

# UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*Chas. F. Olson*  
RECORDER OF DEEDS

AUG 15 '73 12 30 PM

22 439 958



## TRUST DEED

22 439 958

571-00

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 4th, 1973, between

CHARLES L. MC NABB, a bachelor

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 holder 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  
**SIXTEEN THOUSAND AND NO/100 (\$16,000.00)**-----Dollars,  
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest  
from date hereof----- on the balance of principal remaining from time to time unpaid at the rate  
of Seven and three-quarters----- per cent per annum in instalments (including principal and interest) as follows:

**One Hundred Thirty Two and No/100 (\$132.00)**---- Dollars on the 1st----- day  
of October, 19 73, and **One Hundred Thirty Two and No/100**---- Dollars on the 1st----- day  
of the 1st----- day of each and every 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 September, 19 93.  
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 Eight----- 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 **COMMERCIAL NATIONAL BANK OF CHICAGO**  
in said City.

NOW, THEREFORE, the Mortgagors do 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:

The East half (1/2) of Lot Ten (10) and the West 2.0 feet of Lot Eleven (11) in  
Block Seventeen (17) in Birchwood Beach in Section 29, Township 41 North,  
Range 14, East of the Third Principal Meridian, according to the plat recorded  
August 27, 1890 as Document No. 132621, in Book 42 of Plats, Page 39, in  
Cook County, 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 primarily and not 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, indoor 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 on 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 purpose, 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 two of 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.

..... | SEAL | .....  
..... | SEAL | *Charles L. McNabb* CHARLES L. MC NABB (SEAL)

STATE OF ILLINOIS,

I, ALICE STANTON

} SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
CHARLES L. MC NABB, a bachelor



who is 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.

Given under my hand and Notarial Seal this 4th day of August, 1973.

*Alice Stanton*  
My Commission Expires Dec. 21, 1978 Notary Public

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior liens to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) 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 assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note 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 may 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 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 note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, 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 note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter 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 release, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said policies or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be as much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of 3% per annum, in case of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

RIDER ATTACHED TO AND EXPRESSLY MADE A PART OF THAT CERTAIN TRUST DEED DATED August 4, 1973

EXECUTED BY CHARLES L. MC NABB a bachelor

Mortgagors do further covenant and agree that they will not transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether legal or equitable, and whether possessory or otherwise in the mortgaged premises, to any third party, so long as the debt secured hereby subsists, without the advance written consent of the mortgagee or its assigns, and further that in the event of any such transfer by the mortgagors without the advance written consent of the mortgagee or its assigns, the mortgagee or its assigns may, in its or their sole discretion, and without notice to the mortgagors, declare the whole of the debt hereby immediately due and payable.

*Charles L. Mc Nabb*  
Charles L. Mc Nabb

22 439 958

Trustee's Office

