ILE471462

#### FRUST DEED

UNOFFICIAL COPY7087344



Individual Mortgagor

[ ] Recorders Box 333

[ ] Mail To: The Chicago Trust Company Note ID and Release 171 North Clark

Chicago, IL 60601

DEPT-01 RECORDING \$27.50 TRAN 2590 02/06/97 12:11:00 CONTY RECORDER - 087344

035-063-0149179

797342

This trust deed consists of four pages (4 sheets 1 side). The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors. their heirs, successors and assigns.

THIS INDENTURE, made 07-04-1997

, between

SHAHZAD AHMED AND EVELYN AHMED . HUSBAND AND WIFE herein referred to as "Mertgagora" and THE CHICAGO TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to a TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Installment Note hereinafter described, said legal holder or holders being herein morred to as Holders Of The Notes, in the Total Principal Sum of \$21,040.93 TWENTY-ONE THOUSAND FORTY AND 93/100

DOLLARS, evidence by one certain Installment Moto of the Mortgagors of even date herewith, made psyable to THE ORDER OF BEARER OR OTHER PARTY and ordivered, in and by which said Note the Morgagota promises to pay the said principal sum and interest from 02-10-1997 on the balance of principal remaining from time to time unpaid at the rate provided in the Installment Note in installments (including principal and interest) as provided in said Installment Note until note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be the on the 15TH day of FEBRUARY, 2007. 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 marinder to principal. All of said principal and interest , Illinois, as holders of the nows shall be made payable at such banking house or trust company in may, from time to time, in writing appoint, and in the absence of such appointment, then at the location designated by the legal holders of the Installment Note.

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 to reaformance of the covenants and agreements and promises of the Mortgagors commined in the Installment Note and herein, by the Mortgagors to be performed, and also in the consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its faccious and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, for and being in the, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 2, IN BLOCK 133, IN HOPFMAN ESTATES X, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, PART OF THE SOUTHEAST 1/4 CP THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, THINSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ("Property Address");

595 ABERDEEN ST, HOFFMAN ESTATES, IL 60194

07-14-306-013

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35235 Page 1 of 4

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which with the property bereinster described, is referred carried the Company

FOGETHER with all improvements, tenements, essements, fixtures, and appurtenances thereto belonging, and all renus, issues and profits thereof for so long and during all each times as Mortgagors may be emitted thereto (which are pledged primarily and on a parity with said real estate and not accordantly), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, go, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), acreens, window shades, storm doors and windows, floor coverings, inador beds, awaings, staves, 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 mortgagous 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 apon 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. Witness the hand and seal of Mortgagors the day and year first above written.

WITNESS the hand and seal of Mortgagors	the day and year first al	ove written.	1
SHAHZAÐ AHMED	[SEAL]	- Grulia EVELYNAHAE	FAMILY SEAL
	(SEAL)	EVELTNIAHEE	(SEAL)
Ž.			
STATE OF ILLINOIS	×		797342
County of Cook	C		
4 Robert Sommer			the residing in said County, in the
state aforesaid, DO HEREBY CERTIFY TH	IAT Ship hed & I	de Alexa	4
who personally known to me to be the sam			
before me this day in person and acknowle			ared the said instrument as
Given under my tand and Mentrial Seal this			OFFICIAL SEAL"
Civen cines my man and your in sent can	us) vu	77	ROBERT SOLLIER
Malhon			Noticy Public, State of Minste
Notary Public	Not	arial Seal	My Commission Expires 08/25/98
THE COVENANTS, CONDITIONS AND I			TO ARE:
			· · · · · · · · · · · · · · · · · · ·

- 1. Mortgagors shall (a) promptly repair, restore and rebuild any buildings or highest now or hereafter on the premises which may become damaged or be destroyed; (b) keep said promises in good destribes and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordicated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the promises superior or de lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holder of securior. (d) complete within a reasonable time any building or buildings now or at any time in process of crection viola said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special successments, water charges, sewer service charges, and other charges against the premises when dwe, and shall, upon written request, famish to Trustee or to holders of the notes duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors desire to contest.
- 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loss so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the notes, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the notes, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

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4. In case of default therein, Trustee or the holders of the notes, or of tary of their, sizy, but need not, sance any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and precious, discharge, compromise or settle any tax lies or other prior lies or title or claim theref, or radests from any tax sale or facilities affecting said premises or contest any tax or assertment. All moneys paid for any of the purposes territe arthogated and all expenses paid or incurred in connection therewith, including attorneys' feet, and any other messays advanced by Trustee or the holders of the notes, or of any of them, to protect the mortgaged premiers and the New Inspect, place reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shell be so much additional indebtedness secured hereby and shall become immediately due and payable without nesses and with interest thereon at a rate set forth in the notes securing this trast deed. Inaction of Trastee or holders of the notes shall never be considered as a waiver of any right accrains to them on account of any default hereunder on the part of the Mortgagors. If Trustee or any note holder purchases insurance on seid premises as authorized herein, it will have the right to select the arent. Trustee or the note holder is not required to obtain the lowest cost insurance that might be available.

