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TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 20, 19 87, between Marianne Coplan, married to Benjamin H. Schapiro

STACOR

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 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 \$60,000.00

Sixty thousand and no/100ths-----Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF Robert C. Coplan, 585 Pine Grove Lane, Naples Florida

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from April 20, 1987 on the balance of principal remaining from time to time unpaid at the rate of 8.5 percent per annum in instalments (of interest only) as follows: (\$425.00)

Four hundred Twenty-five and no/100ths-----Dollars or more on the 20th day of May 19 87, and Four hundred Twenty-five and no/100ths (\$425.00)-Dollars or more on the 20th 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 20th day of April, 1987. 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 12.0 per annum, and all of said principal and interest being made payable at such banking house or trust company in Naples, Florida, 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 Robert C. Coplan 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, situate, lying and being in the City of Evanston, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

THIS IS A JUNIOR AND SUBORDINATE MORTGAGE to a Mortgage dated April 20, 1987 as Document #LR3609376 for the Amount of \$50,000.00

**SEE ATTACHED

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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 thereon 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, also subject to Exhibit "A" attached hereto.

WITNESS the hand and seal of Mortgagors the day and year first above written.

Marianne Coplan [SEAL] Benjamin H. Schapiro [SEAL] Marianne Coplan Benjamin H. Schapiro [SEAL]

STATE OF ILLINOIS,

I, Jeanne R. Cleveland

SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Marianne Coplan married to Benjamin H. Schapiro and Benjamin H. Schapiro

who are personally known to me to be the same person S whose name S 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.

Given under my hand and Notarial Seal this 20th day of April 19 87

Jeanne R. Cleveland Notary Public

Notarial Seal

7114038 D.F. McCarthy

UNOFFICIAL COPY

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Exhibit "A" To Trust Deed

If all or any part of the premises or any interest, legal, equitable or otherwise in it is sold or transferred (or if any or all of a beneficial interest in a land trust holding title to the premises is sold or transferred) without Trustee's prior written consent, Trustee may, at its option, require immediate payment in full of all sums secured by this Trust Deed. However, this option shall not be exercised by Trustee if such exercise is then prohibited by federal or Illinois law.

If Trustee exercises this option, Trustee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagor will be in default hereunder and under said note; and Trustee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

Maximum indebtedness due pursuant to this Trust Deed shall not exceed the sum of \$200,000.00.

Mortgagors shall, within 10 days after written request, provide Trustee with evidence of current insurance protection and of payment of all premiums due and all real estate taxes and assessments.

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Property of Cook County Clerk's Office

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PROPERTY ADDRESS: 1719 BRUMMEL, EVANSTON, ILLINOIS 60202

LOT 45 IN FIRST ADDITION TO ARTHUR DUNAS HOWARD AVENUE
SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF
SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NO.: 10-25-216-020-0000

PROPERTY ADDRESS: 1501 OAK STREET, UNIT 409, G-20

UNIT NOS. 409 AND G-20, IN OAK COURT CONDOMINIUM, AS DELINEATED
ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 3 AND 4
IN OWNER'S SUBDIVISION OF LOTS 8 TO 12, BOTH INCLUSIVE, IN A. J.
BROWN'S SUBDIVISION OF THE WEST 244 FEET OF BLOCK 54 IN THE
ORIGINAL VILLAGE (NOW CITY) OF EVANSTON, IN THE WEST 1/2 OF THE
SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF
THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH
SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF
CONDOMINIUM RECORDED AS DOCUMENT 25607165 TOGETHER WITH ITS
UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PERMANENT TAX NOS.: 11-18-315-010 11-18-315-011

(Unit 409)

A-20

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