

25 378 499

This Indenture, Made between Norman Caplan and Rosemary Lopiano, HIS WIFE,

party of the first part, and THE FIRST NATIONAL BANK OF HIGHLAND PARK, a national banking association, in Highland Park, Illinois, having its principal office in the City of Highland Park, County of Lake, and State of Illinois, as Trustee, party of the second part, WITNESSETH:

THAT WHEREAS, the said Norman Caplan and Rosemary Lopiano, HIS WIFE, Justly indebted upon their one principal promissory note of even date herewith, payable to the order of BEARER and delivered: said principal note being for the sum of Forty-eight thousand and no/100 dollars with monthly payments of \$496.70 commencing 4/1/80 including interest at the rate of 11.75 percent per annum with a final payment of the unpaid balance March 1, 1985, together with accrued interest and charges of any.

Both principal and interest being payable in legal tender of the United States of America, of the present standard at the office of said The First National Bank of Highland Park, or at its banking house in Illinois, as the legal holder of said principal indebtedness may from time to time in writing appoint. Principal note bears interest after maturity at the highest rate for which it is now in such case lawful to contract.

The identity of the said principal note hereby secured is evidenced by the certificate thereon of said Trustee.

NOW, THEREFORE, the said party of the first part, for the better securing of the payment of the said principal sum of money and said interest, and the performance of the covenants and agreements herein contained, by the said party of the first part to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the said party of the second part, its executors and assigns, the following described Real Estate, situated in the County of Cook

in the State of Illinois, to wit: The East 33-1/2 feet of Lot 31 (except the North 8 feet dedicated for alley) in Brown's 2nd addition to Argyle, a subdivision of that part of the North 6.62 chains of the North West 1/4 of the South West 1/4 of Section 8, Township 40 North, Range 14 East of the Third Principal Meridian, lying East of the center of Clark Street in Cook County, Illinois.

1000

COOK COUNTY, ILLINOIS FILED FOR RECORD

1980 MAR -3 PM 1:02

Clairmont H. Olson REGISTER OF DEEDS

25378499

TOGETHER, with all and singular the tenements, hereditaments and appurtenances therunto belonging, and the rents, issues and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, power, and all other fixtures in, or that may be placed in any building now or hereafter standing on said land, and also all the estate, right, title and interest of the said party of the first part of, in and to said premises.

TO HAVE AND TO HOLD the above described premises, with the appurtenances and fixtures, unto the said party of the second part, its successors and assigns, forever, for the purposes, uses and trusts herein set forth, and for the security of the said principal note hereinbefore described and 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 said party of the first part does hereby expressly release and waive.

