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TRUST DEED

95153234

DEPT-01 RECORDING \$29.00  
T#0012 TRAN 2885 03/07/95 11:43:00  
\$4288 + FB # -95 - 153234  
COOK COUNTY RECORDER

783658

CTTC7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made February 16<sup>th</sup> 19 95, between MOHAMMAD SADDIQ and BILQUIS SADDIQ (Husband and Wife)

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 Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of \$2900

-----ONE HUNDRED THOUSAND AND NO/100----- Dollars, evidenced by one certain Instalment Note of even date herewith, made payable to THE ORDER OF ~~BARBARA~~ SPERO PALLADINO and BARBARA PALLADINO, not as tenants in common but as joint tenants with rights of survivorship, and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from February 16<sup>th</sup>, 1995, the balance of principal remaining from time to time unpaid at the rate of 7 3/4 per cent per annum in instalments (including principal and interest) as follows:

-----SEVEN HUNDRED FIFTY FIVE & 33/100 (\$755.33)----- Dollars or more on the 1st day of April 19 95, and SEVEN HUNDRED FIFTY FIVE & 33/100 (\$755.33) Dollars or more on the 1st 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 1st day of March, 2000. 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 12 1/2% per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, 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 Spero Palladino, 7110 West ~~11th~~ Agatitle, Norridge, IL 60634

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, situate, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lots 2 and 3 in Block 1 in Javoras and Johnson's Westfield Manor, a subdivision of the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 29, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 13-29-103-019-0000 and 13-29-103-023-0000

Commonly Known As: 6007-6011 West Belmont, Chicago, Illinois

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 or mortgaged 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.

Mohammad Saddiq (SEAL) Bilquis Saddiq (SEAL)  
MOHAMMAD SADDIQ BILQUIS SADDIQ

STATE OF ILLINOIS, I, \_\_\_\_\_, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Mohammad Saddiq and Bilquis Saddiq, Husband and Wife,

who are personally known to me to be the same person as whose name is 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.

Notary Public, State of Illinois

Kristana Eidschun Notary Public, State of Illinois

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BOX 333-CT

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**RIDER "A" TRUST DEED DATED FEBRUARY 16, 1995  
BETWEEN MOHAMMED SADDIQ AND BILQUIS SADDIQ ("MORTGAGORS")  
AND CHICAGO TITLE AND TRUST COMPANY ("TRUSTEE")**

1. **Deposits for Taxes.** In order to assure the payment of taxes payable with respect to the premises from the Tax Deposits, as hereinafter defined, as and when the same shall become due and payable:

(a) The Mortgagors shall deposit with the Trustee or Holders of the Note on the first day of each and every month, commencing with the date the first payment of interest and/or principal and interest shall become due on the Indebtedness Hereby Secured, an amount equal to:

i) One-Twelfth (1/12) of the taxes next to become due upon the premises; provided that, in the case of the first such deposit, there shall be deposited in addition an amount as estimated by the Trustee or Holders of the Note which, when added to monthly deposits to be made thereafter as provided for herein, shall assure to the Trustee's or Holders of the Note satisfaction that there will be sufficient funds on deposit to pay taxes as they come due;

provided that the amount of such deposits (herein generally called "Tax Deposits") shall be based upon the Trustee's or Holders' of the Note reasonable estimate as to the amount of taxes next to be payable; and all Tax Deposits shall be held by the Trustee or Holders of the Note without any allowance of interest thereon. Trustee and Holders agree that the reasonable estimate of taxes next to be payable will not exceed 120% of the most recent ascertainable taxes. After the Indebtedness Hereby Secured has been paid in full any remaining Tax Deposits shall be promptly returned to Mortgagor.

(b) Trustee or Holders of the Note shall provide Mortgagors with written proof of payment of real estate taxes within 30 days of payment.

(c) Notwithstanding anything to the contrary, the Trustee or Holders of the Note shall not be liable for the payment of taxes if there are insufficient funds in the tax escrow for the payment of a current tax bill. In the event there are or will be insufficient funds in escrow to pay a current tax bill, Mortgagor shall pay to the Trustee or the Holders of the Note the amount of the shortfall within 10 days of demand and upon receipt of such shortfall, the Trustee or Holders of the Note shall be liable for payment of taxes.

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STATE OF ILLINOIS  
DEPARTMENT OF REVENUE  
COMMERCIAL TAX DIVISION

NOTICE OF DELINQUENCY  
The following information is being furnished to you for your information. It is the responsibility of the taxpayer to verify the accuracy of this information.

