

UNOFFICIAL COPY

TRUST DEED

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Sidney K. Olson
RECORDER OF DEEDS

1980 JUL 29 PM 2:10

25529954

0469 18-28

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 15, 1980, between

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

25529954

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——— 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)
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 192005.
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, in trust, lying and

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

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.

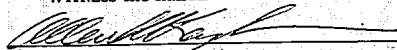
In addition to any and all waivers herein contained, the homestead exemption granted under the provisions of Section 522 (d) (1) of the Federal Bankruptcy Code, or any other provisions under Federal or State law to the extent so permitted, is hereby waived.

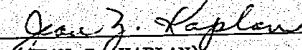
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits therefrom for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles which hereafter may be attached thereto 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, indoor beds, awnings, valves 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 and 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.


(SEAL)
(ALLAN H. KAPLAN)


(SEAL)
(JEAN Z. KAPLAN)

STATE OF ILLINOIS
County of COOK
I, CHARLES OLIVER NELSON
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 person whose name 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

Notary Public.

"This instrument was prepared by my Commission Expires Dec. 21, 1983
W.J. Livingston, Vice President

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



