

Notary Public  
day of \_\_\_\_\_ A.D. 19 89  
I, \_\_\_\_\_, do hereby certify that \_\_\_\_\_  
has appeared before me in person and acknowledged that \_\_\_\_\_  
signed, sealed and subscribed to the foregoing \_\_\_\_\_  
and waives of the right of homestead.

BRUCE A. DICKMAN  
JAMES J. IMPALLARIA AND MICHAEL A. IMPALLARIA  
STATE OF ILLINOIS  
County of \_\_\_\_\_

WITNESS the hand and seal of Mortgagors the day and year first above written.  
JAMES J. IMPALLARIA  
MICHAEL A. IMPALLARIA

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.  
Plus rider  
The 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.  
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, and for the equal security of said principal note heretofore described, without preference or priority of any one of said principal notes over any other by reason of priority of time of maturity, or of the negotiation thereof or otherwise, and free from all right and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.  
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily, and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter (herein or hereon 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, ladder beds, awnings, stoves and water heaters. All of the foregoing, are declared to be a part of said real estate which is 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.  
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily, and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter (herein or hereon 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, ladder beds, awnings, stoves and water heaters. All of the foregoing, are declared to be a part of said real estate which is 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.

COMMONLY KNOWN AS: 119 West 47th Place, Chicago, Illinois  
PERMANENT INDEX NUMBER: 20-08-202-034-0000  
20-08-202-035-0000

OF THE NORTH EAST 1/4 OR SECTION 8, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, AND ALL OF LOTS 3 TO 11, BOTH INCLUSIVE, AND ALL OF LOTS 40 TO 48, BOTH INCLUSIVE, ALSO LOT 12 (EXCEPT THE WEST 0.82 OF A FOOT THEREOF) ALSO THAT PART OF THE VACATED 14 FOOT PUBLIC ALLEY LYING EAST OF THE EAST LINE OF THE WEST 0.82 OF A FOOT OF SAID LOT 12, EXTENDED SOUTH, AND WEST OF THE EAST LINE OF SAID LOT 3, PRODUCED SOUTH; ALSO, THE EAST 24.19 FEET OF LOT 37 (EXCEPT THE SOUTH 70 FEET THEREOF) ALSO LOT 38 (EXCEPT THE SOUTH 70 FEET THEREOF), ALSO LOT 39 (EXCEPT THE WEST 10.17 FEET OF THE SOUTH 70 FEET THEREOF) ALL IN COOK COUNTY, ILLINOIS.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the 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 City of Chicago, County of Cook, State of Illinois, to-wit:

and delivered, said principal notes being in the amounts and maturing as follows: Note (1) Forty-Three Thousand Five Hundred and No-Hundredths (\$43,500.00); Note (2) Fifty-Six Thousand Five Hundred and No-Hundredths (\$56,500.00); payable as per terms of the notes.

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Principal Promissory Notes hereinafter described, said legal holder or holders being herein referred to as holders of the Notes, in the Total Principal Sum of ONE-HUNDRED THOUSAND and NO-HUNDRETHS (\$100,000.00) evidenced by Two (2) Principal Promissory Notes of the Mortgagors of even date herewith, made payable to the ORDER OF BEARER DOLLARS,

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

THIS INSTRUMENT, made 3rd day of April 19 89, between JAMES J. IMPALLARIA & MICHAEL A. IMPALLARIA

89234678

14 00

Prepared by: Bruce Dickman

89234678

CTCA 729665

TRUST DEED



72 09 512 03




RIDER ATTACHED TO TRUST DEED  
DATED MARCH 25th, 1988  
EXECUTED BY: JAMES J. IMPALLARIA  
AND MICHAEL A. IMPALLARIA

1. Any sale, conveyance or transfer of any right, title or interest in the premises specifically described in this Trust Deed to secure the payment hereof or any portion thereof, without the prior written approval of the Holder or any sale, or the placing of the property in trust and thereafter transferring or assigning of any part of the beneficial interest without the prior written approval of the Holder or any conveyance, mortgage or encumbrance of the premises or any part thereof as security for any debt without the prior written approval of the Holder or any assignment of all or any part of the beneficial interest of Trustee as security for any debt without the prior written approval of the Holder, shall constitute a default hereunder the account of which the Holder may declare the entire indebtedness evidenced by the Note to be immediately due and payable and foreclose this Trust Deed immediately or at any time such default occurs.

2. The Grantors hereby waive any and all right of redemption from sale under any order or decree of foreclosure of this Trust Deed on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Grantors, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

3. Grantors agree to pay reasonable attorneys' fees, costs and expenses incurred by Holder in collection and enforcement of the Note, including reasonable fees incurred by Holder for professional services rendered by Bruce A. Dickman or his nominee in matters relating to the Note and this Trust Deed.

  
\_\_\_\_\_  
JAMES J. IMPALLARIA

  
\_\_\_\_\_  
MICHAEL A. IMPALLARIA

729065

89234678

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10-1-2016  
10:00:00 AM

1580002

UNOFFICIAL COPY

8 9 2 3 4 6 7 5

89234678

COOK COUNTY, ILLINOIS

24 3-28

89234678

Property of Cook County Clerk's Office

UNOFFICIAL COPY

11/15/2011 10:00 AM

Property of Cook County Clerk's Office