

# UNOFFICIAL COPY

3315 Memorandum of Judgment  
Rev. (4-86) CCG-15

96708981

IN THE CIRCUIT COURT OF  
COOK COUNTY ILLINOIS

CITIBANK - (SOUTH DAKOTA) N. A.

. DEPT-01 RECORDING \$23.50  
. T2222 TRAN 5618 09/17/96 13:08:00  
. #5907 + KF \* -96-708981  
. COOK COUNTY RECORDER

vs.

CHARLES KIZART

No. 91MI 196 586

## MEMORANDUM OF JUDGMENT

On ..... MARCH 25, ..... 19 94, judgment was entered in this court in  
favor of the plaintiff ..... CITIBANK - (SOUTH DAKOTA) N. A. ....  
.....  
and against defendant ..... CHARLES KIZART .....  
whose address is ..... 2500 S. 10TH AVE., BROADVIEW, IL 60153 .....  
in the amount of \$ 6,644.19 .....



.....  
Judge

.....  
Judge's No.

ATTY ALAN H. SLODKI & ASSOC., LTD.  
FOR PLAINTIFF  
2600 W. PETERSON AVENUE, SUITE #107  
CHICAGO, ILLINOIS 60659  
(312) 761-6648  
ATTY. NO. # 2 3 8 0 5

AURELIA PUCINSKI  
ATTESTED SEP 17 1996  
Clerk of the Circuit Court  
AURELIA PUCINSKI  
Deputy Clerk

AURELIA PUCINSKI, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

2350  
BMM

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Property of Cook County Clerk's Office

\* 0010  
0019

THIRD FLOOR  
900 N. LAKE STREET, SUITE 300  
CHICAGO, ILLINOIS 60611

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GEORGE E. COLE®  
LEGAL FORMS

No. 103  
November 1994

**MORTGAGE (ILLINOIS)**  
For Use With Note Form No. 1447

96708982

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 July 24, 1996, between  
Jeffrey J. and Nancy T. Wunderlich

6209 N. Legett Chicago Illinois  
(No. and Street) (City) (State)

herein referred to as "Mortgagors," and  
Joseph and Jean Morford Wunderlich

5244 W. Belmont 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 TWO HUNDRED THIRTY THREE THOUSAND FIVE HUNDRED & DOLLARS (\$ 233,500.00), 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 24th

day of July, 19 2009, 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 5244 W. Belmont, Chicago Illinois 60641

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:

Lots 106 and 107 in Active Realty Company's Belmont Garden Addition, being a Subdivision of the South 3/4 of the East 1/2 of the South East 1/4 of the South West 1/4 of Section 21, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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

Permanent Real Estate Index Number(s): 13-21-330-038-0000

Address(es) of Real Estate:

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.

DEPT-01 RECORDING 927.00  
142222 TRAN 5621 09/17/96 14:43:00  
45908 & K13 # 96-708982  
COOK COUNTY RECORDER

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Above Space for Recorder's Use Only

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Per 377

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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.

The name of a record owner is: Jeffrey J. and Nancy T. Wunderlich

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 Mortgagors the day and year first above written.

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

<u>Jeffrey J. Wunderlich</u>	(SEAL)	<u>Nancy T. Wunderlich</u>	(SEAL)
_____	(SEAL)	_____	(SEAL)

State of Illinois, County of Cook 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 \_\_\_\_\_ h \_\_\_\_\_ 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 Anthony Packard, Nisen & Elliot, 200 W. Adams, Ste. 2500, Chicago, IL  
(Name and Address) 60606

Mail this instrument to \_\_\_\_\_  
(Name and Address)

\_\_\_\_\_  
(City) (State) (Zip Code)

OR RECORDER'S OFFICE BOX NO. 377

88706083