

TRUST DEED

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Sidney K. Olson
RECORDER OF DEEDS

1980 JUL 29 PM 2:10

25529954

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made July 15, 1980, between

Allan H. Kaplan and Jean Z. Kaplan, his wife

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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 (\$125,000.00) Dollars,
ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100 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 _____
_____ on the balance of principal remaining from time to time unpaid at the rate of
12-1/2% per cent per annum in instalments as follows: ONE THOUSAND THREE HUNDRED SIXTY THREE AND NO/100
_____ (\$1,363.00)

Dollars on the first day of September 1980 and ONE THOUSAND THREE HUNDRED SIXTY THREE
AND NO/100 (\$1,363.00) thereafter until said note is fully paid except that the final

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 August 1980
All such payments on account of the indebtedness evidenced by said note shall 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 14-1/2% per cent 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 Exchange National Bank of Chicago 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 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, to-wit: situate, lying and

being in the COUNTY OF COOK AND STATE OF ILLINOIS
to-wit: City of Chicago

Lot 31 and Lot 32 in Sub Block 8 of Block 5 in Sheffield's Addition to
Chicago in the East Half of the Southeast Quarter of Section 32,
Township 40 North, Range 14, East of the Third Principal Meridian,
in Cook County, Illinois.

In addition to any and all waivers herein contained, the
homestead exemption granted under the provisions of
Section 522 (g) (1) of the Federal Bankruptcy Code, and
any other provisions under Federal or State law to the
extent so permitted, is hereby waived.

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which, with the property hereinafter described, is referred to herein as the "premises," extent so permitted, is hereby waived.
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereon from 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) as well as all
equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single unit or centrally
controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, lawns
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 hands and seals of Mortgagors the day and year first above written.

Allan H. Kaplan (SEAL) *Jean Z. Kaplan* (SEAL)
(ALLAN H. KAPLAN) (JEAN Z. KAPLAN)
(SEAL) (SEAL)

STATE OF ILLINOIS } I, CHARLES OLIVER NELSON
County of COOK } as a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Allan H. Kaplan and Jean Z. Kaplan, 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 24th day of JULY A. D. 1980

This Instrument was Prepared By Notary Commission Expires Dec. 21, 1983
W.J. Livingston, Vice President Notary Public.

