

# UNOFFICIAL COPY

## TRUST DEED SECOND MORTGAGE (ILLINOIS)

94743815

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DEPT-01 RECORDING \$23.50  
T#0004 TRAN 5950 08/23/94 14:16:00  
9628 & L.F \*--94-743815  
COOK COUNTY RECORDER

THIS INDENTURE WITNESSETH, That GHULAM J. KHAN  
(hereinafter called the Grantor), of  
4504 So. Knox Chicago, Illinois  
(City and State) (City) (State)  
for and in consideration of the sum of ten dollars and 00/100  
Dollars  
in hand paid, CONVEY & WARRANT & to MEER M. ALI  
of P.O. Box 430 Markam, Illinois  
(No. and Street) (City) (State)

Above Space for Recorder's Use Only

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

and State of Illinois, to-wit: THE SOUTH 33

FEET OF THE NORTH 66 FEET OF LOT 21 IN FREDERICK H. BARTLETT'S 48th AVENUE SUBDIVISION OF LOT 1 (EXCEPT RAILROAD) IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND PART OF THE NORTHWEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 36 TOWNSHIP 38 NORTH, RANGE 15, 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): 19-03-310-030  
Address(es) of premises: 4504 So. Knox Chicago, Illinois

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

TO MEER M. ALI

94743815

THE GRANTOR covenants and agrees as follows: (1) to pay said indebtedness, and the interest thereon as herein 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 or build or rebuild all buildings or improvements on said premises that may have been destroyed or damaged, (4) that waste to 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 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 said 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.

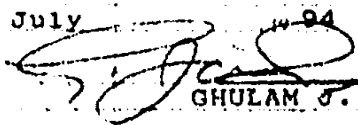
IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises 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 12 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 the whole 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 12 per cent per annum, shall be recoverable by foreclosure thereon, 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 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 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, nor release hereof given, until all such expenses and disbursements, and the cost 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 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: Ghulam J. Khan  
Cook County of the grantee, or of his resignation, refusal or failure to act, then  
And Licensed Illinois Attorney 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 property to the party entitled, on receiving his reasonable charges.  
This trust deed is subject to Existing 1st Mortgage

Witness the hand and seal of the Grantor this 28th day of July

  
GHULAM J. KHAN (SEAL)

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

(SEAL)

This instrument was prepared by Andrew M. Viola 4114 W. 63rd St. Chicago, Illinois 60629  
(NAME AND ADDRESS)

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STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Andrew M. Viola, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ghulam J. Khan

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 homestead.

Given under my hand and official seal this 28th day of July, 1994

(Impress Seal Here)

*Andrew M. Viola*  
Notary Public

Commission Expires June 11th, 1995

" OFFICIAL SEAL "  
ANDREW M. VIOLA  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 6/11/95

94743815

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**

CHULAM J. KHAN

TO

MEER M. ALI



ANDREW M. VIOLA  
ATTORNEY AT LAW  
470 WEST 63RD STREET  
CHICAGO, ILLINOIS 60629

GEORGE E. COLE  
LEGAL FORMS