



TRUST DEED UNOFFICIAL COPY 6 9

723918

THIS INDENTURE, made May 5, 1988, between GIUSEPPE FIORANTE and TERESA FIORANTE, his wife

THE ABOVE SPACE FOR RECORDING USE ONLY 1988 between GIUSEPPE FIORANTE and TERESA FIORANTE

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

Two hundred sixty thousand and no/100 (\$260,000.00) Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEAKER MICHELE MASTROSIMONE and FRANCES MASTROSIMONE, his wife

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from May 5, 1988 on the balance of principal remaining from time to time unpaid at the rate of 10.25 per cent per annum in installments (including principal and interest) as follows:

Two thousand four hundred eight & 60/100 (\$2,408.60) Dollars or more on the 1st day of July 1988 and two thousand four hundred eight & 60/100 Dollars or more on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of June, 1988. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each installment unless paid when due shall bear interest at the rate of 15 per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago Illinois, as the holders of the note may from time to time, in writing appoint, and in absence of such appointment, then at the office of MICHELE MASTROSIMONE in said City, at 8701 N. Elmore St., Niles, Illinois 60648

NOW, THEREFORE, the Mortgagors in secure payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and in performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described real estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Schiller Park, Cook County of AND STATE OF ILLINOIS, to wit:

Lot 72 in Origer's Subdivision Unit Number 3, being a Resubdivision in the South Section of Alexander Robinson's Reserve in Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

-88-216769

PIN# 12-15-326-010 and 12-15-326-011 9215-19 W. Irving Park, Schiller Park, Illinois

Prepared by: Vito Evola, 7135 W. Higgins, Chicago, IL 60656

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged jointly and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand, S. and seal, S. of Mortgagors the day and year first above written.

GIUSEPPE FIORANTE (SEAL) TERESA FIORANTE (SEAL)

STATE OF ILLINOIS,) I. PETER FRICANO)
County of Cook) a Notary Public in and for and residing in said County, in the State of Illinois, do hereby CERTIFY THAT GIUSEPPE FIORANTE and TERESA FIORANTE

who are 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 they signed, sealed and delivered the said instrument as their free and

OFFICIAL SEAL PETER FRICANO NOTARY PUBLIC, STATE OF ILLINOIS Notary Public Expires 1/28/90

5th day of May 1988 Peter Fricano Notary Public

UNOFFICIAL COPY

8303 W. Higgins, Chicago, IL 60631

FOR RECORDS, RECORDS AND PROVISIONS

THE FIRST TRUST COMPANY
Identification No. 723918

FOR THE PROVISIONS OF THE FIRST TRUST COMPANY AND FIRST TRUST COMPANY, THE FIRST TRUST COMPANY

1. Mortgagees shall...
2. Mortgagees shall pay...
3. Mortgagees shall...
4. In case of default...
5. The Trustee...
6. Mortgagees shall...
7. When the mortgage...
8. All costs...
9. Upon...
10. No action...
11. The power...
12. The mortgage...
13. The mortgage...
14. The mortgage...
15. This trust deed...

694291288

UNOFFICIAL COPY

RIDER

This Rider is attached to and made a part of the Trust Deed dated May 5, 1988 by and between Chicago Title and Trust Company, as trustee ("Mortgagee") and GIUSEPPE FIORANTE and TERESA FIORANTE, his wife ("Mortgagor") for the property commonly known as 9215-19 Irving Park Road, Schiller Park, Illinois.

17. In order to insure the payment of all real estate taxes and special assessments on the subject property, the Mortgagor shall deposit with the Mortgagee on each of the due dates for the monthly installments of the loan, an amount equal to 1/12 of the annual real estate taxes.

Initially upon execution of this Trust Deed by the Mortgagor, the Mortgagor shall deposit the sum of \$2,772.96 with Mortgagee. Said amount represents the initial real estate tax escrow.

Further, said monthly tax escrow payment shall be readjusted annually upon the issuance of the entire tax bill for the year, when necessary. Amounts held hereunder by Mortgagee shall be non-interest bearing.

88216769

18. In order to insure the payment of all insurance premiums on insurance policies, the Mortgagor shall pay the Mortgagee on each of the due dates for the monthly mortgagee payment, an amount equal to 1/12 of the annual insurance premium.

Initially upon execution of this Trust Deed, the Mortgagor shall deposit with the Mortgagee the sum of \$220.00 representing the initial insurance escrow. Further said monthly amount may be readjusted from year to year in the event of any change in the insurance premium. Further said amounts held shall not bear interest.

19. The Installment Note, which this Trust Deed secures, may be prepaid in whole or in part without penalty.

Mortgagors:

Giuseppe Fiorante
GIUSEPPE FIORANTE

Teresa Fiorante
TERESA FIORANTE

723918