

UNOFFICIAL COPY

1801 N. N. Oaks Drive
Columet City, IL 60409

SECOND MORTGAGE FORM

THIS TRUST DEED made this 7th day of April, 1989 between Joseph M. Abduljabbar

and wife, Abila M. Abduljabbar, his wife

of the City of Columet City, County of Cook

and FIRST MORTGAGE Mortgagee, whether one or more, and if more than one, jointly and severally, called "Mortgagee" and EXCHANGE BANK OF RIVER OAKS, an Illinois banking corporation, doing business and having its principal office in Chicago, Illinois, hereinafter called "Trustee"; WHEREAS:

PREMISES Mortgagee is justly indebted to the legal holder(s) of the installment note hereinafter described, in the sum of ONE HUNDRED THOUSAND and no/100

(\$100,000.00), which indebtedness is evidenced by Mortgagee's installment note (the Maturity of which is indicated by an identification number corresponding to the identification number of this Trust Deed), of even date herewith, made payable to THE COUNTY OF COOK, EXCHANGE BANK OF RIVER OAKS, and upon the terms and provisions as provided herein, hereinafter "Note" and delivered to and by COOK COUNTY, Mortgagee promises to pay said indebtedness in monthly installments as provided therein, with the first installment, April 7, 1989.

WHEREAS, the indebtedness secured by the Note and all extensions and renewals thereof, in whole or in part, to the extent permitted by applicable law, all costs and disbursements, including, without limitation, reasonable attorney's fees, incurred by Trustee and/or holder of the Note in legal proceedings to collect the debt evidenced by the Note or to enforce upon any Collateral (as defined in the stated article (Article) for hereinafter defined in paragraph 8 hereof), and any and all other sums which at any time may be due or owing or required to be paid as provided in this Trust Deed or in the Note, are hereinafter called the "indebtedness secured hereby". The legal holder(s) of the Note are hereinafter, whether one or more, called "holder of the Note". The unsecured portions of the FINANCE CHARGE and interest charges, if any, determined or set forth in the Note are hereinafter called "Unsecured Charges".

NOW, THEREFORE, Mortgagee to secure the repayment of the indebtedness secured hereby in accordance with the covenants and agreements herein and in the Note contained, and the performance and observance of the covenants and agreements of Mortgagee as herein and in the Note contained, and also in consideration of the sum of One Dollar (\$1.00) in hand paid and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Joseph M. Abduljabbar and Warrant unto Trustee, its successors and assigns, the following described real estate:

Lot 30 in Block One (1), in "Ford Homes" a Subdivision of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of Section 7, Township 36 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Block 30, Lot 30, 225-1-125-034 7th

which, together with the property hereinafter described, is called the "Premises",

TOGETHER with all improvements, tenements, buildings, easements, fixtures, privileges, appurtenances, accessories, furnishings and other appurtenances now or hereafter belonging or pertaining, and any and all rights and interests of every kind and nature now or hereafter vested in Mortgagee, forming a part of or used in connection with the real estate or the operation and maintenance of the building and improvements located thereon, including, by way of illustration but without limitation, all equipment owned by Mortgagee and used or used in the operation of the real estate or improvements thereon or furnished by Mortgagee to others, such as: all machinery, tools, fixtures, furniture, appliances, equipment or articles used to supply heating, gas, electricity, air conditioning, water, S.C.A. system, sprinkler system, trash removal, refrigeration and ventilation (whether plug-in or centrally controlled), and all other personal property, movable and immovable, and all other personal property, movable and immovable, in each building or hereafter placed in, on or on the Premises, is being acknowledged that the assignment of any personal articles of property shall in no way operate or be held to constitute any form of property not specifically enumerated.

TOGETHER with all of the same, fixtures, appurtenances, rights and profits thereof and thereon.

And all of the land, tenements, property and rights hereinafter described and hereby conveyed and intended as to be, whether or not affected or benefited by the real estate, are intended to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate and for the purposes thereof that be deemed to be and shall be conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the Premises unto Trustee, its successors and assigns, forever, free from all right and burden under and by virtue of the Homestead Exemption Law of the State of Illinois, which rights and benefits are hereby expressly released and waived, for the purpose, use and trade herein set forth, together with all right to retain possession of the Premises after any default in the payment of or on any part of the indebtedness secured hereby or the breach of any covenant or agreement herein contained, or upon the expiration of any default (as hereinafter defined in paragraph 8 hereof).

The document was prepared by:

G. Ischia

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Columet City, IL 60409

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27. Provisions governing. Wherever possible, such provisions of this Trust Deed shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or clause of this Trust Deed be deemed to be prohibited by or invalid under applicable law, such provision or clause shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or clause or the remaining provisions and clauses of this Trust Deed.

IN WITNESS WHEREOF, Mortgagor has executed and delivered this Trust Deed on the day and year first above written.

Naseeb M. Abduljabar
Naseeb M. Abduljabar

Abila M. Abduljabar
Abila M. Abduljabar

STATE OF ILLINOIS }
COUNTY OF COOK }

I, the undersigned, _____, a Notary Public in and for and residing in said County,

do hereby certify that Naseeb M. Abduljabar and Abila M. Abduljabar

who personally known to me to be the same person(s) whose name(s) are _____ subscribed to the foregoing instrument,

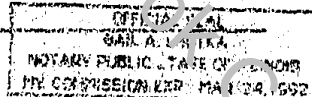
appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument

as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 7th day of April, 19 89

April A. Holter
Notary Public

My Commission Expires:



IMPORTANT

THIS INSTRUMENT SHOULD BE IDENTIFIED BY EXCHANGE BANK OF RIVER OAKS, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification Number _____

EXCHANGE BANK
OF RIVER OAKS, TRUSTEE

By _____
Assistant Trust Officer
Assistant Secretary
Assistant Vice President

(GOVERN SEAL)

MAIL TO:
EXCHANGE BANK OF RIVER OAKS
P.O. BOX 1182
1701 RIVER OAKS DRIVE
CALUMET CITY, IL 60409

For Recorder's index purposes, insert street address of above described Premises here.

450 Saginaw, Calumet City, IL

☐ Filed in Recorder's Office

Not Notarized