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GEORGE E. COLE
LEGAL FORMS

No. 103
November 1994

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

97157133

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THIS AGREEMENT, made DECEMBER 18, 1996, between
JOHN H. SMITH JR.

12909 S. UNION AVENUE

CHICAGO, ILLINOIS 60628

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

herein referred to as "Mortgagors," and

BUDGET CONSTRUCTION CO.

6232 N. PULASKI RD. CHGO, IL 60646

(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 Five and 00/100 DOLLARS

(\$ 5,500.00), 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 12th

day of December, 2004, 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 BUDGET CONSTRUCTION CO., 6232 N. PULASKI RD., CHICAGO, IL 60646

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 29 (EXCEPT THE SOUTH 20 FEET THEREOF) AND LOT 30 IN BLOCK 13 IN NEW ROSELAND, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 33, NORTH OF THE INDIAN BOUNDARY LINE AND PART OF FRACTIONAL SECTIONS 28 AND 33, SOUTH OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 37 NORTH, RANGE 14, 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): 25-33-112-064

Address(es) of Real Estate: 12909 S. UNION AVE. CHICAGO, ILLINOIS 60628

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
145555 TRAN 3107 03/07/97 13:56:00
#1793 : JJ * -97-157133
COOK COUNTY RECORDER

Above Space for Recorder's Use Only

2350

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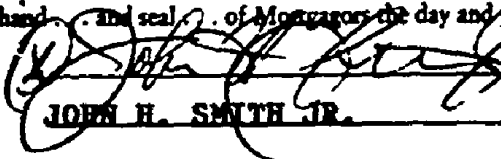
UNOFFICIAL COPY

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: JOHN H. SMITH JR.

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.

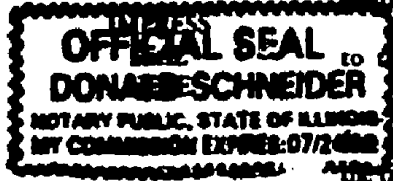
 (SEAL) _____ (SEAL)
JOHN H. SMITH JR. _____

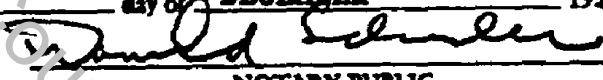
PLEASE PRINT OR TYPE NAME(S) _____ (SEAL) _____ (SEAL)
BELOW SIGNATURE(S) _____ (SEAL) _____ (SEAL)

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 JOHN H. SMITH JR.

Personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his 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 18th day of DECEMBER 1996
Commission expires JULY 14th, 1998 
NOTARY PUBLIC

This instrument was prepared by: M. HARTMANN 6232 N. POLASKI RD. CHICAGO, IL 60646
(Name and Address)

Mail this instrument to BUDGET CONSTRUCTION CO., 6232 N. POLASKI ROAD
(Name and Address)
CHICAGO, ILLINOIS 60646
(City) (State) (Zip Code)

OR RECORDER'S OFFICE BOX NO. _____

97107133