

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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ACCOMMODATION

02730748

THIS INDENTURE WITNESSETH That Mohamed Ali Khan and Asfia Iqbal, his wife, in joint tenancy (hereinafter called the Grantor), of 9202 Greenwood Ave., Des Plaines, Illinois 60016

for and in consideration of the sum of Two Hundred Forty Five Thousand and no/100 (\$245,000.00) Dollars in hand paid, CONVEY AND WARRANT to First of America Bank - Northeast Illinois, N.A. of 9101 Greenwood Ave., Niles, IL 60714

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 appertaining thereto, together with all rents, issues and profits of said premises, situated in the County of Cook and State of Illinois, to-wit:

LOT 16 AND THE EAST 27 FEET OF LOT 15 IN GREENWOOD HEIGHTS, A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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(s): 09-14-107-010 AND 09-14-107-020
Address(es) of premises: 9202 GREENWOOD AVENUE, DES PLAINES, ILLINOIS

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein WHEREAS The Grantor is justly indebted to ONE principal promissory note bearing even date herewith payable

to the order of First of America Bank - Northeast Illinois, N.A. at its office in Niles, Illinois the principal amount of Two Hundred Forty Five Thousand and no/100 (\$245,000.00) with interest at a fixed rate of 11.5% per annum. Repayment of this indebtedness shall be in a single principal payment on August 3, 1993. Interest on the unpaid principal balance shall be made monthly beginning on September 3, 1992 and continuing on the same day of each month thereafter until the indebtedness herein is fully paid.

8300

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness and the interest thereon, as herein and in said note or 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 on 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 any clause attached payable to the first Trustee or Mortgagee, and secondly, to the Trustee herein as their interests may appear, which policies shall be left and remain with the 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 the same shall become due and payable.

IN THE EVENT of failure 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 purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all monies so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 18.0 percent per annum shall be as much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the abovesaid covenants or agreements, the holder 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 18.0 percent 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 preparing 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 upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether a decree of sale shall have been entered or not, shall not be dismissed, or a release hereof given, until all such expenses and disbursements, and the costs thereof, including attorney's fees, have been paid. The Grantor, for the Grantor, and for the heirs, executors, administrators and assigns of the Grantor, gives 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 party 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 Mohamed Ali Khan Iqbal and Asfia Iqbal, His Wife

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

First of America Bank, Northeast Illinois, N.A. 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, 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 abovesaid 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 to be

Witness the hand and seal of the Grantor this 3rd day of August, 1992

Please print or type name(s) below signature(s)

X [Signature] (SEAL)
Mohamed Ali Khan Iqbal

X [Signature] (SEAL)
Asfia Iqbal

This instrument was prepared by G. Cocks, First of America Bank - Northeast Illinois, N.A. 9101 Greenwood Ave. Niles, IL 60714

CENTENNIAL TITLE INCORPORATED

THIS INSTRUMENT IS A SECOND MORTGAGE

02730748

Box 343

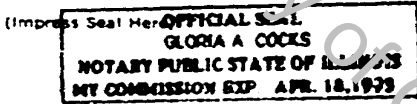
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STATE OF Illinois)
COUNTY OF Cook) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mohamed Ali Khan Iqbal and Asfia Iqbal

personally known to me to be the same persons whose names 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 3rd day of August, 1992.



Gloria A Cocks
Notary Public

Commission Expires

COOK COUNTY CLERK'S OFFICE

1992 OCT -2 AM 11:34

92732748

92732748

PROPERTY OF COOK COUNTY CLERK'S OFFICE

BOX No.

SECOND MORTGAGE
Trust Deed

TO

Box 343

Gloria A Cocks
GEORGE E. COLE
LEGAL FORMS