

TRUST DEED

NO. 101NW

51-43344

27525046

This Indenture, WITNESSETH, That the Grantor

Phillip Pizzitola and Constance Pizzitola his wife, as joint tenants

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Nine Thousand Two Hundred Ninety-Two and 80/100 Dollars

in hand paid, CONVEY AND WARRANT to GERALD E. SIKORA Trustee

of the City of Chicago County of Cook and State of Illinois

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, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the City of Chicago County of Cook and State of Illinois, to-wit:

THE NORTH HALF OF LOT 31 AND LOT 32 (EXCEPT THE NORTH 6 FEET THEREOF)
IN BLOCK 10 IN THE SUBDIVISION OF BLOCKS 9 AND 10 OF EDSON SUBDIVISION
OF THE SOUTH THREE QUARTERS OF THE EAST HALF OF THE NORTHWEST QUARTER
OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, EXCEPT A PART IN THE NORTHEAST CORNER THEREOF TOGETHER WITH
PART OF LOT 12 IN LAWIN, SMITH AND DYER'S SUBDIVISION OF THE NORTH
EAST QUARTER OF SAID SEC 10 T 20 N

Commonly Known As: 3621 North Lakeview Chicago, Illinois 60613
Permanent Tax No. 14-20-125-012-3800

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 Phillip Pizzitola and Constance Pizzitola his wife, as joint tenants

justly indebted upon one principal promissory note bearing even date herewith, payable
Lake View Trust and Savings Bank of Chicago

payable in 60 successive monthly instalments each of \$154.88 per month
on the note commencing on the 01 day of JUNE 1985, and on the same date of
each month thereafter, until paid, with interest after maturity at the highest
lawful rate.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June 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 destruction of improvements on said premises, to cause the same to be replaced or repaired; (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.

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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 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 of said prior incumbrances and the interest thereon from time to time, and all money so paid, the grantor agrees to repay immediately without demand, and all prior incumbrances and the interest thereon from the date of payment at seven 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 of said indebtedness, including principal and all earned interest, shall, at the option of the holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, at seven 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 complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole 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 decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor and for the heirs, executors, administrators and assigns of said grantor, waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose this Trust Deed in court in which such bill is filed, may at once and without notice to the said grantor, or to any party claiming under said 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.

In THE EVENT of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then Thomas F. Bussey 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 and seal of the grantor this 77 day of April A. D. 19 85

X Phillip Pizzitola (SEAL)

X Constance Pizzitola (SEAL)

X Constance Pizzitola (SEAL)

X Constance Pizzitola (SEAL)

UNOFFICIAL COPY

State of Illinois

County of Cook

I, DOLores GERLACH

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Phillip Pizzitola and Constance Pizzitola his wife, as joint tenants

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 he^y 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
day of APRIL A. D. 19 85

Dolores Gerlach
Notary Public

25 APR 85 2 47

APR-25-85 15 16 1 • 27525046 • A

11.00

11.00

Trust Deed

Box No. 146

Phillip & Constance Pizzitola
3621 North Lakewood
Chicago, Illinois 60613
TO
GERALD E. SIKORA, Trustee
Lake View Trust & Savings Bank of Chicago
3201 North Ashland Avenue
Chicago, Illinois 60657

THIS INSTRUMENT WAS PREPARED BY:

JulieAnne Balling
Lake View Trust & Savings Bank of Chicago
3201 North Ashland Avenue
Chicago, Illinois 60657
LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE., CHICAGO, IL 60657
312/525-2180

27525046

END OF RECORDED DOCUMENT