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TRUST DEED
587455

MAR 4 63-65-330E

CTTC 7 THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made January 1 1975, between
EDGAR F. GLUTH, a widower and not remarried
 herein referred to as "Mortgagors," and
CHICAGO TITLE AND TRUST COMPANY, as Trustee,
 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 holder being herein referred to as Holders of the Note, in the principal sum of **Fifty-five**
thousand (\$55,000.00) Dollars,
 evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~PHOENIX MUTUAL LIFE INSURANCE COMPANY~~
PHOENIX MUTUAL LIFE INSURANCE COMPANY
 and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest
 from **February 1, 1975*** on the balance of principal remaining from time to time unpaid at the rate
 of **Nine and one-half (9-1/2)** per cent per annum in instalments (including principal and interest) as follows:
 \$480.79 Dollars on the **First** day
 of **March** 19 **75**, and **480.79** Dollars on
 the **First** day of each and every **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~~ **2000**
 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 **9-1/2** per annum, and all of said principal and interest being made payable at such ~~places~~
~~places~~ in place, ~~as~~ 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 **Phoenix Mutual Life Insurance**
~~Company, Hartford, Connecticut~~
 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
Village of Northbrook COUNTY OF **Cook** AND STATE OF ILLINOIS,
 to wit:

As described in the Rider attached hereto

600

This instrument was prepared by
John A. Campbell
 135 S. La Salle St., Suite 2325
 Chicago, Illinois 60603

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
 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, inador 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] *Edgar F. Gluth* [SEAL]
 [SEAL] [SEAL]

STATE OF ILLINOIS, 1 **MICHAEL WEXLER**
 County of Cook } ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
EDGAR F. GLUTH, a widower and not remarried

*Together with who is personally known to me to be the same person subscribed to the foregoing
 additional instrument, appeared before me this day in person and acknowledged to me that he signed, sealed and
 interest pay-delivered the said instrument as his free and voluntary act and purposes therein set forth.
 ment due **February** 1, 1975 as set Given under my hand and Notarial Seal this 1 day of February, 19 75.
 forth in Instalment Note. Notary Public

(Mission Hills Condominium T-5 -- legal description for Trustee's Deed)

Unit No. 11-C as delineated on sheet 2 ⁵⁸⁷⁴⁵⁵ of survey of twenty-five parcels (respectively described on sheets 2 through 26 of said survey and collectively referred to herein as the "Parcel") of part of Lots 1, 2 and 3 of County Clerk's Division of Section 18, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium made by LaSalle National Bank, a National Banking Association, as Trustee under Trust Agreement dated December 3, 1971 and known as Trust No. 43413 recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 22566327; together with an undivided 1.8150 % interest in said Parcel (excepting from said Parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and survey.

Grantor also hereby grants to Grantee, His successors and assigns, as an easement appurtenant to the premises herein conveyed, a perpetual, exclusive easement for parking purposes in and to space number G-13-F.G-13-6 as defined and set forth in said Declaration and survey.

Grantor also hereby grants to Grantee, His 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 of Condominium and in the Declaration of Easements, Covenants and Restrictions recorded as Document No. 22431171, and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declarations for the benefit of the remaining property described therein.

This Deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in the aforementioned Declaration of Condominium, in the aforementioned Declaration of Easements, Covenants and Restrictions, and in a Restrictive Covenant and Amendment thereto recorded as Documents Nos. 21845626 and 22401402, the same as though the provisions of said documents were recited and stipulated at length herein.

23011234

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

- Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien or charge to the holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the same shall be then occurring as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such case for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 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 in an action at law upon the note hereby secured.
- 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.
- Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require identification of any note which purports to be placed thereon in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.
- Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Title, in which instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Registrar of Title in the County in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

MAR 4 '75 12 26 PM

RECORDED BY

*23011234

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. 587455
CHICAGO TITLE AND TRUST COMPANY
Trustee
By Rosemary [Signature]
Not a Trust Officer, Not a Sec'y / Am. Officer-Trust

MAIL TO
Name: John D. Campbell
Address: 135 S. La Salle
City: Chicago, Ill.

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

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Form 104 R 5/72

END OF RECORDED DOCUMENT