

THIS INDENTURE, WITNESSETH, That

SHABANU ALI, a spinster

(hereinafter called the Grantor), of 1714 West Touhy Avenue, Unit A-1-S, Chicago, IL 60626

for and in consideration of the sum of FOUR THOUSAND SEVEN HUNDRED FIFTY (\$4,750.00) Dollars in hand paid, CONVEY S AND WARRANTS to JACK M. KATZ of 8 South Michigan Avenue, Suite 800, Chicago, IL 60603

and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, 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 City of Chicago County of Cook and State of Illinois, to-wit:

UNIT NO. A-1-S IN TOUHY TERRACE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 20 AND 21 IN BLOCK 6 IN DOLAND'S SUBDIVISION IN ROGERS PARK, BEING A SUBDIVISION OF SOUTH EAST FRACTIONAL 1/4, SOUTH OF INDIAN BOUNDARY LINE OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 31, 1889, AS DOCUMENT 1204416; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS AS DOCUMENT NO. 25023490 AND IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT NO. 3100278 TOGETHER WITH ITS UNDIVIDED 4.40 PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

P. I. I. PARTY OF THE FIRST PART ALSO HEREBY GRANTS TO PARTIES OF THE SECOND PART, THEIR SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE FOREMENTIONED DECLARATION, AND PARTY OF THE FIRST PART RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN.

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1. payable DOLLARS more

THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

THE TENANT OF THIS UNIT HAS EITHER WAIVED, FAILED TO EXERCISE OR HAD NO RIGHT OF FIRST REFUSAL.

3872969

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 rebuild or restore 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 Mortgagees or Trustees 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 to insure, or pay taxes or assessment, 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 eight 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 or 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 eight 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 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 and costs 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 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 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 Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or 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 recent owner is: SHABANU ALI

In the event of death or removal from said County of the grantor or of his resignation,

refusal or failure to act, then 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 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.

Witness the hand and seal of the Grantor this 29 day of March, 19 90

SHABANU ALI (SEAL)

(SEAL)

This instrument was prepared by Bjork, Tanzer & McCollam, 20 N. Wacker Drive, Chicago, IL 60606 (NAME AND ADDRESS)

1/12/90 legal description affects property of Decedent 3100278 and other property

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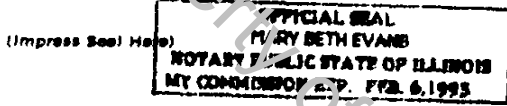
UNOFFICIAL COPY

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, MARY BETH EVANS
David A. Tanzer *M.B.E.*, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SHABANU ALI, a spinster

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 she signed, sealed and delivered the said instrument as her 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 29 day of March, 1990



Mary Beth Evans
Notary Public

Commission Expires _____

5-18-89
387255
AD

IN DUPLICATE

APR 12 1990
REGISTRATION
Submitted by _____
Address _____
Promised _____
Deliver copy to _____
Address _____

Deliver duplicate to _____
Deed to _____
Address _____
Notified _____

STATE OF ILLINOIS

ATTORNEYS' TITLE
GUARANTY FUND, INC.
25 S. LASALLE 5th FLOOR
CHICAGO, IL 60603

BOX No. _____
SECOND MORTGAGE
Trust Deed
TO _____

UNOFFICIAL COPY

This instrument was prepared by Blyden, Tanzer & McCollum, 20 N. Wacker Drive, Chicago, Ill. 60606

(SEAL)

(SEAL)

SHABANU ALI

19 90

March

day of

29

Witness the hand and seal of the Grantor this

refusal or failure to sign, then the grantor shall be deemed to have accepted the terms and conditions of this instrument and shall be bound thereunto. And when all the aforesaid covenants and agreements are performed, the parties or their successors in interest shall be released from all obligations.

County of the grantor or of his residence, the name of a receiver to collect the rents, profits and interest on the premises.

SHABANU ALI
The name of a receiver to collect the rents, profits and interest on the premises. The grantor agrees that upon the filing of any such receiver, the grantor shall be deemed to have assigned to the receiver all his right, title and interest in the premises, together with all fixtures, furniture and contents, and all other personal property situated on the premises, and the grantor shall be deemed to have authorized the receiver to execute all necessary documents to carry out the purposes of this instrument.

17. As Agent for the grantor, the grantor agrees to pay all expenses and disbursements, including the cost of a receiver, incurred by the receiver in carrying out the duties of his office. The grantor shall also be liable for the cost of any suit or action brought by the receiver to enforce the terms of this instrument. The grantor agrees to indemnify the receiver for all expenses and disbursements incurred by the receiver in carrying out the duties of his office.

18. The grantor agrees to pay all taxes and assessments levied against the premises, together with all interest thereon, and to keep the premises insured against fire and theft. The grantor shall be liable for the cost of any such taxes, assessments, interest or insurance. The grantor agrees to indemnify the receiver for all expenses and disbursements incurred by the receiver in carrying out the duties of his office.

19. The grantor agrees to pay all expenses and disbursements, including the cost of a receiver, incurred by the receiver in carrying out the duties of his office. The grantor shall also be liable for the cost of any suit or action brought by the receiver to enforce the terms of this instrument. The grantor agrees to indemnify the receiver for all expenses and disbursements incurred by the receiver in carrying out the duties of his office.

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1/14/90 legal description affects property of SHABANU ALI and SUPER PROPERTY. 3100228

COOK COUNTY CLERK'S OFFICE

6962282

E. E. COLT
AL FORMS

TRUST SECOND
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Dollars

UNOFFICIAL COPY

BOX No. _____

SECOND MORTGAGE Trust Deed

TO _____

GEORGE E. COLE,
LEGAL FORMS

5/28/90
APR 12 3 07

IN DUPLICATE

Submitted by _____

Address _____

Promised _____

Delivered _____

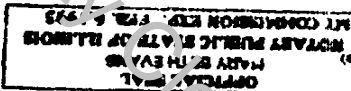
Across _____

Deed to _____

Notified _____

COATIGER

PROPERTY TITLE
GUARANTY FUND, INC.
29 S. LA SALLE 5th FLOOR
CHICAGO, IL 60603



Mary Beth Evans
Notary Public

Commission Expires _____

Given under my hand and notarial seal this _____ day of _____ 1990

waiver of the right of homestead.

Instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and

appeared before _____ on this day in person and acknowledged that _____ signed, sealed and delivered the said

personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument,

State aforesaid, DO HEREBY CERTIFY that

1. *SHABANU ALI, a splnster*

a Notary Public in and for said County, in the

MARY BETH EVANS
DAVID A. TANZER

STATE OF ILLINOIS }
COUNTY OF COOK }
SS }

AT FORECLOSURE OF THE FIRST TRUST DEED TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN.

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