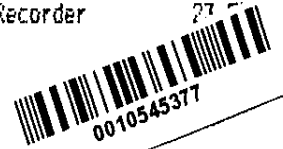


MORTGAGE (ILLINOIS)

For Use With Note Form No. 1447



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 AGREEMENT, made MAY 17TH 2001, between

Bertha & Hans Spellman
1308 S. Millard Chicago Illinois
(No. and Street) (City) (State)

herein referred to as "Mortgagors," and
Budimir Radojic
6947 S. South Chicago Illinois
(No. and Street) (City) (State)

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Fifty Three Thousand DOLLARS

(\$ 53,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 17TH

day of MAY, 2031, and all of said principal and interest are made payable at such place 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 the Mortgagee at Budimir Radojic

Above Space for Recorder's Use Only

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 mortgage, 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 Mortgagee, and the Mortgagee's 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 IN STATE OF ILLINOIS, to wit:

LOT 36 IN BLOCK 3 IN VANICE AND PHILLIPS BLDG. ADDITION, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER EXCEPT THE NORTHEAST QUARTER THERE OF 1ST SECTION 23 TOWNSHIP 39 NORTH RANGE 13 EAST OF THIRD PRINCIPAL MERIDIAN, COOK COUNTY ILLINOIS

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

Permanent Real Estate Index Number(s): 16-23-112-015

Address(es) of Real Estate: 1308 S. Millard

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, 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 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 Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses 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.

UNOFFICIAL COPY

The name of a record owner is: Bertha & Hans Spellman

This mortgage consists of four pages. The covenants, conditions and provisions appearing on pages 3 and 4 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand . . . and seal . . . of Mortgagor the day and year first above written.

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

X Bertha Spellman (SEAL)
X Bertha Spellman

X Hans Spellman (SEAL)
X Hans Spellman

(SEAL)

(SEAL)

0010545377 Page 2 of 2

State of Illinois, County of _____ ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____

IMPRESS
SEAL
HERE

personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this _____ day of _____ 19 _____

Commission expires _____ 19 _____

NOTARY PUBLIC

This instrument was prepared by Deanna Terry, 6947 S. South Chicago
(Name and Address)

Mail this instrument to Deanna Terry, 6947 S. South Chicago
(Name and Address)

Chicago (City) Illinois (State) 60637 (Zip Code)

OR RECORDER'S OFFICE BOX NO. _____