

UNOFFICIAL COPY

THIS INDENTURE, WITNESSETH, That ROSS A. BENNETT AND SUSAN M. BENNETT HUSBAND AND WIFE

(hereinafter called the Grantor), of 1692 WHITCOMB, DES PLAINES, ILLINOIS (State)

for and in consideration of ~~the sum of~~ THE GUARANTY OF THE SUM OF ONE HUNDRED FIFTY THOUSAND Dollars in hand paid, CONVEY AND WARRANT to VACALA CONSTRUCTION CO, INC. of 14045 PETRONELLA, UNIT A, LIBERTYVILLE, ILLINOIS (State)

and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in DES PLAINES County of COOK and State of Illinois, to-wit:

LOT 12 IN BLOCK 6 IN ARTHUR T. MC INTOSH AND COMPANY'S DES PLAINES HEIGHTS, A SUBDIVISION OF BLOCK 10 IN THE "NORRIE PARK" A SUBDIVISION OF THE NORTH PART (EAST OF THE RAILROAD) OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART LYING EAST OF THE RAILROAD AND SOUTH OF NORRIE PARK AFORESAID OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20 AFORESAID, ALSO THAT PART WEST OF DES PLAINES ROAD OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1919 AS DOCUMENT NO. 6647601, IN COOK COUNTY, ILLINOIS.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor S. ROSS A. BENNETT AND SUSAN M. BENNETT

justly indebted upon ONE principal promissory note bearing even date herewith, payable to LAKE FOREST BANK & TRUST COMPANY DATED MAY 9, 1994, IN THE ABOVE MENTIONED AMOUNT (\$150,000.00) WHICH THE HOLDER HAS GUARANTEED FOR THE GRANTORS.

SAID NOTE MUST BE REFINANCED OR PROPERTY SOLD OR GUARANTY RELEASED WITHIN NINETY (90) DAYS OF ROSS A. BENNETT LEAVING THE EMPLOYMENT OF VACALA CONSTRUCTION CO., INC., OR GRANTORS WILL BE IN DEFAULT.

94445445

09-21-303-027

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustee herein as their interests may appear, with policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances, or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at eight per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole or said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at eight per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees, orlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a recorded owner is: ROSS A. BENNETT AND SUSAN M. BENNETT

IN THE EVENT of the death or removal from said COOK County of the grantee, or of his resignation, refusal or failure to act, then RECORDER OF DEEDS of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand S and seal S of the Grantor S this 9TH day of MAY, 19 94

R.B. (SEAL) S.B. Susan M. Bennett (SEAL)

This instrument was prepared by KIM R. DENKEWALTER, 790 FRONTAGE ROAD, NORTHELD, IL 60093 (NAME AND ADDRESS)

FIRST AMERICAN TITLE

C 75284

94445445

23.50

UNOFFICIAL COPY

STATE OF ILLINOIS }
COUNTY OF LAKE } ss.

I, NANETTE Hoste, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ROSSAS BENNETT AND SUSAN M. BENNETT

personally known to me to be the same person S whose name S 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 10 day of May, 19 94

(Impress Seal Here)

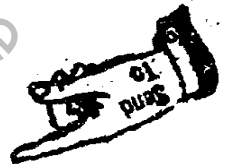
Nanette Hoste

Notary Public

Commission Expires 11/16/97



DEPT-01 FILING \$23.50
T41111 RAN 5325 05/18/94 10:08:00
#3723 #147 #-94-445445
COOK COUNTY RECORDER



BOX No. 9445445

SECOND MORTGAGE

Trust Deed

TO

*Lake Forest Bank & Trust
727 N. Bank Lane
Lake Forest, Ill 60455*

GEORGE E. COLE®
LEGAL FORMS