



TRUST DEED
THIS INSTRUMENT FILED BY
CLARENCE BRADY
9443 S. ASHLAND AVE.
CHICAGO, ILLINOIS
CTC 9

23 376 532

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made January 29, 1976, between
FRANK J. GURGONE and HELEN J. GURGONE, 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 holder or 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
----- TEN THOUSAND SEVEN HUNDRED SEVENTY SIX and 00/100 ----- Dollars,
evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ASHLAND STATE BANK

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum in installments as follows:
----- ONE HUNDRED SEVENTY FOUR and 00/100 ----- (\$174.60) ----- Dollars
on the 30th day of March, 1976, and ONE HUNDRED SEVENTY FOUR and 00/100 (\$174.60) Dollars
on the 30th day of each month thereafter, ~~and increasing~~ until the 30th day of February, 1981, with a final payment of the balance due on the

each of said installments of principal bearing interest after maturity at the rate of _____ per cent per annum, and all of said principal
and interest being made payable at such banking house or trust company in
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 ASHLAND STATE BANK in said City;
AND WHEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions
and conditions 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 hereby prevent CONVEY and WARRANT unto the
Trustee, his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the
County of Cook AND STATE OF ILLINOIS
Village of Forest Park

Lot 6 in the Subdivision of Lots 4 to 9 inclusive, in Henry G. Foreman's
Subdivision of Block 4 in J. D. Lehmer's Subdivision of that part of the
West half of the South half of the Northeast quarter lying North of the
Eight of Way of the Chicago and Northern Pacific Railroad and that part
of the South half of the East half of the Northwest quarter lying North
of said Eight of way and East of the Easterly line of Dog Plains Avenue,
in Section 13, Township 39 North, Range 12, East of the Third Principal
Meridian, in Cook County, Illinois.

23 376 532

which, with the property hereinafter described, is referred to herein as the "premises."
TOGETHER with all improvements, fixtures, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof (in so
far as during all such times as Mortgagors may be entitled therein (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
and other single units or centrally controlled, and ventilation, including (without restricting the foregoing), awnings, windows, shades, storm doors and
windows, floor coverings, inside beds, swings, 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
and assigns shall be considered as constituting part of the real estate.
TO HAVE AND TO HOLD the premises unto the said Trustee, his 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.

WITNES the hand and seal of Mortgagors the day and year first above written.
[SEAL] *Frank J. Gurgone* [SEAL]
[SEAL] *Helen J. Gurgone* [SEAL]

STATE OF ILLINOIS }
I, WILLIAM J. ASSELMANN, JR.,
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
----- FRANK J. GURGONE and HELEN J. GURGONE, his wife -----



who are personally known to me to be the same persons whose names 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 voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of January, 1976.
William J. Asselmann, Jr.
Notary Public

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

1. Mortgages shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without water, and free from mechanics or other liens or claims for labor not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (5) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgages shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgages shall pay, in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may owe or become due.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies procuring for payment by the insurance company of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including annual and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein in case of the holders of the note may, but need not, make any payment or perform any act hereinbefore required to Mortgage in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgage.

5. The Trustee or the holders of the note hereby authorized making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from any appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, title or claim thereof.

6. Mortgages shall pay each item of indebtedness hereinafter mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgage, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for these days in the performance of any other agreement of the Mortgage herein contained.

7. When the indebtedness hereby secured shall become due or be accelerated or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof there shall be allowed and included as additional indebtedness in the decree for sale all expenses and charges which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of prosecuting all such actions, title and examinations, title insurance policies, Taxers' certificates, and similar data and assistance with respect to the title as Trustee or holders of the note may deem reasonably necessary either to prosecute such suit or to conduct it as holders of any sale which may be had pursuant to said decree the true cost of such sale to the title in the hands of the Trustee. All expenditures and expenses of holders of the note in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including foreclosure, to enforce the lien hereof or of such decree, provided such application is made prior to the commencement of such right to foreclose, and (b) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security whether or not actually commenced, or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; third, all which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; and, all principal and interest remaining unpaid on the note; fourth, any surplus on Mortgage; and, fifth, legal representatives or assigns of their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgage, at the time of the application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of foreclosure. All such receiver shall be entitled to collect such rents, issues and profits, as well as during any further times when Mortgage, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary for the ordinary and usual conduct of the premises, possession, use, rent, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands or payment in whole or in part superior to the lien hereof or of such decree, provided such application is made prior to the commencement of such right to foreclose, and (b) other liens which may be or become indebtedness hereby secured, or (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interrupting same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the power, identity, capacity or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, and it may require indemnities satisfactory to it before exercising any power herein given, notwithstanding that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given, notwithstanding that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given, notwithstanding that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given, notwithstanding that of the agents or employees of Trustee.

13. Trustee shall release this trust deed, and Trustee may execute and deliver a release hereof to and at the request of any person who shall either be before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid. Such representation shall constitute full discharge of the note, and which purpose is to be executed by the persons herein designated as the makers thereof, and which purpose is to be executed by any note which may be presented and which conforms in substance with the description herein contained of the note and which purpose is to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed in the case of the resignation, liability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagees, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

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Elliott H. Wilson
 JUN 30 11 12 AM '76
 JUN 30 76 1 3 4 3 9 6 • 23376502 • A — fee 1000

IMPORTANT
 THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No.
CHICAGO TITLE AND TRUST COMPANY
 BY *Pharmay*
 Trustee
 Notary Public / Not. Sec. [Signature]

MAIL TO:
 Ashland State Bank
 6443 South Ashland Avenue
 Chicago, Illinois 60620
BOX 364

PLACE IN RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES
 INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
 607 Ferdinand
 Forest Park, Illinois 60130

23376502

END OF RECORDED DOCUMENT