

TRUST AND  
SECOND MORTGAGE (ILLINOIS)

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COOK COUNTY, ILLINOIS  
FOR RECORD

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THIS INDENTURE WITNESSETH That AZIZ HAMDAN

(hereinafter called the Grantor), of  
559 E. 79th St., Chicago, IL 60619

for and in consideration of the sum of TEN

Dollars  
in hand paid, CONVEY AND WARRANT to MOHAMMED ALIA  
and LINDA ALIA, his wife,

of 156 70 Peachtree Dr., Orland Park, IL

as Trustees, 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 appurtenant thereto, together with all  
rents, issues and profits of said premises, situated in the County of COOK

Above Space For Recorder's Use Only

and State of Illinois, to-wit:

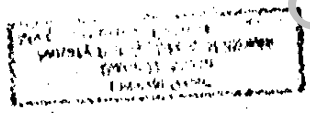
Lot 1 and Lot 2 (except the West 7.36 feet) in Block 5 in Chatham  
Fields, being a Subdivision of the Northeast 1/4 of Section 34,  
Township 38 North, Range 14, East of the 3rd Principal Meridian,

Hereby releasing and waiving all claims under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number: 20-34-203-032

Address(es) of premises: 559 West 79th St., Chicago, IL 60619

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



COOK COUNTY SECOND MORTGAGE

THIS GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, when and in said note or notes 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 repair all buildings or improvements on and  
premises that may have been destroyed or damaged; (4) that a note to said premises shall not be deemed lost 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. Such is hereby authorized to place such insurance in companies  
acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first to the first Trustee or Mortgagee, and second, 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 so 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 discharge 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 money so paid, the Grantor agrees to repay immediately  
without demand, and the same with interest thereon from the date of payment, at the rate of 10 per cent per annum shall be so much additional  
indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, or failure to pay 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 the rate of 10 per cent 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 term.

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 stamps, stenographer's charges, cost of procuring or completing 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 on said premises, shall be taxed as costs and included in any decree that may be rendered in  
such foreclosure proceedings, which proceeding, what order of sale shall have been entered or not, shall not be dismissed, nor release hereof given,  
until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs,  
executors, administrators and assigns of the Grantor, waives 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 Debt, the court in which such complaint is filed, may at once and  
without notice to the Grantor, or to any party acting 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: MOHAMMED ALIA, and LINDA ALIA

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

JAMES E. MANNING 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 aforesaid 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 made in Illinois, and conditions of Installment Note, dated June 22,  
1993, in the sum of \$30,000.00.

Witness the hand and seal of the Grantor this 22nd day of June, 1993

Aziz Hamdan (REAL)  
Alia Hamdan

(REAL)

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

This instrument was prepared by JAMES E. MANNING, Atty., 10827 S. Western Av., Chicago, IL  
(NAME AND ADDRESS)

Doc 497

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# UNOFFICIAL COPY

RESERVED FOR THE CLERK OF COOK COUNTY

STATE OF ILLINOIS

ss.

COUNTY OF COOK

I, SAMI N. MUSA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that AZIZ HAMDAN

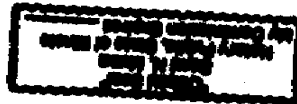
personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of non est cad.

Given under my hand and official seal this 22nd day of June, 19 93.

(Impress Seal Here)

*Sami N. Musa*  
Notary Public

Commission Expires JUNE 27, 1995



PROPERTY OF COOK COUNTY CLERK'S OFFICE

93515908

BOX No.

SECOND MORTGAGE  
**Trust Deed**

TO

George E. Cole  
Notary Public  
Cook County, Illinois

GEORGE E. COLE  
LEGAL FORMS