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ABOVE SPACE FOR RECORDER'S USE ONLY

MORTGAGE

THIS INDENTURE, made April 19th, 1985, between William C. Winston and Theresa Toporek Winston his wife in joint tenancy, herein referred to as MORTGAGORS, and Windy City Excavators, Inc., herein referred to as MORTGAGEE, witnesseth:

That, WHEREAS, Mortgagors are justly indebted to Mortgagee upon the Retail Installment Sales Contract bearing date April 19th, 1985, in and by which Contract the Mortgagors have agreed to pay the sum of Fifteen Thousand One Hundred and Forty Five 20/100-----DOLLARS (\$15145.20), payable in 84 monthly installments, each installment in the amount of \$180.30, beginning _____, 19____ and with the final installment due and payable on _____, 19____.

NOW THEREFORE, the Mortgagors to secure the payment of said sum of money in accordance with the terms, provisions and limitations of the Retail Installment Sales Contract, and the performance of the covenants and agreements herein contained in this Mortgage do by these presents CONVEY and WARRANT unto the Mortgagee, the Mortgagee's successors and assigns, the following described ~~Real Estate~~ Estate, to wit:

Lot 27 in Block 1 in Oscar Charles Subdivision of Block 48 of -Executors of W. E. Jones Section 12 Township 40 North, Range 14, East of the Third Principal Meridian, (Except the South West 1/4 of the North East 1/4 of the South East 1/4 of the North West 1/4 and the East 1/2 of the South East 1/4 thereof) in Cook County, Illinois.

Commonly Known as: 3239 North Hoyne Chicago, Illinois

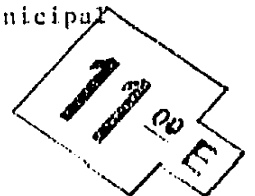
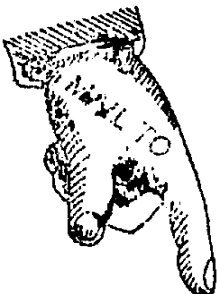
14-1R-327-009-0000 ML.

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances now or hereafter erected thereon, all of which are declared to be part of the real estate whether physically attached thereto or not.

TO HAVE AND TO HOLD the property with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging for the uses herein set forth free from all rights and benefits under the Homestead Exemption Laws for the State of Illinois, which rights and benefits the Mortgagor does hereby release and waive.

Mortgagor COVENANTS and WARRANTS to Mortgagee and to Mortgagee's successors and assigns:

1. Mortgagor shall pay the indebtedness owing as provided for in the Retail Installment Sales Contract referred to above, and which is incorporated herein by reference and made a part hereof.
2. Mortgagors shall pay before any penalty attaches all general taxes, special assessments, all special taxes, water charges, sewer services charges, and other charges against the premises when due.
3. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on property which may become damaged or be destroyed; (2) Keep said property in good condition and repair without waste; (3) comply with all requirements of law or municipal ordinances with respect to the property and the use thereof; (6) make no material alterations in said property except as required by law or municipal ordinance.




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- 4. Mortgagor shall keep all buildings and improvements now or hereafter situated on said property insured against loss or damage by fire, lightning and windstorm under policies providing for payment of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby.
- 5. Mortgagee shall have the right to inspect the property at reasonable times and access thereto shall be permitted for that purpose.

WITNESS the hands and seals of Mortgagors the day and year first above written.


 X Theresa Toprek - Winston

State of Illinois)
) SS.)
 County of Cook)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that William C. Winston and Theresa Toprek Winston personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, dated, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, given under my hand and official seal, this 19th day of April, 1985.

Eric T. Winkler
 Notary Public

MY COMMISSION EXPIRES
 MARCH 27, 1988

THIS INSTRUMENT WAS PREPARED BY: Ewa J. Krakowska

3026 N. Cicero, Chicago, Illinois, 60641

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the annexed Mortgage to wit: City East Tower, Inc. which is recorded in the office of the Recorder of Cook County, and the Mortgage Record in Mortgage Record _____, have been assigned and transferred to Borg-Warner Acceptance Corporation.

Witness the hand and seal of said mortgagee, this 19th day of April, 1985.

STATE OF Illinois)
) Cook)
 County, and)

before me, the undersigned, a Notary Public in and for said County, this 19th day of April, 1985, came Eric T. Winkler and _____ and acknowledged the execution of the assignment of mortgage.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission expires March 27, 1988
Eric T. Winkler
 Notary Public