

UNOFFICIAL COPY

TRUST DEED

1991 OCT 25 PM 4:12

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

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THIS INDENTURE, made October 18, 1991, between Akbar Beyah, DIVORCED AND SINCE REMARRIED

herem referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herem 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 herem referred to as Holders of the Note, in the principal sum of Eighteen Thousand Seven Hundred Fifty (\$18,750.00) Dollars,

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

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from October 18, 1991 on the balance of principal remaining from time to time unpaid at the rate of nine (9) per cent per annum in instalments (including principal and interest) as follows:

FOUR HUNDRED SIXTY SIX AND 59/100 (\$466.59) Dollars or more on the 1st day of November 1991 and FOUR HUNDRED SIXTY SIX AND 59/100 (\$466.59) Dollars or more on

the 1st 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 1st day of October, 1995. 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 12 per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Cook County, 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 Mr. & Mrs. Joseph Berry in said City, c/o 4401 S. Prairie Ave., Chicago, Illinois

160318
CAMPBELL

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 2 IN BARRY AND WELLS'S SUBDIVISION OF LOTS 1 AND 2 (EXCEPT THE EAST 24 FEET THEREOF) OF NEARLY 4 ACRES OF THE NORTH 1/4 ACRES OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 4403 So. Prairie Avenue Chicago, Illinois 60673
PIN # 20-03-310-002-0000

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 thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including without limiting the foregoing, screens, window shades, storm doors and windows, floor coverings, major 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.

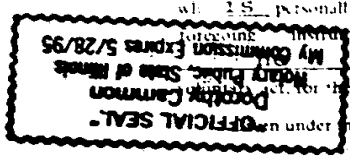
TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the terms and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits 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 and seal of Mortgagors the day and year first above written.

Akbar Beyah [SEAL] AKBAR BEYAH [SEAL]

STATE OF ILLINOIS } ss THE UNDERSIGNED }
County of Cook } a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Akbar Beyah, DIVORCED AND NOT SINCE REMARRIED



wh. IS personally known to me to be the same person whose name IS subscribed to the foregoing instrument, appeared before me this day, in person and acknowledged that signed, sealed and delivered the said Instrument as his free and sole act, for the uses and purposes therein set forth.

18th day of October 1991
Dorothy Cannon Notary Public

Notarial Seal

13.00

91558186

UNOFFICIAL COPY

FOR RECORDS INDEX PURPOSES
INSER! STREET ADDRESS ABOVE
DESCRIPTIVE PROPERTY WORDS

CHICAGO TITLE AND TRUST COMPANY
Assistant Secretary
Trustee

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND TRUSTEESHIP COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

- Mortgagee shall promptly report, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage by fire, or assessment which Mortgagee may desire to contest.
- Mortgagee shall pay before any general 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 material information as to the amount of such taxes, special assessments, water charges, sewer service charges, and other charges against the premises.
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17. Trustee shall have no duty to examine the title, location, existence or condition of the premises, nor to inquire into the validity of the signatures of the party or authority of the signatories of the note or trust deed, nor shall Trustee be obligated to record this trust deed or to execute any power herein given unless expressly obligated by the terms hereof, nor shall Trustee be held liable for any negligent act or omission hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

18. 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 of the note, and in the request of any person who may present it before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested by a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number corresponding to the number placed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the person designated as the maker hereof, and where the release is requested by a successor trustee, the original trustee and it has never been recorded or assigned to a third party, and where the release is requested by a successor trustee, the original trustee and it has never been recorded or assigned to a third party.

19. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Registrar of Deeds of the county in which this instrument is recorded shall be designated as successor trustee.

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