

TRUSTEE
SECOND MORTGAGE

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THIS INDENTURE WITNESSETH, that Michael J. Kaspar and Janice A. Kaspar (hereinafter called the Grantor), of 77 Bassford Ave., La Grange, 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 H. Rot, his wife of 941E. Plainfield of Oswego, Illinois

DEPT-01 RECORDING 123.50
T46664 TRAN 7862 10/03/94 13:04:00
#0157 L.C. #94-853712
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

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: The North 48 feet of Lot 2 (except the East 131 feet thereof and except the West 33 feet thereof) in Edgewood Subdivision of that part of the West 1/2 of the Northeast 1/4 of Section 5, Township 38 North, Range 12, East of the Third Principal Meridian, lying South of the North 22.95 Acres thereof and North of the North line of Hillgrove Avenue as laid out. Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number 18-05-210-025

Address(es) of premises: 77 Bassford Ave., La Grange, Illinois

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein WHEREAS, The Grantor is justly indebted upon 9 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 provided 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, or to any building 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 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 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, 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 purchase 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 to the grantee 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 of the Grantor 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 1/2 of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements payable incurred in behalf of plaintiff in connection with this foreclosure hereof -- including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or comparing 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 grantor 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 sale of said premises shall have been entered or not, shall not be dismissed, nor reversed or set aside, 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, and 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: Michael J. Kaspar & Janice A. 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

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

Michael J. Kaspar (SEAL)

Janice A. Kaspar (SEAL)

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

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

North of and adjoining the North Line of the Chicago, Burlington and Quincy Railroad in Cook County, Illinois.

THIS INSTRUMENT IS SUBJECT TO THE INSTALLMENT NOTE TERMS

Handwritten initials/signature

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Property of Cook County Clerk's Office

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JOHN H. BREEDON, LTD.
136 Stone Drive
Blue Ridge, Ia 60521