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GEORGE E. COLE®
LEGAL FORMS

No. 103
November 1994

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

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THIS AGREEMENT, made JANUARY 10 1997, between
LILLIAN CUMMINGS

254 W SWANN ST CHICAGO IL 60609

(No. and Street) (City) (State)

herein referred to as "Mortgagors," and

MERCURY FINANCE

5413 W 79th ST BURBANK IL 60459

(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 FIVE THOUSAND NINE HUNDRED EIGHTY ONE 60/100 DOLLARS (5981.40), 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 10th

day of JULY, 1999, 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 5413 W 79th ST

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 3 IN BLOCK 3 IN NUMBER 2 CHICAGO DWELLINGS ASSOCIATION'S RESUBDIVISION IN THE W 1/2 OF THE SE 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILL. ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILL. ON 12/13/55 AS DOCUMENT # 16445691

97132238

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

Permanent Real Estate Index Number(s): 20-04-442-032

Address(es) of Real Estate: 254 W SWANN ST CHICAGO IL

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 \$23.50

T#0008 TRAN 3688 02/26/97 12:46:00

#9061 \$ B.J * -97-132238

COOK COUNTY RECORDER

97132238

Above Space for Recorder's Use Only

1350
B. J.

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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: LILLIAN M. CUMMINGS

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)
Lillian Cummings (SEAL) _____ (SEAL)
Lillian Cummings _____ (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 _____

LILLIAN M. CUMMINGS

IMPRESS SEAL HERE

personally known to me to be the same person whose name J.S. subscribed

to the foregoing instrument, appeared before me this day in person, and acknowledged that

she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of

the ~~OFFICIAL~~ **OFFICIAL** ~~NOTARIAL~~ **NOTARIAL** ~~SEAL~~ **SEAL**
GEORGE MATYSIEWICZ
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 1-16-99

Given under my hand and seal _____ day of _____ 19 _____

Commission expires _____ NOTARY PUBLIC

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 1-16-99

This instrument was prepared by MARILYN REYNA 5413 W 79th ST
(Name and Address)

Mail this instrument to MERCURY FINANCE 5413 W 79th ST BURBANK IL 60459
(Name and Address)

(City) (State) (Zip Code)

OR RECORDER'S OFFICE BOX NO. _____



RECORDED