

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

89179881

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE WITNESSETH, That Adnan Diab, Rudianah Diab, Nidal Diab, & Itaf Diab (J)

(hereinafter called the Grantor), of 7907 S. Nordica Burbank, Illinois  
(No. and Street) (City) (State)

for and in consideration of the sum of Ten and 00/100 Dollars

in hand paid, CONVEY AND WARRANT to Merchandise National Bank of Chicago  
of Merchandise Mart Chicago, Illinois 60654  
(No. and Street) (City) (State)

as Trustee, and to his successors in trust hereinafter named, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook and State of Illinois, to-wit:  
(see attached for legal description)

DEPT-01 \$13.00  
T#1111 TRAN 1236 04/24/89 11:39:00  
#3711 # A \* 89-179881  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

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

Permanent Real Estate Index Number: 19-31-101-096  
Address(es) of premises: 7907 S. Nordica Burbank, Illinois

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor is justly indebted upon a purchase money mortgage bearing even date herewith, payable

to J. E. Pierce Builders, Inc. and assigned to Merchandise National Bank of Chicago in 12 monthly installments of \$270.07, with the first installment due May 11, 1989. Net proceeds of \$3,100.00 at an annual percentage rate of 14.50%.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when they shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time (and all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 14.50 per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at 14.50 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof — including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien on said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, with the decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any person claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is: Adnan Diab, Rudianah Diab, Nidal Diab, & Itaf Diab (J)

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Cook County is hereby appointed to be first successor in this trust;

and if for any like cause the first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to \_\_\_\_\_

Witness the hand and seal of the Grantor this 19th day of October, 1988

Please print or type name(s) below signature(s)  
Adnan Diab X Adnan Diab (SEAL)  
Rudianah Diab Rudianah Diab (SEAL)  
Nidal Diab X Nidal Diab (SEAL)  
Itaf Diab Itaf Diab (SEAL)

This instrument was prepared by Merchandise National Bank of Chicago  
Merchandise Mart  
Chicago, Illinois 60654  
(NAME AND ADDRESS)

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13-

# UNOFFICIAL COPY

STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Kerry E. Abate, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Adnan Diab, Rudianah Diab, Nidal Diab, & Itaf Diab (J)

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> are 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, including the release and waiver of the right of homestead.

Given under my hand and official seal this 19th day of October, 19 88.



Kerry E. Abate  
Notary Public

Commission Expires 7/6/92

Cook County Clerk's Office

89179881

BOX 422

BOX No.

SECOND MORTGAGE  
**Trust Deed**

Adnan Diab, Rudianah Diab,  
Nidal Diab, & Itaf Diab (J)

7907 S. Nordica  
Burbank, Illinois 60459

TO

Merchandise National Bank of Chicago

Merchandise Mart  
Chicago, Illinois 60654

BOX 422

GEORGE E. COLE®  
LEGAL FORMS

89179881

Lot 23 in Nordica Avenue Subdivision of Lot 177 (except the North 17 feet and except the West 33 feet thereof) in Frederick H. Bartlett's First Addition to Frederick H. Bartlett's 79th Street Acres, being a Subdivision of the West 1/2 of the South East 1/4 of Section 31, and the West 1/2 of the North West 1/4 of said Section 31, and the West 1/2 of the South West 1/4 of said Section 31, Township 38 North, Range 13, East of the Third Principal Meridian, also the East 1/2 of the South East 1/4 of Section 36, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 7907 So. Nordica      Real Estate Index: 19-31-101-096  
Burbank, Illinois

Property of Clerk's Office