

TRUST DEED
SECOND MORTGAGE, ILLINOIS**UNOFFICIAL COPY**

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THIS INDENTURE WITNESSETH, That Peter M. Kaspar
and Sara L. Kaspar(hereinafter called the Grantor), of 4143 Grove
Avenue, Brookfield, Illinois,for and in consideration of the sum of One Hundred Thousand
and 00/100 (\$100,000.00) DollarsIn hand paid, CONVEY AND WARRANT to John Rot Jr.
and Beverly M. Rot, his wife
of 941 E. Plainfield, Oswego, Illinoisas Trustee, and to his successors in trust hereinafter named, 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 the County of Cook, and State of Illinois, to-wit:Lot 5 in Masek and Myslivecek's resubdivision of lots 15 to 26 inclusive in block 88,
in S.E. gross' titl'd addition to Grossdale, being a subdivision of that part of the west
of the northeast 1/4 and the east 1/4 of the northwest 1/4, lying north of the road known
as Ogden Avenue (except railroad, also the east 1/4 of the Northeast 1/4 lying south of
Ogden Avenue) all in section 3, township 38 north, range 12, east of the third principal
Meridian in Cook County, Illinois.

Herby releasing and leaving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

18-03-223-018-0000

Permanent Real Estate Index Number

Address(es) of premises: 4143 Grove Avenue Brookfield, Illinois

IN TRUST, nevertheless, for the purpose of carrying performance of the covenants and agreements herein

WHEREAS, The Grantor is justly indebted upon a personal promissory note bearing even date herewith, payable of \$2,777.77

- (1) No principal repayment is required prior to October 15th, 1996 except at the start of the borrower. Principal will be repaid in 36 equal installments starting in October 15, 1996, continuing until paid in full, with interest at 15% on the unpaid balance.
- (2) In addition to the interest and principal payments of the (gross company receipts) 1/12 be paid on October 15th of each year the loan is outstanding.

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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, or loss of, any buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or created; (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 Trustee or Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which 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 time 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, and the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, and charge or increase any tax herein affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and if money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the holder 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, and with interest thereon from time of such breach at 10 per cent per annum, shall be recoverable by foreclosing the same, or by suit at law, or both, the same as if the 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, costs for documentary evidence, stenographer's charges, cost of procuring or preparing 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 item upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether by sale shall have been entered or not, shall not be dismissed, nor release given, until all such expenses and disbursements, and the cost 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, has 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 to 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 same.

The name of a record owner is: Peter M. Kaspar & Sara L. Kaspar

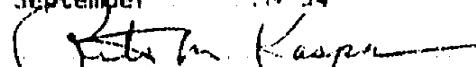
In the event of the death or removal from said COOK County of the grantee, or of his resignation, refusal or failure to act, then

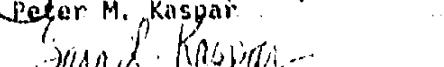
Beverly Rot, of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all of 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.

This trust deed is subject to The Installment Note Terms

Witness the hand and seal of the Grantor this 15th day of September 1994

Please print or type name(s)
below signature(s)


(SEAL)
Peter M. Kaspar


(SEAL)
Sara L. Kaspar

This instrument was prepared by Carol J. Armstrong, 5300 S. Lawndale Ave., Ilc Cook, IL
(NAME AND ADDRESS)

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Jean H. Brzezinski, L.C.D.
136 Shore Drive
Burr Ridge, Ill. 60521