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MORTGAGE

Doc#: 0405431121
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 02/23/2004 02:00 PM Pg: 1 of 5

ABOVE SPACE FOR RECORDER'S USE ONLY

THE MORTGAGORS, Anthony DeGrazia and Robert Ryan of the
City of Chicago in the County of Cook and State of Illinois,
Mortgage and Warrant to Frank Mirabella, Genevieve Mirabella, and Donna Jo
Mirabella, of the City of Chicago County of Cook and State of
Illinois to secure the payment of certain promissory note, executed by the
mortgagors, bearing even date herewith, payable to the order of Frank Mirabella,

Genevieve Mirabella, and Donna Jo Mirabella, the following described real estate, to-wit:

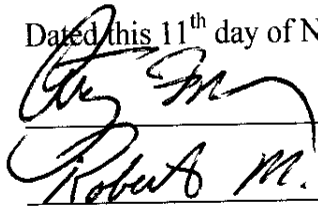
Lots 12, 13, and the North 1/2 of Lot 14 in Rudolph Wehril's West side Subdivision of Lot 9, (except the North 80 feet of the South 380 feet of the Division of Lots 9 and 10) in Assessor's Division of part of the West 1/2 of the Northeast 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Situated in the County of Cook, in the State of Illinois, hereby releasing and waiving all rights and by virtue of the Homestead Exemption Laws of this State.

Permanent Index Number(s): 17-06-227-057-0000 Volume # 583

Address(es) of real estate: 1249 North Wolcott, Chicago, Illinois Unit # 1

Dated this 11th day of November, 2003.

 (SEAL)
Robert M. Ryan (SEAL)

Please print or type name(s)
below signatures

Anthony DeGrazia, Robert Ryan (SEAL)

This instrument was prepared by: Jeanette B. Cuomo, Attorney At Law, 3343 S.
Halsted Street, Chicago, Illinois 60608

FRANK MIRABELLA
714 W. 31ST ST
CHICAGO, IL. 60616

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STATE OF Illinois)
COUNTY OF Cook)^{SS.}

I, LAURA RAZO, a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY that Anthony DeGrazia and Robert Ryan,
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 acknowledge that they
signed, sealed, and delivered the said instrument as their 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 11 day of November, 2003.



Laura Razo
NOTARY PUBLIC

Commission Expires 10-28-07

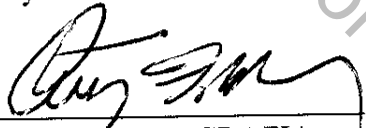
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RECORDABLE PROMISSORY NOTE

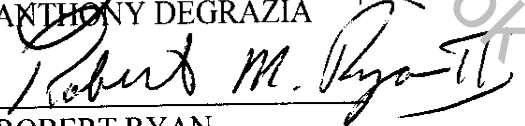
The Note is entered into the 11th day of November, 2003, and is between the Payees, FRANK MIRABELLA, GENEVIEVE MIRABELLA, and DONNA JO MIRABELLA, and the Payor-Promissors, ANTHONY DEGRAZIA and ROBERT RYAN.

We, the undersigned Payor-Promissors, promise to pay to the order of FRANK MIRABELLA, GENEVIEVE MIRABELLA, and DONNA JO MIRABELLA, pursuant to the Mortgage dated November 11, 2003, the even sum of \$100,000.00 (ONE HUNDRED THOUSAND & 00/XX DOLLARS) on or before December 10th, 2004.

Payors-Promissors



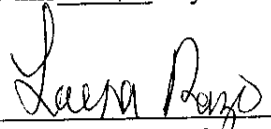
ANTHONY DEGRAZIA



ROBERT RYAN

Dated: 11-12-03

Subscribed and Sworn Before
me this 12th day of November, 2003.



NOTARY PUBLIC



Property of Cook County Clerk's Office

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LOAN AGREEMENT

This agreement is made this 11th day of November, 2003 between Borrowers, ANTHONY DEGRAZIA and ROBERT RYAN, and Creditors, FRANK MIRABELLA, GENEVIEVE MIRABELLA, and DONNA JO MIRABELLA.

- 1). Loan: The creditors named herein namely FRANK MIRABELLA, GENEVIEVE MIRABELLA, and DONNA JO MIRABELLA, or their assigns and heirs, shall lend \$100,000.00 (ONE HUNDRED THOUSAND & 00/XX DOLLARS) in even amounts, to the borrowers, on or before November 11th, 2003 or such earlier or later date, as the parties may agree upon.
- 2). Interest: Borrower shall pay to creditor interest fixed at 25% amortized over one (1) year, at the one month anniversary date, to Creditors and each month thereafter until the balance is due in full on the Maturity Date of December 10th, 2004. Borrower and Creditors agree that the monthly payment amount is \$2083.33.
- 3). Final Payment: On the date of December 10th, 2004, the Creditors shall be paid the underlying principal of \$100,000.00, plus any accrued interest. Upon receipt of said sums, the Creditors shall execute a release of this obligation and/or of any lien which may be placed on the property or properties to secure the loan described herein.
- 4). Security: Borrowers acknowledge that Creditors will place a lien or mortgage on the following property owned by the borrowers:

A). 1249 N. Wolcott, Unit # 1, Chicago, Illinois.

BORROWERS


ANTHONY DEGRAZIA


ROBERT RYAN

CREDITORS


FRANK MIRABELLA

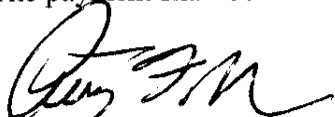

GENEVIEVE MIRABELLA


DONNA JO MIRABELLA

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Promissory Note and Personal Guaranty

For value received in the amount of \$100,000.00 the undersigned promises to pay to the order of Frank Mirabella, Genevieve Mirabella, and Donna Jo Mirabella, in one lump sum the amount of \$100,000 on or before December 10th, 2004, plus any accrued interest. The payment shall be made directly to Frank, Genevieve or Donna Jo Mirabella.


ANTHONY DEGRAZIA

SS# 321-74-6827


ROBERT RYAN

SS# 265-49-0277

I, LAURA RAZO, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that ANTHONY DEGRAZIA and ROBERT RYAN, 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 uses and purposes therein set forth.

GIVEN under my hand and official seal, this 12 day of November, 2003.


NOTARY PUBLIC



Commission Expires 10-28-07