



TRUST DEED

22 951. 172

CT 27 THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 30, 1974 between

CHARLES F. CASTINO, JR., 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 hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

—FORTY THOUSAND and no/100ths (\$40,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors given late herewith, made payable to THE ORDER OF BANK

MATHIAS KLEIN & SONS, INC., a Delaware corporation and delivered in and by which said Note the Mortgagors promise to pay the said principal sum and interest from January 3, 1975 on the balance of principal remaining from time to time unpaid at the rate of

—four (4%) per cent per annum in instalments (including principal and interest) as follows:

—TWO HUNDRED FORTY and no/100 (\$240.00) Dollars on the first day of February 1975, and —TWO HUNDRED FORTY and no/100 (\$240.00) 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 February 1975.

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 unpaid when due shall bear interest at the rate of six (6%) 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 MATHIAS KLEIN & SONS, INC., 7200 McCormick Road, Chicago, 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, 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, situated and being in the Village of Winnetka, County of Cook, AND STATE OF ILLINOIS, to wit:

Lot 31 in Block 12 in Provident Mutual Land Association Subdivision of Blocks 7, 8, 9, 10, 11, 12, 28, 29, 30, 31, 32, 33, 54, 55, 56, 57, 58 and 59 in the Village of Winnetka, a Subdivision of the West half of the North East Quarter of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, covenants, 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 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, inlaid 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 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.

[SEAL] CHARLES F. CASTINO, JR. [SEAL]

[SEAL] [SEAL]

STATE OF ILLINOIS

M. L. Smith

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

County of COOK

CHARLES F. CASTINO, JR.

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 30th day of December 1974.



M. L. Smith

Notary Public

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

1. Mortgagors shall (A) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged... (B) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof... (C) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof... (D) complete within a reasonable time any building or building now in process of erection upon said premises... (E) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof... (F) make no material alterations in said premises except as required by law or municipal ordinance.

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1974 DEC 31 AM 10 01
RECORDED IN OFFICE OF CLERK COOK COUNTY ILLINOIS
DEC-31-74 9:24 111 • 22951172 • A — Rec 510

IMPORTANT
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 587278
CHICAGO TITLE AND TRUST COMPANY, Trustee.
By *Raymond J. Thompson*
Asst. Trust Officer / Asst. Sec'y / Asst. Vice Pres.

and prepared by:
Minard E. Hulse, Jr.
Price, Cushman, Kekoc, Mahin & Cate
134 South LaSalle Street
Chicago, Illinois 60603

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
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