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DEPT-01 RECORDING \$25.00
T#0010 TRAN 2349 08/09/95 09:31:00
#3330 #LW *95-525567
COOK COUNTY RECORDER

DEPT-10 PENALTY \$22.00

THIS INDENTURE WITNESSETH, That Stanley W. Benecki, a bachelor,

(hereinafter called the Grantor), of 5321 West Pensacola, Chicago, Illinois

for and in consideration of the sum of Two Hundred Thousand and no/100 (\$200,000.00) Dollars

in hand paid, CONVEYS AND WARRANTS to DOROTHY J. CASPERSEN, a married woman

of 397 Palos, Glencoe, Illinois (Grantee),

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, and legally described on attached Exhibit A

Above Space For Recorder's Use Only

BOX 169

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: 05-08-302-016
Address(es) of premises: 397 Palos, Glencoe, Illinois

WHEREAS, The Grantor is justly indebted upon 1 principal promissory note (the "Note") bearing even date herewith, payable upon the earlier to occur of: (a) Grantor's closing upon his sale of the premises; or (b) three years from Grantor's closing on his purchase of the premises. Interest shall also be payable in the manner set forth in the Note. Grantee agrees to subordinate this mortgage to any first mortgage which Grantor may elect to place on the premises. In the event the aforesaid principal sum of \$200,000.00 is due three years after Grantor's closing of his purchase of the premises due to the fact that he has not closed on his sale of the premises within such time period, then, upon payment of said principal sum, Grantor agrees to subordinate this mortgage to any mortgage which Grantor may elect to give in connection with the loan used to pay all or any portion of the aforesaid principal sum.

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, with loss clause attached payable first to the Trustee or Mortgagee, and second, to the Grantee 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, 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 mortgage 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 10 percent 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 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 percent 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, 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 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 gives 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 Stanley W. Benecki
County of the grantor or of his recognition, refusal or failure to act, then

and if for any cause and for any reason he shall fail or refuse to act, the person who shall then be the acting Trustee of said Trust Deed and County is hereby appointed to be the acting Trustee in the event of the death or removal of the Grantor. And when all of the aforesaid covenants and agreements are performed, the grantor or his successor shall release said premises to the party entitled, on receiving his reasonable charges. In the event Grantor does not close on his sale of the premises within three years from the closing on his purchase of the premises, the principal sum of \$200,000.00 shall, upon the expiration of such three year period, be due in full. However, in no event shall interest, as set forth in the Note, be due unless and until Grantor has closed on his sale of the premises.

Witness the hand and seal of the Grantor this 3rd day of AUGUST, 1995. (SEAL)

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

Stanley W. Benecki (SEAL)

This instrument was prepared by F. James Helms, Tenney & Bentley, 111 West Washington Street, Chicago, IL 60602

25.00
+22.00pen

RETRIEVE COUNTY INDEX # 7116 3044

PROPERTY OF COOK COUNTY CLERK

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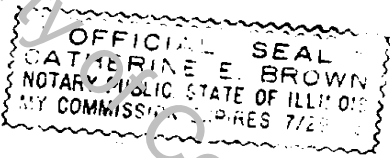
STATE OF Illinois }
COUNTY OF Cook } ss.

I, _____ the undersigned _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Stanley W. Benecki, a bachelor

personally known to me to be the same person whose name _____ is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 official seal this 3rd day of August, 1995

(Impress Seal Here)



Catherine E. Brown
Notary Public

Commission Expires _____

Property of Cook County Clerk's Office

295522556

BOX No. _____
SECOND MORTGAGE
Trust Deed

Mailed to:
TO
Stanley McPhee - Esq.
825 Green Bay Rd
Suite 270
Wilmette, IL
60091

GEORGE E. COLE
LEGAL FORMS

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RIDER - LEGAL DESCRIPTION

PARCEL 1:

LOT 2 IN BLOCK 1 IN E. P. MAYNARD AND COMPANY'S SHERIDAN ROAD SUBDIVISION OF BLOCKS 26 AND 27 (EXCEPT THE NORTH 33 FEET OF BOTH BLOCKS) AND ALL OF BLOCK 28 IN A. H. TAYLOR'S ADDITION TO THE TOWN OF TAYLORSPOBT AND ALSO VACATED LAKE STREET BETWEEN PALOS STREET AND SOUTH AVENUE, ALL IN THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 8, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOTS 6 AND 7 IN BLOCK 1 IN E. P. MAYNARD AND COMPANY'S SHERIDAN ROAD SUBDIVISION OF BLOCKS 26, 27 AND 28 IN A. H. TAYLOR'S ADDITION TO THE TOWN OF TAYLORSPOBT AND ALSO VACATED LAKE STREET BETWEEN PALOS STREET AND SOUTH AVENUE, ALL IN THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 8, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 7, 80.10 FEET SOUTHEASTERLY OF THE NORTHWESTERLY CORNER THEREOF, THENCE SOUTH 26 DEGREES 34 MINUTES EAST ALONG SAID LINE 99.95 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 6, THENCE NORTH 77 DEGREES 48 MINUTES 20 SECONDS EAST A DISTANCE OF 29.70 FEET (SAID COURSE EXTENDED NORTHEASTERLY INTERSECTS A LINE DRAWN FROM A POINT IN THE NORTH LINE OF SAID LOT 7, 100 FEET EAST OF THE NORTHWEST CORNER THEREOF TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 6, 100 FEET NORTHEASTERLY OF THE SOUTHWESTERLY CORNER THEREOF AND SAID INTERSECTION POINT IS 75 FEET NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF LOT 6) THENCE NORTH 5 DEGREES 27 MINUTES WEST 36.33 FEET; THENCE NORTH 22 DEGREES 40 MINUTES WEST 57.95 FEET, THENCE 82 DEGREES 13 MINUTES WEST 48.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 05-08-302-016

COMMONLY KNOWN AS: 397 PALOS RD, GLENCOE, IL 60022

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