

UNOFFICIAL COPY



TRUST DEED

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Form 507 Rev. 6-62

[DATE] 7

CHICAGO, ILLINOIS
THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made

September 1, 1973, between

CHARLES L. McNABB, 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 or holders of the Instalment Note herein-after described said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of TWO THOUSAND (\$2,000.00) AND 00/100 Dollars, evidenced by one (1) 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 1, 1973, on the balance of principal remaining from time to time unpaid at the rate of 7-3/4 per cent per annum in instalments as follows:

-Twenty-Four (\$24.00) and 00/100-

Dollars on the First day of October 1973 and Twenty-Four (\$24.00) and 00/100

Dollars on the First 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 First day of October 1975. All such payments on account of the indenture, as 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 seven per cent 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 Nicholas A. Rapone

1000 Grand Avenue Executive Plaza, Midland, Michigan 48440
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 covenants contained in the Note, and the instrument herein contained by the Mortgagors to be given, 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,

The East 1/2 of Lot 10 and the West 2.0 feet of Lot 11 in Block 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, 1930 as Document No. 1326212 in Book 42 of Plots, Page 39, in Cook County, Illinois.

THIS IS A SECOND MORTGAGE

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 ever, and all rights, powers, franchises, immunities, easements, plats, franchises, rights of way, rights of entry, the power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screw, wind, oil, steam, hot water, electric, gas, water, and well, hereafter or heretofore created or arising, declared to be a part of the property, and other physical benefits attached thereto, now and it is agreed that similar apparatus, equipment or articles hereafter added to the premises by the mortgagors or their successors or assigns shall be considered 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 upon the uses and trusts hereinabove set forth, from all claims and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said uses 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 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 Mortgagors the day and year first above written.

..... [SEAL]

X Charles L. McNabb

[SEAL]

..... [SEAL]

..... [SEAL]

STATE OF ILLINOIS,

I, Howard A. Aldrich

County of DuPage

as, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Charles L. McNabb, 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 delivered the said instrument as his free and voluntary act, for the sum of \$2,000.00, and for the uses and trusts set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 1st day of September

Howard A. Aldrich

