

UNOFFICIAL COPY

TRUST DEED

THIS INSTRUMENT PREPARED

BY: SANDI TAICH
8830 ROOT #4
NILES, IL 60714

92989825

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made DECEMBER 18,

1992 between MARGARET SANTOS ABDELQADER

AND JUMAH H ABDELQADER, JOINT TENANTS

herein referred to as "Mortgagors," and CHICAGO TITLE AND 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 Note hereinabove described, said legal holder or holders being herein referred to as "Holders of the Note"

FOURTEEN THOUSAND FIVE HUNDRED SIXTY ONE

[] in the Total of Payments of \$, or DOLLARS AND THIRTY-SEVEN CENTS
[X] in the Principal Amount of Loan of \$ 14561.38 , together with interest on unpaid balances of the
Principal Amount of Loan at the Agreed Rate of Finance Charge Per Year set forth in the Note.

evidenced by one certain Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER, the last payment to fall due on JANUARY 23, 1998 . It is the intention hereof to secure the payment of the total indebtedness of Mortgagors to the Holders of the Note, within the limits prescribed herein.

NOW, THEREFORE, the Mortgagors to secure the payment of the said indebtedness in accordance with the terms, provisions and limitations of this trust deed, and also to secure the repayment of any and all future advances and sums of money which may from time to time hereafter be advanced or loaned to Mortgagors by the Holders of the Note, provided however, that the principal amount of the outstanding indebtedness owing to the Holders of the Note by Mortgagors at any one time shall not exceed the sum of \$200,000.00, and also to secure 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, situated, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 80 IN HUNTINGTON'S SUBDIVISION OF BLOCK 4 IN JOHNSTON AND LEE'S SUBDIVISION OF THE SOUTH WEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-20-302-032

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 plodged 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, 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 S and seal S of Mortgagors the day and year first above written

MARGARET SANTOS ABDELQADER

(SEAL)

JUMAH H ABDELQADER

(SEAL)

Sandi Taich

(SEAL)

(SEAL)

STATE OF ILLINOIS

ss.

I, SANDI TAICH

County of COOK

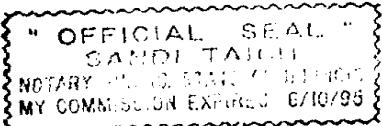
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
THAT MARGARET SANTOS ABDELQADER AND JUMAH H ABDELQADER

who ARE personally known to me to be the same person S whose name S 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.

Given under my hand and Notarial Seal this 18 day of DECEMBER 19 92.

Sandi Taich, Notary Public

Notarial Seal



UNOFFICIAL COPY

60608

PLACE IN RECORDED OR INDEXED FORM. USE BOX NUMBER
CHICAGO, IL 60608-3202 MAIL TO: CHICAGO TITLE AND TRUST COMPANY

171 N CLARK STREET
ATTN: NOTE IDENTIFICATION DEPT
MAIL TO: CHICAGO TITLE AND TRUST COMPANY

FOR RECORDERS' INDEX PURPOSES
IN SINGER STREET ADDRESS HERE

CHICAGO TITLE AND TRUST COMPANY.
DEED IS FILED FOR RECORD.

TRUST SHOULD BE DETERMINED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTANT NOTE SECURED BY THIS MORTGAGE, WHETHER OR NOT SUCH PERSONS SHALL RECEIVE FOR ITS SERVICES A FEE AS DETERMINED BY ITS ATTORNEY PURSUANT TO THE PROVISIONS OF THE "TRUST AGREEMENT ACT" OF THE STATE OF ILLINOIS, SHALL BE APPLICABLE TO THIS TRUST DEED.

16. BORROWER SHALL BE ENTITLED TO RECEIVE FROM SUCCESSIONS SHALL RECEIVE FOR ITS SERVICES A FEE AS DETERMINED BY ITS ATTORNEY PURSUANT TO THE PROVISIONS OF THE "TRUST AGREEMENT ACT" OF THE STATE OF ILLINOIS, WHICH SHALL BE APPLICABLE TO THIS TRUST DEED.

15. THIS TRUST DEED AND ALL PROVISIONS HEREOF, SHALL EXTEND UNTIL PAYMENT IN FULL OF THE PRINCIPAL OR PAYMENT IN FULL OF THE INTEREST, WHETHER OR NOT SUCH PERSONS SHALL RECEIVE FOR ITS SERVICES A FEE AS DETERMINED BY ITS ATTORNEY PURSUANT TO THE PROVISIONS OF THE "TRUST AGREEMENT ACT" OF THE STATE OF ILLINOIS, WHICH SHALL BE APPLICABLE TO THIS TRUST DEED.

14. TRUSTEE MAY NOTIFY BORROWER IN WRITING THAT HE HAS BEEN FAMILIAR WITH THE DESCRIPTION OF THE NOTE AND WITH THE POWERS AND AUTHORITY AS SET FORTH IN THIS TRUST DEED AND WITHIN WHICH HE HAS BEEN PRESENTED WITHIN HIS DISCRETION AS TO THE USE OF THE REVENUE OF THE TRUSTEE, IN ACCORDANCE WITH THE PROVISIONS OF THIS TRUST DEED, OR AS TO THE EXPENDITURE OF THE REVENUE OF THE TRUSTEE, IN ACCORDANCE WITH THE PROVISIONS OF THIS TRUST DEED.

13. TRUSTEE SHALL DELIVER TO BORROWER A COPY OF THE MORTGAGE, PROVIDED, HOWEVER, THAT THIS TRUSTEE IS NOT REQUIRED TO DELIVER A COPY OF THE MORTGAGE TO BORROWER IF THE BORROWER HAS BEEN PRESENTED WITHIN HIS DISCRETION AS TO THE USE OF THE REVENUE OF THE TRUSTEE, IN ACCORDANCE WITH THE PROVISIONS OF THIS TRUST DEED.

