

UNOFFICIAL COPY

90358437

TRUST DEED (Illinois)
For use with State Form 348B
(Recording provisions including interest)

The Above Space For Recorder's Use Only

THIS INDENTURE, made July 17 19 90 between M. Sardar A. Khan AKA M. Sardarar Khan,
and Amberina Khan, His Wife hereic referred to as "Mortgagors," and
DEVON BANK, an Illinois Banking Corporation

herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promisory note,
of even date herewith, executed by Mortgagors, made payable to DEVON BANK, a copy of which
is attached hereto as Exhibit "A" and Incorporated herein by reference.

and delivered, in and by which note Mortgagors promise to pay the principal sum of
TWENTY THOUSAND AND NO/100ths (\$20,000.00) Dollars, and interest from July 17, 1990

on the balance of principal remaining from time to time except that the final payment of principal and interest, if not
sooner paid, shall be due on the 1st day of July, 1991; all such payments on account of the indebtedness evidenced
by said note to be applied (a) to accrued and unpaid interest on the unpaid principal balance and the remainder to principal;

and all such payments being made payable at DEVON BANK, 6445 N. Western Avenue, Chicago, Illinois
or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that
at the election of the legal holder, with or without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall
become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal
or interest in accordance with the terms hereof or in case default shall occur and continue for three days in the performance of any other agreement
contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all
parties thereto severally waive presentment, for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and
limitations of the above mentioned note and 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,
Mortgagors by these presents CONVEY and WARRANT unto the Trustee, its or his 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 Bridgeview COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

See Legal Description Rider attached to, and made part of, this Instrument.

Permanent Index Number: 23-01-404-002-0000

This Trust Deed secures the identical indebtedness secured by Trust Deed of even date herewith, from Sardar Khan,
also known as M. Sardar A. Khan and Amberina Khan, his wife.

REAL ATTORNEY SERVICES # 13194

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COOK COUNTY RECORDER

which, with the property hereinafter described, is referred to herein as the "premises."
TOGETHER with all improvements, tenements, easements, 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 rents, issues and profits are pledged primarily and on a parity with
said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat,
gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without re-
stricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, indoor beds, stoves and water heaters. All
of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that
all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their suc-
cessors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his 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 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 hereby are made a part hereof the same as though they were hereon set out in full and shall be binding on
Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.
M. Sardar A. Khan (Seal) AMBERINA KHAN (Seal)
M. Sardar A. Khan (Seal) (Seal)

State of Illinois, County of _____, ss., I, the undersigned, a Notary Public in and for said County,
in the State aforesaid, DO HEREBY CERTIFY that M. Sardar A. Khan
a/k/a M. Sardarar Khan and Amberina Khan, his wife

IMPRESS SEAL HERE
" OFFICIAL SEAL "
RUSSELL J. ARMSTRONG
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/21/92

personally knows to me to be the same person ^S whose name ^S
subscribed to the foregoing instrument, appeared before me the 18th day in person, and acknowl-
edged 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 _____ day of _____ 19 90
Commission expires _____ 19 _____
Russell J. Armstrong Notary Public

This instrument prepared by: Drita Pekovic 6445 N. Western Avenue
Chicago, IL 60645

NAME John T. Schraidt
MAIL TO: ADDRESS 6445 N. Western Avenue
CITY AND STATE Chicago, IL ZIP CODE 60645

ADDRESS OF PROPERTY:
9217 South Thomas
Bridgeview, Illinois
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED
SEND SUBSEQUENT TAX BILLS TO:
(Name) _____
(Address) _____

90358437
DOCUMENT NUMBER

OR RECORDER'S OFFICE BOX NO. _____

UNOFFICIAL COPY

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHEREIN THESE BEGIN:

1. Mortgagors shall (1) keep said premises in good condition and repair, without waste, (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof, (4) pay when due any indebtedness which may be secured by a lien on charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior liens to Trustee or to holders of the note, (5) except as within a reasonable time any building or building now or at any time in process of erection upon said premises, and comply with all requirements of law or municipal ordinances in respect to the premises and the use thereof, (6) make no encroachments on said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
2. Mortgagors shall pay before any penalties attached all 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 Trustee or to holders of the note the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the amount provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises covered against loss or damage by fire, lightning and windstorms under policies providing for payment in the event of loss or damage of amounts sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, and in case of loss or damage, to Trustee for the benefit of the holders of the note, such policies shall be maintained by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including policies and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
4. In case of default hereof, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or release from any tax sale or forfeiture affecting said premises or content any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum, location of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the original note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
7. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof, and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In addition to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar acts and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the activity or inactivity of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or be usual in such case for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become a lien to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, (2) the deficiency in case of a sale and deficiency.
10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
12. Trustee has no duty to examine the title, location, existence or condition of the premises, nor shall Trustee be obligated to amend this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.
13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the person herein designated as the maker thereof, and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the person herein designated as the maker thereof.
14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which the instrument shall have been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, the then Recorder or Registrar of Titles shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have been named in the principal note or this Trust Deed.

