

TRUST AND  
SECOND MORTGAGE (ILLINOIS)

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THIS INSTRUMENT 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) Dollars

in hand paid, CONVEY AND WARRANT to John Rot Jr.  
and Beverly M. Rot, his wife  
of 941 E. Plainfield, Oswego, Illinois

as 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'ed addition to Grossdale, being a subdivision of that part of the west  
1/2 of the northeast 1/4 and the east 1/2 of the northwest 1/4, lying north of the road known  
as Ogden Avenue (except railroad, also the east 1/2 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.

Permanent Real Estate Index Number(s) 18-03-223-018-0000  
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 principal 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 option 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 an annual payment equal to one percent (1%) of the (gross company receipts) will 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 set forth 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 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 to, and in trust for, the Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said holder 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 charge or release any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and the money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at the rate of \_\_\_\_\_ 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 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 \_\_\_\_\_ per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if such 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, outlays for documentary evidence, stenographer's charges, cost of procuring or compiling 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 a date of sale shall have been entered or not, shall not be dismissed, nor release hereof 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, shall have 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 said premises.

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

IN THE EVENT of the death or removal of 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

Peter M. Kaspar (SEAL)  
Sara L. Kaspar (SEAL)

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

Meridian in Cook County, Illinois.

THIS MORTGAGE IS A SECOND MORTGAGE

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Property of Cook County Clerk's Office

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JOHN H. BARCELONA, LTD.  
136 SHORE DRIVE  
BARRIDGE, ILL 60521