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90603249

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE WITNESSETH, That the undersigned as grantors, of NorrIDGE, County of Cook and State of Illinois, for and in consideration of the sum of One Dollar and other good and valuable considerations, in hand paid, convey and warrant to Filippo Portanova and/or Antonina Portanova of Chicago, County of Cook and State of Illinois, as trustee, the following described Real Estate, with all improvements thereon, situated in the County of Cook in the State of Illinois, to-wit:

LOT 118 IN FIRST ADDITION TO BRICKMAN'S LAWRENCE AVENUE HIGHLANDS SUBDIVISION, A RESUBDIVISION OF LOTS 1 TO 65 INCLUSIVE IN ORIOLE PARK COUNTRYSIDE OF THE WEST 1/2, BEING A SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

90603249

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(s): 12-12-314-052-0000  
Address(es) of Real Estate: 5040 NORTH OVERHILL, NORRIDGE, ILLINOIS 60656

GRANTORS AGREE to pay all taxes and assessments upon said property when due, to keep the buildings thereon insured to their full insurable value, to pay all prior encumbrances and the interest thereon and to keep the property tenantable and in good repair and free of liens. In the event of failure of grantors to comply with any of the above covenants, then grantee is authorized to attend to the same and pay the bills therefor, which shall, with 9% interest thereon, become due immediately, without demand. On default in any payments hereunder, grantee may declare the whole indebtedness due and proceed accordingly.

AS FURTHER SECURITY grantors hereby assign, transfer and set over to grantee all the rents, issues and profits of said premises, from and after this date, and authorize him to sue for, collect and receipt for the same, to serve all necessary notices and demands, to bring forcible detainer proceedings to recover possession thereof, to rent the said premises as he may deem proper and to apply the money so arising to the payment of this indebtedness, or to any advancements made as aforesaid, and it shall not be the duty of grantee to inquire into the validity of any such taxes, assessments, liens, encumbrances, interest or advancements.

In trust, nevertheless, for the purpose of securing performance of the following obligation, to-wit:  
\$ 60,000.00 NOVEMBER 4 19 88  
FIFTEEN (15) YEARS after date for value received I (we) promise to pay to the order of Filippo Portanova and/or Antonina Portanova the sum of SIXTY THOUSAND & 00/100 (\$60,000.00) Dollars at the office of the legal holder of this instrument with interest at 8 per cent per annum after date hereof until paid, payable at said office, as follows: FIVE HUNDRED SEVENTY THREE & 39/100 (\$573.39) ON DECEMBER 1, 1988 & \$573.39 ON THE 1ST DAY OF EACH SUCCESSIVE MONTH FOR A TOTAL OF 180 MONTHS

And to secure the payment of said amount I (we) hereby authorize, irrevocably any attorney of any court of record in any County or State in the United States to appear for us in such court, in term time or vacation, at any time after maturity hereof, and confess a judgment without process in favor of the holder of this instrument for such amount as may appear to be unpaid thereon, together with costs, and reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and to consent to immediate execution upon such judgment, hereby ratifying and confirming all that my (our) said attorney may do by virtue hereof.

IN THE EVENT of the trustee's death, inability, or removal from said COOK County, or of his resignation, refusal or failure to act, then DANIEL R. ANSANI of said County, is hereby appointed to be the first successor in this trust; and if for any like cause first successor fails or refuses 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 trustee, or his successor in trust, shall release the premises to the party entitled thereto on receiving his reasonable charges.

If any provision of this indenture shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this indenture.

SEE RIDER TO TRUST DEED & NOTE ATTACHED HERETO & INCORPORATED HEREIN

Witness our hands and seals this 4TH day of NOVEMBER 19 88.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Mario P. Portanova (SEAL)  
MARIO P. PORTANOVA

\_\_\_\_ (SEAL)

This instrument was prepared by D.R. ANSANI-1411 W. PETERSON/#202/PARK RIDGE, IL 60068  
(NAME AND ADDRESS)

14/25

Box \_\_\_\_\_

# Trust Deed and Note

TO

# UNOFFICIAL COPY

MAIL TO:

ANSANT & ANSANT  
111 W PETERSON S-202  
ROSELLE, IL 60670

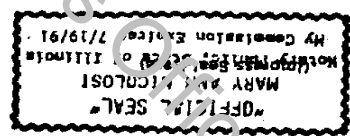
GEORGE E. COLE  
LEGAL FORMS

ANSANT & ANSANT  
1411 W PETERSON S-202  
PARK RIDGE, IL 60068

MAR 10 1991

Property of Cook County Clerk's Office

Commission Expires 7/19/91



*Mary Ann Nicolosi*  
Notary Public

Given under my hand and official seal this 4TH day of NOVEMBER, 19 88

waiver of the right of homestead.

instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and

appeared before me this day in person and acknowledged that he signed, sealed and delivered the said

personally known to me to be the same person whose name is subscribed to the foregoing instrument,

State aforesaid, DO HEREBY CERTIFY that MARIO P. PORTANOVA

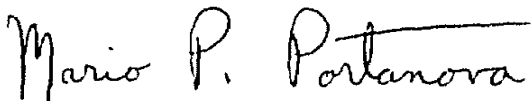
I, MARY ANN NICOLOSI, a Notary Public in and for said County, in the

STATE OF ILLINOIS }  
COUNTY OF COOK }  
SS.

642830906

RIDER TO TRUST DEED AND NOTE DATED NOVEMBER 4, 1988, MADE BY  
MARIO P. PORTANOVA AND GIVEN TO FILIPPO PORTANOVA AND/OR  
ANTONINA PORTANOVA TO SECURE A NOTE FOR \$60,000.00

1. The Trust Deed and Note shall be amortized over a fifteen (15) year period.
2. The Maker of said Trust Deed and Note shall have the absolute right to prepay said obligation at any time and in any amount.
3. The interest rate on said Trust Deed and Note shall be eight (8%) percent on the unpaid principal balance. If during this time, payments are due under this Trust Deed and Note, the Maker's Net Investment Income as defined under the Internal Revenue Code Section 163(d) exceeds **ONE THOUSAND (\$1,000.00) DOLLARS** during any calendar year, the Applicable Federal Rate (A.F.R.) in effect as of the date of this instrument under I.R.C. Section 1274(d), shall apply for that calendar year. During subsequent years, if the Makers' Net Investment Income falls below \$1,000.00, then the interest rate shall remain at eight (8%) percent unless the Maker and Holder agree otherwise. The Maker shall pay to Holder the additional interest required as soon as it is calculated and determined.
4. All payments are due on the first (1st) day of each month, however, there shall be a late charge of **TWENTY FIVE (\$25.00) DOLLARS** assessed if said payments are received after the fifteenth (15th) day of each month. MP
5. If Maker makes a prepayment of the outstanding principal balance of \$1,000.00 or more, then the remaining principal balance shall be reamortized on the remaining balance of the fifteen (15) year loan amortization and using the interest rate as specified in this Trust Deed and Note, a new principal and interest payment shall be recalculated and a new amortization schedule shall be produced. MP



MARIO P. PORTANOVA

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MAIL TO

ANSANI & ANSANI  
1411 N PETERSON S-202  
PARK RIDGE, IL 60066