

UNOFFICIAL COPY

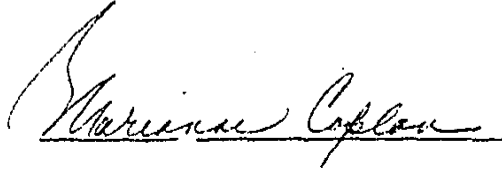
State of Illinois
County of Cook

7 3 6 0 9 3 7 6



Registrar of Titles, Cook County, Illinois:

I, Marianne Cople being first duly sworn on oath depose and say that I am married to Benjamin Shapiro but have chosen to keep my maiden name. I further state that I understand that the Torrens Certificate of Title will be issued in my maiden name. I agree to hold the Registrar of Title harmless against any claims or damages that may arise from the issuance of such certificate in my maiden name.



Property of Cook County Clerk's Office

Subscribed and sworn to before me
this 20th day of April, 1987

Victor A. Malowski
Notary Public

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Property of Cook County Clerk's Office

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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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717996 TRUST DEED

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CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 20 1987, between Marianne C. Coplan, married to Benjamin H. Schapiro

11-500

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesses:

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 (\$50,000.00)

Fifty 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 33940

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 per cent per annum in instalments (including principal and interest) as follows: (\$492.37)

Four hundred ninety-two and 37/100ths-----Dollars or more on the 20th day of May 1987, and Four hundred ninety-two and 37/100ths-----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, 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 12.0 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:

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.

PT 10-25-216-020-0000
P.A. 1719 Brummel
Evanston, IL 60202

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto be owing, 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 therein 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 s and seal s of Mortgagors the day and year first above written

Marianne Coplan | SEAL | Benjamin H. Schapiro | SEAL |
Marianne Coplan | SEAL | Benjamin H. Schapiro | SEAL |

STATE OF ILLINOIS, I, Steven J. Bernstein
County of Cook 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 MARRIED TO MARIANNE COPLAN 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 1987
Commission expires 4/29/88 Notary Public

NOTE IDENTIFIED

7108417 PTE MCLANTY

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CHICAGO TITLE INS. 71-08-41Z

CHICAGO TITLE INS.

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

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THE CHICAGO TITLE AND TRUST COMPANY
717996
Trustee

FOR THE PROTECTION OF BOTH THE BORROWER AND TRUST SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD
3609376

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when this instrument shall be construed to mean "notes" when more than one note is used.

17. Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons claiming under or through whom such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

18. 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 for of a and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the note, representing all indebtedness hereby secured. This release shall not constitute an admission or acknowledgment of any indebtedness on the part of the Trustee or any person named in this instrument.

19. Trustee shall not be liable for any gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities from the parties herein for such negligence or misconduct.

20. 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.

21. 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 a lien upon the premises, as their rights may appear.

22. 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.

23. 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 for of a and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the note, representing all indebtedness hereby secured.

24. Trustee shall not be liable for any gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities from the parties herein for such negligence or misconduct.

25. 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.

26. 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 for of a and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the note, representing all indebtedness hereby secured.

27. Trustee shall not be liable for any gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities from the parties herein for such negligence or misconduct.

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32. 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 for of a and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the note, representing all indebtedness hereby secured.

33. Trustee shall not be liable for any gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities from the parties herein for such negligence or misconduct.

34. 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.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)