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**UNOFFICIAL COPY****TRUST DEED**

This instrument was prepared by: Sherwin M. Winer, 205 W. Randolph St. Chicago, Ill. 60606 CTC

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE made OCTOBER 24

19 90, between VINCENT PIZANO and IRMA

PIZANO, his wife.

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 Instalment Note hereinafter described, said legal holder, or holders being herein referred to as Holders of the Note, in the principal sum of **FORTY-TWO THOUSAND AND NO/100 (\$42,000.00)**

Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER,

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from October 24, 1990, on the balance of principal remaining from time to time unpaid at the rate of **11 7/10<sup>1/4</sup>** per cent per annum in instalments (including principal and interest) as follows:

**FOUR HUNDRED SEVENTY-SEVEN & 38/100 (\$477.38)** Dollars or more on the **24th** day of **November** 19**90**, and **FOUR HUNDRED SEVENTY-SEVEN & 38/100 (\$477.38)** Dollars or more on the **24th** 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 **24th** day of **October**, 19**93**. 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 instalment unless paid when due shall bear interest at the rate of **thirteen** per annum, and all 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 **MARTHA BIELAT** in said City;

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, situated, lying and being in the CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot Twenty-nine (29) in Block One (1) in Hurst and Douglass' Subdivision of the East Nineteen (19) acres of the West Thirty-eight (38) acres of the North West Quarter of the South West Quarter of Section Thirty-six (36), Township Forty (40) North, Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 1911 North Whipple, Chicago, Ill. 60647. P.I. # 13-36-303-016

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF FOR FURTHER PROVISIONS OF THIS TRUST DEED.

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COOK COUNTY RECORDER

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 primarily 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, indoor 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 Laws 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.

*Sherwin Winer* [ SEAL ] *Irma Pizano* [ SEAL ]  
VINCENT PIZANO [ SEAL ] IRMA PIZANO [ SEAL ]

STATE OF ILLINOIS,

{ SS.

I, *Sherwin Winer*, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT **VINCENT PIZANO and IRMA PIZANO, his wife.**

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 Notary act, for the uses and purposes therein set forth.

Sherwin Winer

Notary Public, State of Illinois under my hand and Notarial Seal this 24th day of October 19 90.  
My Commission Expires Dec. 13, 1991

Notary Public

Notarial Seal



# UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A PART OF THAT CERTAIN TRUST DEED, DATED OCTOBER 24, 1990,  
WHEREIN VINCENT PIZANO AND IRMA PIZANO, HIS WIFE, ARE MORTGAGORS, AND CHICAGO TITLE  
AND TRUST COMPANY, IS TRUSTEE, COVERING THE PREMISES COMMONLY KNOWN AS 1911 NORTH  
WHIPPLE STREET, CHICAGO, ILLINOIS.

THE FOLLOWING ARE FURTHER PROVISIONS WHICH ARE MADE A PART OF AND INCORPORATED IN THE  
AFORESAID TRUST DEED.

The mortgagors herein may, at any time hereunder, prepay all or part of the sums  
due and owing under this instrument without penalty.

This mortgage and the note in support hereof, all sums secured hereby, shall become  
due and payable at the option of the mortgagee and with notice to mortgagors upon  
the conveyance of mortgagors' title to all or any portion of said mortgaged property  
and premises, or upon the vesting of such title in any manner in persons or entities  
other than, or with mortgagors.

All sums due and owing under this trust deed, and note secured thereby, shall be  
due and payable on the 1st day of each and every month. Notwithstanding anything  
to the contrary, no payment called for thereunder shall be deemed late and subject  
to late penalties unless made ~~xx days before~~ /15 days after the payment due date

Mortgagors agree to and shall obtain and maintain, at mortgagors expense, fire and  
extended coverage in the amount equal to the purchase price of said premises, namely, the  
amount of \$55,000.00, and shall further obtain sufficient liability coverage  
satisfactory to mortgagees, during the term of this trust deed and note. Mortgagors  
shall further see that mortgagees hereunder are named as additional insureds on  
all insurance coverage on the subject premises.

Mortgagors agree to and shall pay all real estate taxes assessed against the subject  
premises, and all insurance coverage for the subject premises as called for herein,  
in a good and timely manner and shall exhibit to mortgagees, immediately upon payment  
of any such sum, a paid receipt for such real estate taxes or insurance coverage  
premiums. In the event mortgagors fail to make any such payment in a timely manner,  
then and in that event mortgagees, at their option and with notice to mortgagors,  
may elect to pursue any remedy at law available to them including but not limited  
to increase in interest rate pursuant to the terms of said trust deed and note, or  
foreclosure of said instruments.

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# UNOFFICIAL COPY

RECEIVED  
IN THE CLERK'S OFFICE  
OF COOK COUNTY, ILLINOIS

NOT FOR CIRCULATION

MADE ON THE DATE STATED  
HEREIN.

PROVIDED PURSUANT TO AN ORDER OF  
THE CLERK, WITH THE APPROVAL OF THE  
CLERK'S ATTORNEY, FOR USE IN  
CONNECTION WITH THE PROSECUTION OR  
DEFENSE OF A CRIMINAL ACTION.

DO NOT CIRCULATE.  
DO NOT LEND.  
DO NOT BORROW.  
DO NOT REMOVE FROM THE CLERK'S OFFICE.

THIS COPY IS FOR THE USE  
OF THE ATTORNEY FOR THE PEOPLE  
IN THE PROSECUTION OF THE  
CRIMINAL ACTION.

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EXPOSURE

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