On or about the date indicated below, you were assessed for the tax shown. If you have not paid the tax, you are delinquent.

The amount of the tax is shown in the column headed "Amount of Tax". The amount of the penalty and interest is shown in the column headed "Penalty and Interest". The total amount due is shown in the column headed "Total Amount Due".

If you have paid the tax, you should check the box in the column headed "Paid". If you have not paid the tax, you should check the box in the column headed "Not Paid".

If you have any questions, please contact the Commercial Tax Division at (312) 398-2000.

STATE OF ILLINOIS  
DEPARTMENT OF REVENUE  
COMMERCIAL TAX DIVISION

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2. **Insurance Coverage.** The Mortgagors will insure and keep insured the premises and each and every part and parcel thereof against such perils and hazards as the Trustee or Holders of the Note may from time to time reasonably require, and in any event including:

(a) Insurance against loss to all buildings and improvements now or hereafter situated on the premises caused by fire, lightning and risks covered by the so-called "all perils" endorsement and such other risks as the Trustee or Holders of the Note may reasonably require, in amounts (but in no event less than the initial stated principal amount of the Note equal to the full replacement value of the buildings and improvements, plus the cost of debris removal, with full replacement cost and endorsement;

(b) Comprehensive general public liability insurance against bodily injury and property damage in any way arising in connection with the premises with such limits as the Trustee or Holders of the Note may reasonably require and in any event not less than \$500,000.00 single limit coverage.

3. **Insurance Policies.** All policies of insurance to be maintained and provided as required by Section hereof shall:

(a) be in forms, companies and amounts reasonably satisfactory to the Trustee or Holders of the Note, and all policies of casualty insurance shall have attached thereto mortgage clauses or endorsements in favor of and with loss payable to Trustee for the benefit of the Holders of the Note;

(b) contain endorsements that no act or negligence of the insured or any occupant and no occupancy or use of the premise for purposes more hazardous than permitted by the terms of the policies will affect the validity or enforceability of such policies as against the Trustee or Holder of the Note.

(c) be written in amounts sufficient to prevent Mortgagors from becoming an co-insurer; and

(d) provide for thirty (30) days' prior written notice of cancellation to the Trustee or Holders of the Note.

and Mortgagors will deliver all policies, and including additional and renewal policies to the Trustee or Holders of the Note, and in case of insurance policies about to expire, the Mortgagors will deliver renewal policies not less than thirty (30) days prior to the respective dates of expiration. In the event of a default of more than thirty (30) days, or in the event Mortgagor fails to comply with this Paragraph 3, the Trustee or Holders of the Note shall require the Mortgagor to deposit with the Trustee or Holders of the Note, one-twelfth (1/12) of the annual premiums on each policy of insurance upon the premises; provided that with the first such deposit there shall be deposited in addition, an amount equal

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to one-twelfth (1/12) of such annual insurance premiums multiplied by the number of months elapsed between the date premiums on each policy were last paid to and including the date of deposit. Such deposits for insurance shall be held upon the same terms and conditions as the Tax Deposit except that such deposit shall be used for insurance premiums.

4. **Recording and Release of Trust Deed.** Trustee or Holders of the Note shall cause the Trust Deed to be identified with Chicago Title Insurance Company. Mortgagor shall pay to record the Trust Deed. Upon full payment of all amounts due under the indebtedness secured by the Trust Deed, Trustee or Holders of the Note shall promptly return to Mortgagor the original executed Note, *fully cancelled.*

5. **Transfer of the Property or a Beneficial Interest.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagors is sold or transferred and Mortgagors are not natural persons) without Trustee's or Holders' of the Note prior written consent, Trustees or Holders of the Note may, at its option, require immediate payment in full for all sums secured by this Security Instrument. However, this option shall not be exercised by Trustee or Holders of the Note if exercise is prohibited by federal law as of the date of this Security Instrument.

6. With respect to Paragraph 1 on the reverse side of the preprinted Trust Deed, Mortgagors shall not make any repairs, replacements, restorations, alterations or improvements to or on the premises in excess of \$3,000 without first obtaining the prior consent of Trustee or Holders of the Note. Any consent required by the Trustee or Holders of the Note shall not be unreasonably withheld.

*Mohammed Sadiq*  
\_\_\_\_\_  
MOHAMMED SADDIQ

*Bilquis Sadiq*  
\_\_\_\_\_  
BILQUIS SADDIQ

Identification No. \_\_\_\_\_

CHICAGO TITLE AND TRUST COMPANY

By: \_\_\_\_\_  
Assistant Secretary/Assistant  
Vice President

Realesta/Palladino.rid

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