5. The Trustee or the holders of the notes hereby accured making any payment hereby authorized relating to taxes or assessments, may the according to any bill, statement or estimate procured from the appropriate public office without injury into the accuracy of such bill, statement or estimate or into the validity of any tax. assessment, sale, forfeiture, tax

hen or title or claim thereof.

6. Mortgagors shall pay said iron of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the principal notes, or my of them, and without notice to Mortgagors, all espeid indebtedness secured by this Trust Deed shall, notwithstanding snything in the principal notes or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any of the principal notes, or (b) when default shall occur and continue for three days in the payment of any interest or in the performance of

my other agreement or promises of the Morty (2013 herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the notes, or any of them, or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall he allowed and included as additional indebeciness in the decree for sale all expenditures and expenses, which may be paid or incurred by or on behalf of Trustee or holders of the sates, or any of them, for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, etenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the direct) of proceeding all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar that and assurances with respect to tile as Trustee or holders of the notes, or any of them, may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true continued the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate evolvalent to the highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest promotivity aste set forth flerein, when paid or incurred by Trustee or holders of the notes in connection with (a) any proceeding including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claiment or defections, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the forcelessore hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the selecte of any threstened suit or proceeding which might affect the premises or the security hereof, whether or not actually overcomented.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured inceptedness additional to that evidenced by the principal nears with interest dicreon as herein provided; third, all principal and interest remaining unpaid on the principal notes; fourth, any overplus to Mortgagors, their heirs, legal representatives

or assigns, as their rights may appear.

or assigns, as once regins may appear.

9. Upon, or at any time after the filling of a bill to foreclose this trust deed, the court in which such bill is also assy appoint a receiver of said premises. Such appointment may be made either before or after sale, without souce, without regard to the solvency or insolvency of the Mortragors at the time of application for such receiver and without separd to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee howarder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when hiorizagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the premises during the whole of said period.

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The Court from time to time may authorize the receiver to apply the next intermedia in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of sale and deficiency.

10. No action for the enforcement of the iten or of any provision hereof shall be subject to any defense which would not be

good and available to the party interposing same in an action at law upon the notes hereby secured.

11. Trustee or the holders of the notes, or of any of them, shall have the right to inspect the premises at all reasonable

times and access thereto shall be permitted for that purpose.

- 12. Trustee has no duty to examine the title, location, existence, or condition of the Premises, or to inquire into the validity of the signatures or the identity expecity, or authority of the signatures on the note or the trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities unisfactory to it before exercising any power herein given.
- 13. Trustee shall release this trust deed and the lies thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the project of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal notes, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as trus without in order. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine notes herein described any notes which beer an identification number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the principal notes described herein, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing (so I in the office of the Recorder of Deeds in which this instrument shall have been recorded or filed. Any Successor in Trust legender shall have the identical title, powers and authority as are

herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to the be binding upon Mortgagors and all persons claiming under or through Mortgagors, and one word "Mortgagors" with used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal notes or this Trust Deed.

16. Before releasing this trust deed, Trustee or successor trustee shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor trustee shall be entitled to reasonable

compensation for any other act or service performed urder any provisions of this Trust Deed.

17. The provisions of the "Trust and Trustees Act" of the state of Illinois shall or syplicable to this Trust Deed.

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IMPORTANT!
POR THE PROTECTION OF BOTH THE
BORROWER AND LENDER THE
INSTALLMENT NOTE SECURED BY THIS
TRUST DEED SHOULD BE IDENTIFIED BY
THE CHICAGO TRUST COMPANY, TRUSTEE,
BEFORE THE TRUST DEED IS FILED FOR
RECORD.

PREPARED BY: B SOMMER
P.O. BOX 4078
MEATON, IL 60189

lden	tification No.
111	E CHICAGO TEUST COMPANY, TRUSTER
BY	Amine a View Problems, Annie Secretory.
••.	Assistant-Vice-Problems, Assisting Secretary.

POR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIPED PROPERTY REFE

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