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Identification No. mentioned in the within Trust Deed has been identified hereunder with Identification No. _____

90358437

LOAN NO. 15266000
AMOUNT \$ 20,000.00
MATURITY July 1, 1991
DATE July 17, 1990

COMMERCIAL TERM NOTE

THIS NOTE REPRESENTS A DEVON BANK LETTER OF CREDIT.

PROCEEDS OF LOAN APPLIED TO:
1. PAYMENT OF ...
2. ...

July 17 1990

For value received, the undersigned borrower do hereby pay to the order of DEVON BANK ... 20,000.00 plus interest ...

SECTION I - INTEREST

- 1. Interest shall accrue on the unpaid principal balance outstanding hereunder to time from ...
2. Interest shall accrue on the unpaid principal balance outstanding from time to time from ...

SECTION II - PAYMENT

- 1. Repayment of the indebtedness shall be in equal principal payments due on ...
2. Other ...

As a security for payment of the LIABILITIES, the undersigned hereby assigns, conveys or agrees to assign to the lender all and singular interest in the COLLATERAL ...

The undersigned hereby warrants and agrees that the Lender is Attorney-in-Fact to execute on behalf of the undersigned any and all financing statements, amendments thereto ...

- (a) Transfer all or any part of the COLLATERAL into the name of the Lender or its nominee, with or without recourse;
(b) Notify some of all parties obligated on any of the COLLATERAL to make payment to the Lender of any of all amounts due or to become due thereon;
(c) Enforce collection of any of the COLLATERAL by suit or otherwise, or surrender, release or exchange all or any part of the COLLATERAL, or compromise, extend or renew for any period (with or without recourse) any indebtedness ...

UPON DEFAULT, (1) this Note and any and all other LIABILITIES shall in the sole discretion of the Lender and without demand or notice become immediately due and payable; (2) the undersigned shall pay all expenses of the Lender ...

If any notification of intended disposition of any of the COLLATERAL is received by the Lender, such notification shall be deemed conclusively and irrevocably given if mailed at least five (5) days before such intended disposition. Any such notification shall be transmitted to the Lender ...

The undersigned does hereby warrant and agree that the Lender may, from time to time, extend or renew the term of this Note or any COLLATERAL for the LIABILITIES, all without notice to or consent of any of the undersigned and without affecting the LIABILITIES of the undersigned.

No delay or omission on the part of the Lender in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note or any supporting instrument. A waiver on any one occasion shall not be construed as a waiver of any such right or remedy on any future occasion.

The following definitions apply to the terms and phrases used herein and in the guaranty on the reverse side hereof:
A. "Collateral" means the property in which the undersigned has granted the Lender a continuing security interest as set forth in the definition of the LIABILITIES, and any and all other property of every kind or description of the undersigned now or hereafter in the possession or control of the Lender ...

THE UNDERSIGNED AGREES TO THE TERMS OF THIS NOTE SET FORTH ABOVE AND TO THE ADDITIONAL TERMS AND PROVISIONS ON THE REVERSE SIDE OF THIS NOTE.

MADE WINGS, INC. DEVON BANK WINGS TRAVEL, INC. 633 N. FARMERS, CHICAGO, ILLINOIS 60642
BY: M. SAGOR A. KAHN, CHAIRMAN OF THE BOARD 9017 SOUTH THOMAS, BRIDGEVIEW, ILLINOIS
M. SAGOR A. KAHN 9017 SOUTH THOMAS, BRIDGEVIEW, ILLINOIS
M. SAGOR A. KAHN 9017 SOUTH THOMAS, BRIDGEVIEW, ILLINOIS
6315 N. CLAMOND/6316 N. ROCKWELL, CHICAGO, IL

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*LEGAL DESCRIPTION RIDERS 4 3 7

Lot 1 in First Addition to The Mosque Foundation and Center Area Subdivision of Lot 3 in Block 5 in Frederick H. Bartlett's First Addition to Harlem Avenue Acres, a subdivision (except railroad right of way) of the South half of the North half of the Southeast quarter of Section 1, Township 37 North, Range 12, ~~East~~ of the Third Principal Meridian, in Cook County, Illinois.

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