

UNOFFICIAL COPY



TRUST DEED

CHICAGO TITLE AND TRUST COMPANY

727183

-88-600510

CTTC?

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 28 19 88, between HUSEIN SULEIMAN, WALID SULEIMAN & KHALED SULEIMAN

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 holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

FORTY TWO THOUSAND FIVE HUNDRED & NO/100 (\$42,500.00)

Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, and by which said Note the Mortgagors promise to pay the said principal sum and interest from date hereof on the balance of principal remaining from time to time unpaid at the rate of ten (10%) percent per annum in instalments (including principal and interest) as follows:

FOUR HUNDRED FIFTY SIX & 73/100 (\$456.73) Dollars or more on the 28th day of January 1989 and FOUR HUNDRED FIFTY SIX & 73/100 (\$456.73) Dollars or more on the 28th day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 28th day of December, 1991. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 15% per annum, and all of said principal and interest being made payable at such banking house or trust company in Evergreen Park, 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 OZINGA, LEPORE, CAMPBELL & LORD in said City, 3101 West 95th Street, Evergreen Park, Illinois 60642

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 Village of Willow Springs COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 12 and the West 50 feet of Lot 11 in Block 25 in Mount Forest Subdivision of Section 33, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 8439 Archer Avenue, Willow Springs, Illinois 60480

Permanent Tax Number: 18-33-322-002

-88-600510

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

TOGETHER with all improvements, tenements, covenants, 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 thereof 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, madro 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 in 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 HUSEIN SULEIMAN and WALID SULEIMAN of Mortgagors the day and year first above written.

HUSEIN SULEIMAN [SEAL] WALID SULEIMAN [SEAL] KHALED SULEIMAN [SEAL]

STATE OF ILLINOIS, I, ANTHONY J. LEPORE, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT HUSEIN SULEIMAN, WALID SULEIMAN & KHALED SULEIMAN

who are personally known to me to be the same person as whose name as 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

"OFFICIAL SEAL" ANTHONY J. LEPORE

Notary Public, State of Illinois

My Commission Expires 8/30/00 Given under my hand and Notarial Seal this 28th day of December 1988.

"OFFICIAL SEAL"

ANTHONY J. LEPORE

ANTHONY J. LEPORE

Notary Public

Notarial Seal

Form 807 Trust Deed - My Commission Expires 8/30/00

R. 11/75

Page 1

This instrument prepared by Anthony J. Lepore, Notary Public, State of Illinois, Commission Expires 8/30/00



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17. If all or any part of the property of an interest therein is sold or transferred by Mortgagors without Holder's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Holder may at Holder's option, declare all the sums secured by this Mortgage to be immediately due and payable. Holder shall have waived such option to accelerate if, prior to the sale or transfer, Holder and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Holder and that the interest payable on the sums secured by this mortgage shall be at such rate as Holder shall request. If Holder has waived the option to accelerate provided in this paragraph, and if Mortgagors successor in interest has executed a written assumption agreement accepted in writing by Holder, Holder shall release Mortgagors from all obligations under this Mortgage and the Note.

If Holder exercises such option to accelerate, Holder shall mail Mortgagors notice of acceleration by certified mail return receipt requested. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagors may pay the sums declared due. If Mortgagors fails to pay such sums prior to the expiration of such period, Holder may, without further notice or demand on Mortgagors, invoke any remedies permitted by the Trust Deed.

Husein Suleiman  
HUSEIN SULEIMAN

Waleed Suleiman  
WALEED SULEIMAN

Khaled Suleiman  
KHALED SULEIMAN

DEPT-01 RECORDING \$13.25  
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COOK COUNTY RECORDER

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