

UNOFFICIAL COPY

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THIS INDENTURE, made this September 28, 1985, between Robert L. and Doris J. Valey, hereinafter referred to as MORTGAGORS, and Samax Building Corporation, herein referred to as MORTGAGEE, witnesseth:

THAT, WHEREAS, Mortgagors are justly indebted to Mortgaggee upon the Retail Installment Sales Contract bearing date September 28, 1985, in and by which Contract the Mortgagors have agreed to pay the sum of Eight thousand six hundred seven and 60/100 DOLLARS (\$8607.60), payable in 60 monthly installments, each installment in the amount of \$143.46, beginning November 25, 1985, and with the final installment due and payable on October 25, 1990.

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 Mortgagor's successors and assigns, the following described Real Estate, to wit:

Lot 303 (except the north half thereof) and Lot 304 (except the south half thereof) in Dewey and Cunningham's Subdivision of the North 3/4 of the East 1/2 of the Northeast 1/4 of Section 30, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

PROPERTY INDEX NUMBERS

20-30-213-039-0000

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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 Mortgagor and to Mortgagor'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.



BORG-WARNER ACCEPT. CORP.
BOX 12426
SHAWNEE MISSION, KS 66210

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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.

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.

Robert L. Voley Robert L. Voley
Doris J. Voley Doris J. Voley

State of Illinois)
) ss.
County of Cook)
 OCT-22-85 32391 E 85246248 A Rec 11.00

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Robert L. and Doris J. Voley, 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, sealed 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 26th day of September, 1985.

IMPRINT
SEAL HERE

Notary Public Marvin Kaufman

St. 501 SB 100 20

My Commission expires
March 1, 1987

THIS INSTRUMENT WAS PREPARED BY: Jamax Building Corporation
3234 North Elston Chicago, IL

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the annexed Mortgage to Jamax Building Corporation which is recorded in the office of the Recorder of Cook County, Illinois in Mortgage Record Page, and the Retail Installment Sales Contract described therein which it secures are hereby assigned and transferred to Borg-Warner Acceptance Corporation.

Witness the hand and seal of said mortgagee, the 26th day of September, 1985. Sam Kaufman Deputy.

STATE OF Illinois, Cook County, se:

Before me, the undersigned, a Notary Public in and for said county, this 28th day of September, 1985, came Sam Kaufman and acknowledge 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 1, 1987 Marvin Kaufman Notary Public