12. TRUSTEE HAS NO DUTY TO EXAMINE THE TITLE, LOCATION, EXISTENCE OR CONDITION OF THE PREMISES OR TO INQUIRE INTO THE VAULTS OF THE TRUSTEE OR THE VAULTS OF ANY OTHER PERSON SO LONG AS THE TRUSTEE'S POSITION IS FREE FROM PERSONAL LIABILITY FOR THE VAULTS OF THE TRUSTEE.

11. NO ACTION FOR THE RECOVERY OF THE HONOR OF THE NOTE MAY BE BROUGHT AGAINST THE TRUSTEE, WHETHER OR NOT THE TRUSTEE HAS BEEN PRESENTED WITHIN HIS DISCRETION AS TO THE USE OF THE REVENUE OF THE TRUSTEE, IN ACCORDANCE WITH THE PROVISIONS OF THIS TRUST DEED.

10. NO ACTION FOR THE RECOVERY OF THE HONOR OF THE NOTE MAY BE BROUGHT AGAINST THE TRUSTEE, WHETHER OR NOT THE TRUSTEE HAS BEEN PRESENTED WITHIN HIS DISCRETION AS TO THE USE OF THE REVENUE OF THE TRUSTEE, IN ACCORDANCE WITH THE PROVISIONS OF THIS TRUST DEED.

9. ALL COSTS AND EXPENSES INCURRED IN THE RECOVERY OF THE NOTE, WHETHER OR NOT THE TRUSTEE HAS BEEN PRESENTED WITHIN HIS DISCRETION AS TO THE USE OF THE REVENUE OF THE TRUSTEE, IN ACCORDANCE WITH THE PROVISIONS OF THIS TRUST DEED.

8. ALL COSTS AND EXPENSES INCURRED IN THE RECOVERY OF THE NOTE, WHETHER OR NOT THE TRUSTEE HAS BEEN PRESENTED WITHIN HIS DISCRETION AS TO THE USE OF THE REVENUE OF THE TRUSTEE, IN ACCORDANCE WITH THE PROVISIONS OF THIS TRUST DEED.

7. UPON, OR AT ANY TIME AFTER THE FILING OF A BILL TO REMOVE THE NOTE, WHETHER OR NOT THE TRUSTEE HAS BEEN PRESENTED WITHIN HIS DISCRETION AS TO THE USE OF THE REVENUE OF THE TRUSTEE, IN ACCORDANCE WITH THE PROVISIONS OF THIS TRUST DEED.

6. MORTGAGORS SHALL PAY EACH ITEM OF INDEBTEDNESS HEREIN STATED, WHETHER OR NOT THE TRUSTEE HAS BEEN PRESENTED WITHIN HIS DISCRETION AS TO THE USE OF THE REVENUE OF THE TRUSTEE, IN ACCORDANCE WITH THE PROVISIONS OF THIS TRUST DEED.

5. THE TRUSTEE SHALL PAY TO THE BORROWER IN ANY AMOUNT OF LESS THAN EIGHTY DAYS PRIOR TO THE REPAYMENT DATE PAYABLE AT THE BORROWER'S PLACE OF BUSINESS, ALL EXPENSES, ATTORNEY FEES, EXPENSES OF PREPARATION OF THE MORTGAGE, AND EXPENSES OF PREPARATION OF THE MORTGAGE, WHETHER OR NOT THE TRUSTEE HAS BEEN PRESENTED WITHIN HIS DISCRETION AS TO THE USE OF THE REVENUE OF THE TRUSTEE, IN ACCORDANCE WITH THE PROVISIONS OF THIS TRUST DEED.

4. IN CASE OF DEFAULTE THEREIN, TRUSTEE OR THE HOLDERS OF THE NOTE HEREBY AUTHORIZE RECEIPT OF PAYMENTS, WHETHER OR NOT THE NOTE HAS BEEN PRESENTED WITHIN HIS DISCRETION AS TO THE USE OF THE REVENUE OF THE TRUSTEE, IN ACCORDANCE WITH THE PROVISIONS OF THIS TRUST DEED.

3. MORTGAGORS WHICH MORTGAGEES, HEREBY AGREE TO PAY IN FULL PURSUANT TO THE PROVISIONS OF THIS TRUST DEED, ALL EXPENSES OF PREPARATION OF THE MORTGAGE, WHETHER OR NOT THE TRUSTEE HAS BEEN PRESENTED WITHIN HIS DISCRETION AS TO THE USE OF THE REVENUE OF THE TRUSTEE, IN ACCORDANCE WITH THE PROVISIONS OF THIS TRUST DEED.

2. MORTGAGORS WHICH MORTGAGEES, HEREBY AGREE TO PAY IN FULL PURSUANT TO THE PROVISIONS OF THIS TRUST DEED, ALL EXPENSES OF PREPARATION OF THE MORTGAGE, WHETHER OR NOT THE TRUSTEE HAS BEEN PRESENTED WITHIN HIS DISCRETION AS TO THE USE OF THE REVENUE OF THE TRUSTEE, IN ACCORDANCE WITH THE PROVISIONS OF THIS TRUST DEED.

1. MORTGAGEES WHICH MORTGAGEES, HEREBY AGREE TO PAY IN FULL PURSUANT TO THE PROVISIONS OF THIS TRUST DEED, ALL EXPENSES OF PREPARATION OF THE MORTGAGE, WHETHER OR NOT THE TRUSTEE HAS BEEN PRESENTED WITHIN HIS DISCRETION AS TO THE USE OF THE REVENUE OF THE TRUSTEE, IN ACCORDANCE WITH THE PROVISIONS OF THIS TRUST DEED.