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TRUST DEED

573511

CHARGE TO CERT

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY



THIS INDENTURE, made September 10 1973, between KAMAL L. DALAL and AMIDHARA K. DALAL

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 or 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 ONE THOUSAND SIX HUNDRED SEVENTY EIGHT AND 92/100 -- (1678.92) -- 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 September 10 1973 on the balance of principal remaining from time to time unpaid at the rate of eight per cent per annum in instalments (including principal and interest) as follows:

ONE HUNDRED FORTY FOUR AND 00/100 Dollars on the 10th day of October 19 73, and ONE HUNDRED FORTY FOUR & 11/100 Dollars 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 10th day of September 19 74. 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 Chicago Title and Trust Company in said City.

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 the estate, right, title and interest therein, situate, lying and being in the County of Cook AND STATE OF ILLINOIS.

Unit No. 44 in Chesterfield on Tower Condominium as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Parcel"): Lot 1 (except the north 160 feet thereof and except the South 37.50 feet of the North 197.50 feet of the West 147 feet thereof) in Muno's Subdivision in the Southwest Quarter of Section 25, Township 41 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. 3769788

also

That part of a strip of land 21-1/2 feet more or less in width lying East of the East line of Lot 1 in Muno's Subdivision and West of the West line of McQuire and Orrs Second Addition to Rogers Park in Section 25, Township 41 North, Range 13, East of the Third Principal Meridian and lying South of a line 160 feet South of the North line of said Lot 1 extended East in Cook County, Illinois, which survey is attached as Exhibit A to Declaration of Condominium Ownership made by La Salle National Bank, a national banking association as Trustee under Trust Agreement, dated December 28, 1967, and known as Trust No. 30666, recorded in the Office of Recorder of Cook County, Illinois, as Document No. 21576982, together with an undivided 1.6666 per cent interest in said Parcel (excepting from said Parcel, the property and space comprising all the units thereof as defined and set forth in said Declaration and Survey).

Mortgagor also hereby grants to Mortgagee, 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 aforementioned Declaration.

This Mortgage 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.

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which, with the property hereinafter described, is referred to herein as the "premises."
TOGETHER with all improvements, encumbrances, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagees may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) (whether single units or generally controlled) and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-liner beds, awnings, etc. 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, his 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 Mortgagees 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 Mortgagee this day and year first above written.

..... [SEAL]
..... [SEAL]
..... [SEAL]
..... [SEAL]

STATE OF ILLINOIS, }
County of Cook, } SS. I, Fred M. Caplan
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Kamal I. Dalal and Anidhara K. Dalal, his wife

are personally known to me to be the same person, and the same they are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they are signed, sealed and entered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and Notarial Seal this 10 day of September, 19 73

Fred M. Caplan Notary Public
Fred M. Caplan

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Property Clerk's Office