AND SAID PARTY OF THE FIRST PART, for said party, and for the heirs, executors, administrators and assigns of said party, does covenant and agree with the said party of the second part, for the use of the holder or holders of said principal note, until the indebtedness aforesaid shall be fully paid, to keep said premises in good repair; to pay all taxes and assessments levied or assessed upon said premises, or any part thereof, and not to suffer any part of said premises or any interest therein, to be sold or forfeited for any tax or special assessment whatsoever, nor suffer any lien of mechanic or material men to attach to said premises, nor do, nor permit to be done, upon said premises, anything that may impair the value thereof, or the security intended to be effected by virtue of this instrument; and in case of the failure of said party of the first part thus to pay such taxes or special assessments before the commencement of the annual tax sale in said county, or to keep the buildings on said premises in good repair, or to pay any such liens of mechanics or material men, then said party of the second part or the holder or holders of said principal note, at his or their option, may such taxes or special assessments, or redeem said premises from any tax sale, or purchase any tax title obtained, or that shall be obtained thereon; and said party of the second part, or the holder or holders of said principal note, may, at any time, pay or settle any and all suits or claims for liens of mechanics or material men or any other claims that may be made against said premises or make repairs to said premises; and all moneys paid for any such purpose, and any other moneys disbursed by the party of the second part or the legal holder or holders of said principal note, to protect the lien of this Trust Deed, with interest thereon at the highest rate for which it is then in such case lawful to contract, shall become so much additional indebtedness secured by this Trust Deed, and be included in any decree foreclosing this Trust Deed and be paid out of the rents or proceeds of sale of the lands and premises aforesaid, if not otherwise paid by said party of the first part; and it shall not be obligatory to inquire into the validity of such tax deed, taxes or special assessments, or of sales therefor, or of liens of mechanics or material men, or into the necessity of such repairs, in advancing moneys in that behalf as above authorized; but nothing herein contained shall be construed as requiring the said party of the second part, or the legal holder or holders of said principal note, to advance or expend money for taxes or special assessments, or for other purposes aforesaid.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid, the said party of the first part, for said party, and for the heirs, executors, administrators and assigns of said party, covenants and agrees to keep all buildings and fixtures that may be upon the said premises at any time during the continuance of the said indebtedness, insured against loss or damage by fire or windstorm, for the full insurable value of such buildings and fixtures, in such responsible insurance company or companies as may be approved by the party of the second part, or the holder or holders of said principal note, and to make all sums recoverable upon such policies payable to the party of the second part, or the holder or holders of said principal note, and to deliver to said party of the second part, or the holder or holders of said principal note, and to deliver all such policies to the said party of the second part, or the holder or holders of said principal note; and in case of failure to insure as above provided, the party of the second part, or the holder or holders of said principal note, or of any of them, may procure such insurance, and all moneys paid for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, appoint a receiver for the benefit of the legal holder or holders of the indebtedness secured hereby, with power to collect the rents, issues and profits of the said premises during the pendency of such foreclosure suit, and, in case of sale and a deficiency, during the full fifteen months' statutory period of redemption; and the court may from time to time authorize said receiver to apply the net amount in his hands in payment (in whole or in part) of any or all of the items following: (1) Amount due upon the indebtedness secured hereby, (2) amount due upon any decree entered in any suit foreclosing this trust deed, (3) insurance of the improvements upon said premises, or (4) taxes, special assessments or any other lien or charge upon said premises that may be or become superior to the lien of this trust deed or of any decree foreclosing the same.

AND IT IS FURTHER COVENANTED AND AGREED, that in case of default for thirty days in making payment of any installment due in accordance with the terms thereof, either of principal or interest, or of a breach of any of the covenants or agreements herein contained to be performed by the party of the first part, or the heirs, executors, administrators or assigns of said party, then the whole of said principal sum hereby secured shall at once, at the option of the holder or holders of said principal note, become immediately due and payable without notice to said party of the first part, or the heirs, legal representatives, or assigns of said party.

And thereupon the legal holder or holders of said principal note, or the party of the second part for the benefit of the legal holder or holders of said note shall have the right to immediately foreclose this Trust Deed, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said party of the first part, or any party claiming under said party, and without regard to the solvency or insolvency, at the time of such application for a receiver, of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the then value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, appoint a receiver for the benefit of the legal holder or holders of the indebtedness secured hereby, with power to collect the rents, issues and profits of the said premises during the pendency of such foreclosure suit, and, in case of sale and a deficiency, during the full fifteen months' statutory period of redemption; and the court may from time to time authorize said receiver to apply the net amount in his hands in payment (in whole or in part) of any or all of the items following: (1) Amount due upon the indebtedness secured hereby, (2) amount due upon any decree entered in any suit foreclosing this trust deed, (3) insurance of the improvements upon said premises, or (4) taxes, special assessments or any other lien or charge upon said premises that may be or become superior to the lien of this trust deed or of any decree foreclosing the same.