Exchange National Bank
130 South La Salle Street
Chicago, Illinois 60690

Jul 29 80 67 88 115M

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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 mechanic's 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 to Trustee or to 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 not suffer or permit any unlawful use of or any business to exist upon the premises; (6) make no material alterations in said premises except as required by law or order of the Trustee or the holders of the note hereby secured (the "Note") first obtained, (a) any discontinuance of or change in the use for which the premises were being used as of the date of this Trust Deed, (b) the acquisition of any apparatus, fixtures or equipment used in the operation of the premises under any arrangement whereunder title thereto is not held by Mortgagors, or (c) any sale, transfer or assignment of any right, title or interest in or to the premises or of any of the improvements, apparatus, fixtures or equipment thereof or appurtenant thereto, or if Mortgagor is a corporation or the trustee of a trust, of any of the shares of such corporation or of any of the beneficial interest in such trust.
- 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 decide 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 or similar casualty (commonly known as fire and extended coverage insurance) and also insured against such other perils as with such broader coverage under each other policy of insurance as shall be generally obtainable with respect to similar premises in the State of Illinois as the holders of the Note shall require from time to time, all under policies (1) insuring the premises for the full replacement value of the premises sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, (2) issued by companies satisfactory to the holders of the Note, (3) with proceeds payable, in case of loss or damage, to Trustee for the benefit of the holders of the Note and in case of foreclosure sale to the order of the certificate of sale, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and (4) shall prohibit cancellation thereof without at least ten (10) days prior notice to Trustee. Mortgagors shall deliver all policies, including additional and re-issuance policies, to holders of the Note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In case of default therein, Trustee or the holders of the Note may, but need not, make any payment or perform any act herebefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior mortgages, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or any thereof, or release from any tax sale or foreclosure affecting said premises or exempt any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies advanced by Trustee or the holders of the Note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action hereunder may be taken, shall be an additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate specified in paragraph 18 hereof. Inaction of Trustee or holders of the Note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- The Trustee or the holders of the Note making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate presented from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale foreclosure, tax lien or title or claim thereof.
- Mortgagors shall keep all items 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 or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the Note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors contained in this Trust Deed, or in the performance of any instrument described below, said option to be exercised at any time after expiration of said three day period.
- 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 the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness on 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, outlays for documents and expert witnesses, stenographic charges, publication costs and costs (which may be estimated as to items to be expended after entry of decree) of protecting all such interests of title, with one-half of the costs of advertising, publication policies, and similar data, and all other costs and expenses with respect to title as Trustee or holders of the Note may deem to be reasonably necessary either to prosecute such suit or to evidence in holders of any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises.
- All expenses of every nature incurred by the Trustee or the holders of the Note in connection with (a) any proceedings, including but not limited to probate and bankruptcy proceedings to which either of them shall be a party, either as plaintiff or defendant, in connection with this Trust Deed or any indebtedness hereby secured, (b) proceedings for the commencement of any suit for the foreclosure hereof after actual or constructive notice of such suit, or (c) proceedings for the enforcement of any lien or other right or interest in or to the premises or the security hereof whether or not actually commenced, shall constitute an additional indebtedness secured hereby and shall become due and payable with interest thereon at the rate specified in paragraph 18 hereof from the date paid or incurred by Trustee or the holders of the Note.
- The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an amount 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 additional indebtedness 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 in Mortgagors, then heirs, legal representatives or assigns, as their rights may appear.
- Upon, or at any time after the filing of a bill to foreclose this trust deed, or any other proceeding, which such a bill to foreclose may constitute or be a part of, which shall be made either before or after sale, without regard to the evidence or inadmissibility of any part of the application for such process and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Trustee hereunder, or any assignee or successor thereof, shall have power to subject the rents, issues and profits of said premises hereof after actual or constructive notice of such suit, or any other proceeding, to the satisfaction of the mortgagee or holder of the Note, as well as during any further times when Mortgagors, except for the intervention of such receiver, shall be entitled to collect such rents, issues and profits, and all other powers which may be necessary or useful in such cases 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 of or in part of: (1) the indebtedness secured hereby, or (2) the expenses of the receiver, or (3) the expenses of the mortgagee or holder of any lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (4) 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 intervening come in an action of law upon the Note.
- Trustee and the holders of the Note shall have the right to inspect the premises at all reasonable times, and copies thereof shall be prepared for that purpose.
- Trustee has no duty to examine the title, location, existence, or condition of the premises, and shall not be obligated to record this trust deed or to exercise any power herein given unless expressly obliged by the terms hereof, nor be liable for any acts or omissions hereof, except in case of fraud or gross negligence or wantonness or that of the agent or employee of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- Trustee shall release this Trust Deed and the lien thereon by proper instrument upon presentation of any instrument which shall 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 tender to Trustee the full amount thereof, produce and exhibit to Trustee the Note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept without investigation, or if investigation is required of a successor Trustee, such successor Trustee may accept as genuine. Note any note which bears a certificate of abandonment purporting to be true, and a trust deed hereunder to 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 maker thereof, and where the release is requested of the original Trustee and it has never executed a certificate on any instrument identifying same as the Note, it may be accepted by an assignee hereunder, or any other person, which may be performed and 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 maker thereof.
- Trustee may resign by instrument in writing filed in the office of the Recorder of Tolls or Registrar of Tolls in which the instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Tolls or the Registrar of Tolls in which the instrument was recorded shall be Successor Trustee. Any Successor Trustee hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or Successor Trustee shall be bound to reasonable assignments and 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 them, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness on any part thereof, whether or not such persons shall have executed the note on this Trust Deed.
- For the purpose of providing regularly for the prompt payment of all taxes and assessments levied or assessed against the premises and against the holders of the Note, and for the purpose of insuring that all taxes and assessments shall be paid, the Mortgagors will deposit with the holders of the Note on the date hereinafter provided principal and interest on the Note, and on each date such taxes, assessments and insurance premiums as estimated by the holders of the Note, less the amount already deposited, together, divided by the number of such deposits to be made prior to the date when such taxes and assessments will become payable, and when said premiums become due. The amount thus deposited with the holders of the Note are to be held subject to the order of the holders of the Note to the payment of such taxes, assessments and insurance premiums as they become due and payable. It shall not be obligatory upon the holders of the Note to enforce the validity or accuracy of any such items before making payment of same, and nothing herein contained shall be construed to require the holders to advance other or more funds and purposes. If at any time the holders of the Note deem the amount deposited insufficient to pay said taxes, assessments and insurance premiums, the Mortgagors will deposit with the holders of the Note any amount necessary to make up the deficiency; provided, however, that nothing in this paragraph contained shall release the Mortgagors from the performance of any of the other covenants and agreements contained relative to the payment of taxes and insurance premiums on the premises, or from the payment of any installment of principal or interest on the Note, or from any of the covenants and agreements contained herein contained, the holders of the Note may apply and all sums then on deposit, an amount of the indebtedness secured by this Trust Deed.
- For the purposes of paragraphs 4 and 8 hereof the rate of interest shall be the rate specified in the Note or as agreed constitutions of principal thereof after due demand, such interest, if any, as shall be necessary to comply with any limitations applicable hereto upon rate of interest which may lawfully be charged, contracted for or received.
- The Mortgagors warrant and agree that the proceeds of the Note will be used solely for the purposes specified in paragraph 4 (a) of Chapter 74 of the 1965 Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph, any other one of the proceeds of the Note shall be a debt on the Trust Deed on the part of the Mortgagors.
- Mortgagors agree that if this Trust Deed or the Note is assigned to be subject to tax under the provisions of the Internal Revenue Code of 1954, as amended, or hereafter in effect, or any governmental revenue statute as amended or hereafter in effect, Mortgagors will immediately defer payment of the same until the time when the holder of the Note or the Trustee or the holder of the Note may do so and shall the amount to be paid to the principal indebtedness secured hereby, which said sum together with interest thereon at the rate provided for in the Note, shall become immediately due and payable.


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PLEASE NOTE: PARAGRAPH 19 IS NOT APPLICABLE.

I M P O R T A N T
 FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
 THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN, BEFORE THE TRUST DEED IS FILED FOR RECORD.

D NAME
 E EXCHANGE NATIONAL BANK OF CHICAGO
 L STREET
 I REAL ESTATE LOAN DIVISION
 V 130 SOUTH LA SALLE STREET
 E CITY CHICAGO, ILLINOIS 60690
 R OR
 Y INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER 80

The Installment Note mentioned in the within Trust Deed has been identified
 herewith and distributed to
 CHICAGO TITLE AND TRUST COMPANY as Trustee.

 MICHAEL J. SMITH
 Trustee

FOR RECORDERS INDEX PURPOSES
 INSERT STREET ADDRESS OF ABOVE
 DESCRIBED PROPERTY HERE

1953 N. Dayton
 Chicago, Illinois 60614

END OF RECORDED DOCUMENT