO TITLE AND TRUST COMPANY
Trustee
Assistant Secretary
Assistant Vice President

17. Mortgages shall deposit 1/25th of the estimated annual general taxes with each monthly payment herein provided, with the holder of the within described Note.

1. Mortgages shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed...
2. Mortgages shall pay before any general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to the holder of the note duplicate receipts therefor...
3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm and flood damage...
4. In case of default therein, Trustee of the holder of the note may, but need not, make any payment or perform any act...
5. Mortgages shall pay each year on the first day of January, and on the first day of July, interest on the principal note...
6. Mortgages shall pay each year on the first day of January, and on the first day of July, interest on the principal note, notwithstanding...
7. When the principal note is paid or tendered, the holder of the note shall be entitled to the principal sum...
8. The proceeds of any foreclosures shall be distributed and applied in the following order of priority...
9. 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...
10. Such appointment may be made either before or after the filing of a bill to foreclose, and without regard to the time of application...
11. No action for the enforcement of the lien of any provision hereof shall be subject to any defense which would not be available to the party instituting same in an action at law upon the note hereof...
12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the title...
13. Trustee shall be obligated to record this trust deed...
14. Trustee shall release this trust deed and the lien thereon by proper instrument...
15. Trustee may execute and deliver a release...
16. Herein relating to this trust deed, Trustee of the State of Illinois shall be entitled to reasonable compensation...
17. Mortgages shall deposit 1/25th of the estimated annual general taxes with each monthly payment herein provided...
18. Mortgages shall pay each year on the first day of January, and on the first day of July, interest on the principal note...
19. When the principal note is paid or tendered, the holder of the note shall be entitled to the principal sum...
20. The proceeds of any foreclosures shall be distributed and applied in the following order of priority...
21. 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...
22. Such appointment may be made either before or after the filing of a bill to foreclose, and without regard to the time of application...
23. No action for the enforcement of the lien of any provision hereof shall be subject to any defense which would not be available to the party instituting same in an action at law upon the note hereof...
24. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the title...
25. Trustee shall be obligated to record this trust deed...
26. Trustee shall release this trust deed and the lien thereon by proper instrument...
27. Trustee may execute and deliver a release...
28. Herein relating to this trust deed, Trustee of the State of Illinois shall be entitled to reasonable compensation...

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