AND IN CASE OF FORECLOSURE of this Trust Deed by said Trustee or by the holder or holders of said principal note or of any of them in any court of law or equity, a reasonable sum shall be allowed for the solicitors' and stenographers' fees of the complainant in such proceeding, court reporters' fees at actual cost, and also for all outlays for documentary evidence and cost of a complete abstract of title to said premises, and for an examination or opinion of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the said party of the second part, or the holder or holders of said principal note, shall be made a party thereto by reason of this instrument Was Prepared By:

Rhonda Arluccle

First National Bank of Highland Park 513 Central Ave. Highland Park, IL 60035

In the event of conveyance of the premises, in whole or in part, without the prior written consent of the legal holder thereof, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable.

BOX 533

67-02-610 / 543264 Adulterium 2

25 378 499

deed, their costs and expenses and the reasonable fees and charges of the attorneys or solicitors of the party of the second part and of the holder or holders of said principal note, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises, under this deed, and all such attorneys', solicitors', court reporters' and stenographers' fees, costs, expenses and other charges shall become so much additional indebtedness secured hereby, and be allowed in any decree foreclosing this trust deed.

And there shall be included in any decree foreclosing this trust deed and be paid out of the rents or proceeds of any sale, made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale and conveyance, including attorneys', solicitors', stenographers', court reporters', trustee's fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) All the moneys advanced by the party of the second part, or any one or more of the holders of said principal note, for any purpose authorized in this Trust Deed, with interest on such advances at the highest rate for which it is in such case lawful to contract, at the time such advances are made; (3) All the accrued interest remaining unpaid on the indebtedness hereby secured; (4) All of said principal money remaining unpaid. The surplus of the proceeds of sale, if any, shall then be paid to the said party of the first part, or the heirs, legal representatives or assigns of said party, on reasonable request.

A RECEIPT IN FULL of said premises shall be made by the party of the second part to said party of the first part, or to the heirs or assigns of said party, on full payment of the indebtedness aforesaid, the performance of the covenants and agreements herein made by the party of the first part, and the payment of the reasonable fees of the said party of the second part.

It is expressly agreed that neither the said Trustee, nor any of its agents or attorneys, nor the holder or holders of any note hereby secured, shall incur any personal liability on account of anything that it, he or they may do or omit to do under the provisions of this deed, except in case of its, his, or their own gross negligence or misconduct.

The Trustee hereunder may at any time resign or discharge itself of and from the trust hereby created by a resignation in writing filed in the Recorder's office of the county in which this instrument shall have been recorded.

In case of the resignation, inability or refusal to act of the said party of the second part at any time when its action hereunder may be required by any person entitled thereto, then Chicago Title and Trust Company, an Illinois corporation, having its principal office in the City of Chicago, County of Cook, State of Illinois, shall be and it is hereby appointed and made successor in trust to the said party of the second part under this Trust Deed, with identical powers and authority, and the title to said premises shall thereupon become vested in such successor in trust for the uses and purposes aforesaid.

WITNESS the hand and seal of said party of the first part, this 12th day of February A. D. 1980.

Norman Caplan (SEAL) Rosemary Lopiano (SEAL)

State of Illinois County of Lake



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that Norman Caplan and Rosemary Lopiano, his wife

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 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 12th day of February, 1980. [Signature] Notary Public

IMPORTANT For the protection of both the borrower and lender, the principal note secured by this Trust Deed should be identified by The First National Bank of Highland Park, Trustee, before the Trust Deed is filed for record.

The principal note mentioned in the within Trust Deed have been identified herewith. Register No. 4373

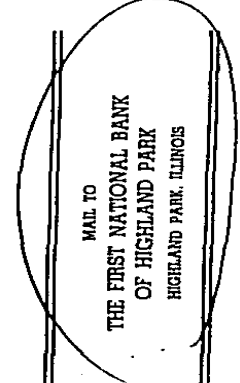
THE FIRST NATIONAL BANK OF HIGHLAND PARK Assistant Secretary [Signature]

TRUST DEED

(INSTALLMENT NOTE)

TO THE FIRST NATIONAL BANK OF HIGHLAND PARK HIGHLAND PARK, ILLINOIS

Trust No. M-2702 Loan No. \$ 48,000.00 5 years at 11.75% Date February 12, 1980



25 378 499