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TRUST DEED

1991 SEP 30 PM 12:34

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*M.C.*  
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CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 23 19 91, between Brian McCormick, 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 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

Sixty Six Thousand Seven Hundred Fifty Five and 73/100 --- (\$66,755.73)----- Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~BRANK~~ Thomas J. McCormick, as Trustee of the Thomas J. McCormick Trust U/A dated April 28, 1983, or any successor Trustees thereto,

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from August 23, 1991 on the balance of principal remaining from time to time unpaid at the rate of eight (8) percent per annum in instalments (including principal and interest) as follows:

Five hundred ~~Twenty~~ and 23/100 --- (\$515.23)----- Dollars or more on the 1st day

of September 1991 and Five hundred Fifteen and 23/100 --- (\$515.23)----- Dollars or more 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 1st day of August, 2016. 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 Ten (10) per annum, and all said principal and interest being made payable at such banking house or trust company in Hinsdale,

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 Thomas J. McCormick, Trustee,

~~Hinsdale~~ 703 Burr Ridge Club Drive Burr Ridge, IL 60521

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 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:

See attached legal description and rider.

P.I.N.: 13-13-121-005

This is a junior mortgage.

This instrument prepared by Darcy J. Chamberlin Attorney at Law  
7222 W. Cermak, Suite 715  
North Riverside, IL 60546

14<sup>00</sup>

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 on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter thereon 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, inador beds, awnings, stoves and space 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, its 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 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.

*Brian McCormick* [SEAL] \_\_\_\_\_ [SEAL]  
Brian McCormick [SEAL] \_\_\_\_\_ [SEAL]

STATE OF ILLINOIS,

I, Darcy J. Chamberlin

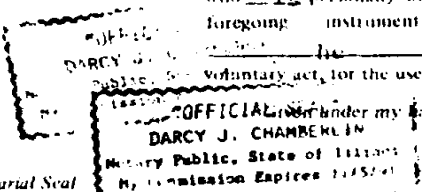
SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY

County of Cook

THAT Brian McCormick, a bachelor,

who is personally known to me to be the same person is whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

he is signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.



23 day of August 1991  
*Darcy J. Chamberlin* Notary Public

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Rider  
to  
Trust Deed dated August 23, 1991  
by and between  
BRIAN MCCORMICK, Mortgagor,  
and  
CHICAGO TITLE AND TRUST COMPANY, Trustee  
under a document registered as #

LEGAL DESCRIPTION

Lot 5 in Block 42 in Ravenswood Manor being a Subdivision of part of the North Half of Section 13, Township 30 North, Range 13 East of the Third Principal Meridian, reference being had to plat thereof recorded May 12, 1909 as document 4374218, in Cook County, Illinois.

FUND FOR TAXES

Subject to applicable law or to a written waiver by the Holder of the Note, Mortgagor shall pay to the Holder of the Note on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Security Instrument. The Holder of the Note may estimate the Funds due on the basis of current date and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency. The Holder of the Note shall apply the Funds to pay the escrow items. Mortgagor and the Holder of the Note may agree in writing that interest shall be paid on the Funds. Unless an agreement is made, the Holder of the Note shall not be required to pay Mortgagor any interest on earnings on the Funds. The Holder of the Note shall give to the Mortgagor, at his request, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by the Holder of the Note, together with future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at the Mortgagor's option, either promptly repaid to the Mortgagor or credited to the Mortgagor on monthly payments of the Funds. If the amount of the Funds held by the Holder of the Note is not sufficient to pay the escrow items when due, the Mortgagor shall pay to the Holder of the Note any amount necessary to make up the deficiency in one or more payments as required by the Holder of the Note.

Upon payment in full of all sums secured by this Security Instrument, the Holder of the Note shall promptly refund to the Mortgagor any Funds held by the Holder of the Note.

This Rider is incorporated by reference into the above captioned Trust Deed and takes precedence over any conflicting term, condition or covenant therein contained.

Dated: August 23, 1991

  
BRIAN MCCORMICK

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Property of Cook County Clerk's Office

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