

TRUST DEED

91103829

CTTC 7

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, MADE MARCH 5, 1991 between MURAD M. FAZAL & NURUL ISLAM

PARKWAY BANK here in referred to as Mortgagors," and CHICAGO 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 * *15,000.00* *

FIFTEEN THOUSAND AND NO/100----- 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 sum and interest from MARCH 5, 1991 on the balance of principal remaining from time to time upaid at the rate of 11.25 per cent per annum in instalments (including principal and interest) as follows:

FOUR NINETY TWO AND 85/100----- Dollars or more on the 5th day of APRIL 19 91, and FOUR HUNDRED NINETY TWO AND 85/100----- Dollars or more on the 5th 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 5th day of MARCH, 1994. 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 14.25 per annum, and all of said principal and interest being made payable at such banking house or trust company in HARWOOD HEIGHTS 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 PARKWAY BANK & TRUST COMPANY in said City.

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, lying and being in the VILLAGE OF PALATINE COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

PARCEL I:

UNIT # '4-24' IN THE GROVES OF HIDDEN CREEK CONDOMINIUM 1, AS DELINEATED ON SURVEY OF

PART OR PARTS OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS (HEREINAFTER REFERRED TO AS PARCEL), WHICH SURVEY IS ATTACHED AS EXHIBIT E TO DECLARATION OF CONDOMINIUM MADE BY THE LA SALLE NATIONAL BANK, BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 11, 1972 KNOWN AS TRUST #44398 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 22,827,823 AS AMMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY & SPACE COMPRISING ALL THE UNITS THEREOF IS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

SEE ATTACHED FOR PARCEL II

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 therein or thereon 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, inador 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 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 and seal of Mortgagors the day and year first above written.

BY: MURAD FAZAL (SEAL) BY: NURUL ISLAM (SEAL)

91103829

STATE OF ILLINOIS, I, THE UNDERSIGNED, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT MURAD FAZAL AND NURUL ISLAM

who ARE personally known to me to be the same person S whose nameS THEY subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEIR signed, sealed and delivered the said Instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5th day of MARCH 19 91

OFFICIAL SEAL, DOROTHY H. BARNES, MY COMMISSION EXP. JAN. 16, 1992

Dorothy H. Barnes Notary Public

UNOFFICIAL COPY 3329

PARCEL II:

APPURTENANT
EASEMENT TO AND FOR THE BENEFIT OF PARCEL I AS SET FORTH IN THE
DECLARATION OF EASEMENT RECORDED AUGUST 26, 1974 AS DOCUMENT NO. 22,827,822 AND CREATED
BY DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 11,
1972 AND KNOWN AS TRUST NO. 44398 RECORDED OCTOBER 7, 1973,
AS DOCUMENT NO. 23,247,638 FOR INGRESS AND EGRESS, IN COOK COUNTY , ILLINOIS

P.I.N. #02-01-400-017-1070

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$14.29
TR#2022 TRAN 6147 03/07/91 15:32:00
#6381 # B *--91--103829
COOK COUNTY RECORDER

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