

GEORGE E. COLE® No.103 REC  
LEGAL FORMS February 1996

**MORTGAGE (ILLINIOS)**  
**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.

Above Space for Recorder's use only

THIS AGREEMENT, made November 14 19 97, between Stephen J. McKenzie  
4524 South Emerald Avenue, Chicago, Illinois 60609  
(No. and Street) (City) (State)  
herein referred to as "Mortgagors," and Valerine Johnson  
37 Portland, Yarmouth Maine  
(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 Thousand DOLLARS (\$ 50,000.00), 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 14th day of November, 19 97, 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 Ten South LaSalle Street, Suite 3620, Chicago, Illinois

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 ILLINIOS, to wit:  
Lot 31 in Block 1 in McPherson and Allerton's Addition to Chicago, said Addition being a Subdivision of Block 25 in Canal Trustee's Subdivision in Section 33, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

which, with the property herein after described, is referred to herein as the "premise,"

Permanent Real Estate Index Number(s): 17-33-314-006-0000

Address(es) of Real Estate: 3713 South Emerald, Chicago, Illinois

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.

# UNOFFICIAL COPY

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: Stephen J. McKenzie and Brian P. Liston

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.

Brian P. Liston (SEAL) Stephen J. McKenzie (SEAL)  
Brian P. Liston Stephen J. McKenzie

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

\_\_\_\_ (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 \_\_\_\_\_

Stephen J. McKenzie and Brian P. Liston

IMPRESS  
SEAL  
HERE

personally known to me to be the same person S whose name 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, including the release and waiver of the right of homestead.

Given under my hand and official seal, this OFFICIAL SEAL day of November 19 97

Commission expires \_\_\_\_\_  
LISA MARIE BARNHART  
Lisa Marie Barnhart  
NOTARY PUBLIC

This instrument was prepared by Brian P. Liston, 10 S. LaSalle St., Ste. 3620, Chicago, IL 60603  
(Name and Address)

Mail this instrument to Figliuolo & Silverman, P.C., 10 S. LaSalle St., Ste. 3620  
(Name and Address)

Chicago, Illinois 60603  
(City) (State) (Zip Code)

OR RECORDER'S OFFICE BOX NO. \_\_\_\_\_

