

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made April 17 1987, between

WILLIAM F. NAPLETON AND MARY K. NAPLETON, His Wife

herein referred to as "Mortgagors," and

MARQUETTE NATIONAL BANK,

a national Banking Association 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

ONE HUNDRED THOUSAND AND NO/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 8 per cent per annum in instalments as follows:

Eight Hundred Thirty Six and 45/100--(\$836.45)--

Dollars on the first day of July 19 87 and

Eight Hundred Thirty Six and 45/100--(\$836.45)--

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 June, 2002. 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% 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 MARQUETTE NATIONAL BANK 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 Western Springs COUNTY OF AND STATE OF ILLINOIS.

to wit: Lot 14 in Block 16 in J. C. Caldwell's Subdivision of C.C. Lay's Addition to Western Springs (except Block 15 and except the North 2 acres of the East half of Block 16 including streets), it being a subdivision of the East half of the North West quarter of Section 6, Township 38 North, Range 12, East of the Third Principal Meridian and 3.554 acres in the South part of Section 31, Township 39 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois, subject to general real estate taxes for 1979 and subsequent years, and to conditions, restrictions and covenants of record.

P. I. # 18-06-131-012

140222 FROM 1732 05/27/87 16-08 00 #3724 #B #11-291760

This Instrument Prepared By:

Joseph L. Scheurich 4/17/87

6316 South Western Avenue, Chicago, Illinois 60636

COOK COUNTY RECORDER

THIS LOAN IS PAYABLE AT THE END OF 15 YEARS. AT MATURITY YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO LEGAL OBLIGATION TO RENEW THE LOAN AT THAT TIME. YOU WILL BE RESPONSIBLE FOR FINDING A LENDER OUT OF OTHER SOURCES YOU MAY WANT OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN.

87291760

County of Cook

William F. Napleton and Mary K. Napleton, 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

OFFICIAL SEAL LORRAINE A. SCHROEDER Notary Public, State of Illinois My Commission Expires 3/15/90

14th day of May A.D. 1987

Lorraine A. Schroeder Notary Public

87-291760

1300

1300

092162-48-

My Commission Expires 3/15/90

Notary Public, State of Illinois

LORENAE A. SCHROEDER

OFFICIAL SEAL

under my hand and Notarial Seal this 14th day of May A.D. 1987

Notary Public

Signature of Notary Public

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 have read and understood the contents of the instrument as they are and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

the undersigned a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

STATE OF ILLINOIS County of COOK William F. Napleton and Mary K. Napleton, His Wife

Witness the hand and seal of Mortgagors the day and year first above written. William F. Napleton X Mary K. Napleton X

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. TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes and uses and trusts hereinafter set forth, free from all rights and benefits under and by virtue of the Homestead and Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

THIS INDENTURE, made April 17 1987, between WILLIAM F. NAPLETON AND MARY K. NAPLETON, HIS WIFE herein referred to as "Mortgagors," and MARGUERITE NATIONAL BANK a national banking Association 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 Instrument Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of ONE HUNDRED THOUSAND AND NO/100 dollars evidenced by one certain Instrument Note of the Mortgagors of even date herewith, made payable to BARRER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 8 per cent per annum in installments as follows: Eight Hundred Thirty Six and 45/100--(\$836.45) Dollars on the first day of July 19 87 and Eight Hundred Thirty Six and 45/100--(\$836.45) Dollars on the first day of each month thereafter until said note is fully paid except that the first day of June, 2012 on the unpaid principal balance and the remaining principal and interest being made payable at such banking house or trust company in Chicago Illinois, as the holder of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of MARGUERITE NATIONAL BANK 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 covenants and agreements herein contained, by the Mortgagors to be performed, and

THE ABOVE SPACE FOR RECORDERS USE ONLY

CIVIL BUILDER, SECRETARY OF ASSOCIATION

PROVISIONS OF TRANSFER TAX ACT

87291760

TRUST DEED

UNOFFICIAL COPY

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 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 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 the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. 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 desire to contest.

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 under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable in case of loss or damage, to Trustee for the benefit of the holders of the note such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal 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.

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 in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or foreclosure affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for such matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the maximum lawful rate. 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.

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 office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

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 to the contrary 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 herein contained.

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 the lien 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, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs which may be estimated as to items to be extended after entry of the decree of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances 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 to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the maximum lawful rate, when paid or incurred by Trustee or holders of the note in connection with any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for foreclosure or with interest thereon at the maximum lawful rate, in connection with the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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 and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits. The receiver shall also have power to operate and manage 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 in whole or in part: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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, 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 acts 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 indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof 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 genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has been executed a certificate on any instrument identifying same as the note described herein, if may accept as the genuine 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 Titles in which this instrument shall have been recorded or filed in case of the resignation, inability or refusal to act of Trustee, the duties and authority of Trustee in such counties in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers 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 the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

16. The Holder of the Note may collect a "late charge" not to exceed \$10.00 for each collar, (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

17. In addition to the monthly payment of principal and interest herein specified, the Mortgagors shall pay 1/12th the annual amount of the general taxes with each monthly payment. In the event such payment shall not be sufficient to pay such taxes when due, Mortgagors agree to deposit, on demand, such additional amounts as may be required for that purpose.

18. With respect to any deposit of funds made by the Mortgagors hereunder, it is agreed as follows: (a) Mortgagors shall not be entitled to any interest on any such deposits; (b) Such deposits shall be held and used exclusively, as herein provided, and shall be irrevocably appropriated to the terms hereof, or of the Note, the holder of the note may, at its option, notwithstanding the purpose for which said deposits were made, apply the same in reduction of said indebtedness or any other charges then accrued, or to be accrued, secured by this Trust Deed.

19. It is expressly agreed and understood that in the event of transfer of title to the real estate described herein, without first obtaining the written consent of the holder of the Note secured hereby, the entire balance due on the Note shall then become due and payable in full.

In the event Mortgagor shall sell, execute Articles of Agreement for Deed, assign, convey, sell under contract of sale, lease with option to purchase or otherwise attempt to dispose of any interest herein, or shall be diverted of title or any interest herein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Holder of the Note secured hereby being first obtained, the Holder shall have the right and option to declare any indebtedness of obligations secured hereby, irrespective of the maturity date specified in the note, immediately due and payable. If the option is not exercised by the Holder, a reasonable transfer fee shall be paid.

IMPORTANT
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.

The instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. R.E.L. No. 7000
MARQUETTE NATIONAL BANK, as Trustee,
by Joseph L. Scheurich
Joseph L. Scheurich - Real Estate Loan Officer

D NAME
E STREET
L CITY
V CITY
E CITY
R CITY
Y CITY

MAIL

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
4233 Rose Avenue
Western Springs, Illinois
60558

OR
RECORDERS OFFICE BOX NUMBER XXXX 300