

# UNOFFICIAL COPY

COOK COUNTY ILL. FILED FOR RECORD

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TRUST DEED

574787

*Kathleen M. Kaplan*  
RECORDED FOR INDEX

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made OCTOBER 27, 1973, between FRANK M. KAPLAN and KATHLEEN M. KAPLAN, 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 Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of ELEVEN THOUSAND FIVE HUNDRED AND NO/100ths (\$11,500.00) - - - - - Dollars, evidenced by one certain 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 November 23, 1973, on the balance of principal remaining from time to time unpaid at the rate of SEVEN and ONE-HALF (7½) - - - - - per cent per annum in instalments (including principal and interest) as follows:

ONE HUNDRED SEVENTY FIVE AND NO/100ths (\$175.00) Dollars on the 15th day of NOVEMBER 1973, and ONE HUNDRED SEVENTY FIVE AND NO/100ths (\$175.00) Dollars thereafter until said note is fully paid.

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 EIGHT (8%) 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 JOSEPH P. and FRANCES F. SANDERS in said City.

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 conditions 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 a part 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: Lot Sixty Two (62) in Bartley's 8th Street Addition in Blocks Fourteen (14) and Fifteen (15) in J. P. Ross's Subdivision of the West Half (W½) of the South West Quarter (SW¼) of Section Thirty Six (36) and that part of the South East Quarter (SE¼) of Section Thirty Five (35), lying South (S) of the Illinois and Michigan Canal in Township Thirty Nine (39) North, Range Thirteen (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, 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, screen 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 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 parts 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 irrevocably 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.

FRANK M. KAPLAN (SEAL)  
KATHLEEN M. KAPLAN (SEAL)

STATE OF ILLINOIS, I, Rita M. Wenzel, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT FRANK M. KAPLAN and KATHLEEN M. KAPLAN, his wife,

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 have signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27th day of October, 1973.



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...

2. Mortgagors shall pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof...

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm...

4. In case of default therein, 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, may do so according to any bill, statement or estimate procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate...

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note...

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 hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees...

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon, as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

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 of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the lien value of the premises or whether the same shall be then occupied as a homestead or not...

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 in an action at law upon the note hereby secured.

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, 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 act 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 insurances satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the note herein described any note which bears an identification number purporting to be placed thereon by a predecessor trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the person 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 may be presented and 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.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Title, in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Deed of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, power and authority, as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. 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 any indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "notes" when used in this instrument shall be construed to mean "notes" when more than one note is used.

REC 532 374

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. 574787 CHICAGO TITLE AND TRUST COMPANY, Trustee.

MAIL TO:

JOHN W. SEREDA ATTORNEY AT LAW 19732 S. WESTERN AVENUE CHICAGO 43, ILLINOIS

BOX 538

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

PLACE IN RECORDER'S OFFICE BOX NUMBER 530

END OF RECORDED DOCUMENT