

UNOFFICIAL COPY

400427007 BC-57007

This Indenture, WITNESSETH, that the Grantor Dhafir Maalik and Sahirah Maalik, his wife,

4324 S. Ellis

of the City of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of Eight Thousand Dollars & NO/100 Dollars

in hand paid, CONVEY, AND WARRANT to THOMAS J. MICHELSON, Trustee

of the City of Chicago, County of Cook, and State of Illinois, and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated

in the City of Chicago, County of Cook, and State of Illinois, to-wit:

Lot 6, 1/2 C. Carters SUBDIVISION OF Block 1 in Walker AND STINSON's Subdivision of the W 1/2 of the SW 1/4 of Section 2, Township P. 38. North, Range 14, East of the third Principal Meridian, IN COOK County, Illinois.

Commonly known as: 4324 S. Ellis, Chicago

PIN # 20-02-301-044

DEPT-01 RECORDING 413.00
19833 STRAN 7356 01/26/90 1154 100
\$250 + C - 90-042706
COOK COUNTY RECORDER

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.
In Trust, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor's Dhafir Maalik and Sahirah Maalik, his wife, justly indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 195.77 each until paid in full, payable to

Sax-Mor Construction Co., Inc.

90-042706

assigned to

30042706

LaSalle Bank Lakeview

THE GRANTOR... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June 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 selected by the grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attache payable first, to the first Trustee or Mortgagor, and second, to the Trustees herein as their interests may appear, which policies shall be lost and remain with the said Mortgagor or trustee, until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same 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 which due, the grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purue any tax lien or title affecting and promises, or pay 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 seven per cent, per annum, shall be no much additional indebtedness hereby.

In the Event of a breach of any of the aforesaid covenants, agreements, or whole or part of said indebtedness, including principal and all accrued interest shall, at the option of the legal holder thereof, without notice, be sold, liquidated, or otherwise disposed of, and with interest thereon from time of such breach, at seven percent, per annum, shall be recoverable by him, and the amount so recovered, less all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof— including reasonable solicitor's fees, outlays for documentary evidence, attorney's charges, cost of procuring or completing abstract showing the whole title of said premises, or enacting foreclosure decree— shall be paid to the grantor... and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder, or any part of said indebtedness, which, may be a party, shall also be paid by the grantor... All such expense and disbursements shall be an additional item upon said promises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be enjoined, nor a receiver, hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor... for said grantor... no for the heirs, executors, administrators and assigns of said grantor... we've... all right to the possession of, and income from, said premises pending such foreclosure proceeding, and agree... that upon the filing of any bill in foreclosing this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor... or to any party claiming under said 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.

In the Event of the death, removal or absence from said Cook County, or of his refusal or failure to act, then ROBERT W. WILSHER, of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fail or refuse to act, then the holder of the note is hereby empowered to appoint a new successor in trust through a resolution of the board. And when all 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.

WITNESS, that the above and foregoing instrument was executed in the presence of the undersigned, and acknowledged before me this 18th day of November A.D. 1989.

Witness the hand... and seal... of the grantor... this... 18th day of November A.D. 1989.

X Dhafir Maalik

X Sahirah Maalik

(SEAL)

(SEAL)

(SEAL)

(SEAL)

QHHS 11 QAP

RECEIVED 11/19/1989

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Box No. 146

Dhafir & Sahirah Maalik
4324 S. Ellis
Chicago, IL 60653

TO

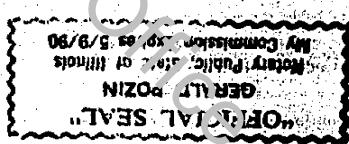
THOMAS J. MICHELSON, Trustee

LASALLE BANK LAKE VIEW
3201 NO. ASHLAND AVE.
CHICAGO, ILLINOIS 60657

THIS INSTRUMENT WAS PREPARED BY:

Sav-Mor Construction
4868 Dempster St
Skokie, IL 60076

LaSalle Bank Lake View



I, the undersigned, do hereby certify that the foregoing instrument, under my hand and Notarial Seal, this 18th day of November, A.D. 19, 89.

Notary Public.

I, the undersigned, do hereby certify that the foregoing instrument, under my hand and Notarial Seal, this 18th day of November, A.D. 19, 89.

Instrument appurposed before me this day in person, and acknowledge that the V. signed, sealed and delivered the said instrument freely known to me to be the same persons, whose name is, whose name is, Dated this 18th day of November, A.D. 19, 89.

I, the undersigned, do hereby certify that the foregoing instrument, under my hand and Notarial Seal, this 18th day of November, A.D. 19, 89.

Instrument appurposed before me this day in person, and acknowledge that the V. signed, sealed and delivered the said instrument freely known to me to be the same persons, whose name is, whose name is, Dated this 18th day of November, A.D. 19, 89.

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Instrument appurposed before me this day in person, and acknowledge that the V. signed, sealed and delivered the said instrument freely known to me to be the same persons, whose name is, whose name is, Dated this 18th day of November, A.D. 19, 89.

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