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TRUST DEED
CHARGE TO CERT

22 541 058

Form 134

1973

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made November 2 19 73, between

EDWARD C. RUSTIGAN AND MILDRED A. RUSTIGAN, HIS WIFE

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 ~~Instrument~~ Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of SIX THOUSAND TWO HUNDRED TWENTY FIVE AND 00/100 (\$6,225.00) Dollars, evidenced by one certain ~~Instrument~~ Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum ~~to the~~ as follows:

SIX THOUSAND TWO HUNDRED TWENTY FIVE AND 00/100-----Dollars on the 2nd day of March 19 73 and

with interest at the rate of eight (8) percent per annum

all of said principal and interest being payable at such banking house or trust company in 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 Roth Mortgage Corporation, Evanston, Illinois

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, to the Trustee, who is hereby acknowledged, do by these presents COWY and WARRANT, unto the Trustee, its successors and assigns, the following described ~~County~~ County of Cook AND STATE OF ILLINOIS, to wit: the Village of Winnetka

Lot 3 (except the West 25 feet thereof) and Lot 4 (except the East 75 feet thereof) in Mid-Park, a Subdivision of Block 2 in Edgewood, a subdivision of Blocks 1, 2, 3, 6, 7 and 8 and certain vacated streets and alleys in the Winnetka Land Association subdivision of the North half of the West 90 acres of the North west quarter of Section 20, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

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which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, assessments, 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 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) air conditioning, window shades, storm doors and windows, door coverings, radiator bells, 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 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 hands... and seals... of Mortgagors the day and year first above written.

Edward C. Rustigan [SEAL] Mildred A. Rustigan [SEAL]
Dorothea B. Holsten [SEAL]
STATE OF ILLINOIS, County of Cook

as, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Edward C. Rustigan and Mildred A. Rustigan, his wife who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 2nd day of November A. D. 19 73.

Dorothea B. Holsten Notary Public
Page 1 My Commission Expires May 19, 1974

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 destroyed... 2. Mortgagors shall pay before any penalty attaches all general taxes... 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire... 4. In case of default hereunder the Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of mortgagors... 5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments... 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof... 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose... 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority... 9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver... 10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same... 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose... 12. Trustee has no duty to examine the title, location, existence, or condition of the premises... 13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence... 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar... 15. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors...

Signature of Trustee
Recorder for Deed

COOK COUNTY, ILLINOIS
FILED FOR RECORD
Nov 9 '73 12:37 PM

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IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE CHICAGO TITLE AND TRUST COMPANY, TRUSTEE,
BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 575000
CHICAGO TITLE AND TRUST COMPANY, as Trustee.
Signature of Trustee
Assistant Vice President
Trust Company

D NAME
E STREET
L STREET
I CITY
V CITY
E CITY
R CITY
Y CITY
INSTRUCTIONS
OR
RECORDER'S OFFICE BOX NUMBER 573

FOR RECORDERS INDEX PURPOSES
SEE INDEXES OF ABOVE
DESCRIBED PROPERTY HERE