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ABOVE SPACE FOR RECORDER'S USE ORLY

MORTGAGE AND ASSIGNMENT OF MORTGAGE

THIS INDENTURE, made September 13 , 1985 , between
Oscar and Minnie M. Perry
herein referred to as MURTGAGORS, and Samax Building Corporation
herein referred to as MORTGAGEE, witnesseth:
THAT, WHEREAS, Mortgagors are justly indubted to Mortgagee upon the Retail
Installment Sales Contract bearing date September 13 , 1985 , in and by
which Contract the Nortgagors have agreed to pay the sum of Sixteen thousand
forty eight and 80/100 DULLARS (\$/6,048.80), payable in 60
monthly installments, each installment in the amount of \$267.48, beginning
December 4 "e", 1985 and with the final installment due and payable on
November 4 "e", 1990.
NOW THEREFORE, the Mortgagors to recure 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 accenants and agreements herein contained in this Mortgage do by these presents CONVEY and WARRANT unto the Mortgagee's successors and assigns, the following described Real
Estate, to wit:
10:11:59 /
Lot 43 in Prairie Avenue Addition to Austin, in the Southeast quarter of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.
16-08-41/2-01/5-000 bw 110 E
TOGETHER with all improvements, tenements, ensements, fixtures, and appur-

TOGETHER with all improvements, tenements, essements, fixtures, and appurtenances now or hereafter eracted thereon, all of which are declared to be partenances to be partenances as a state 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.

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## **UNOFFICIAL COPY**

- 2. Mortgagors shall pay before any penalty attaches all general taxes, need in assessments, all special taxes, water charges, sewer services charges, and other charges against the premises when due.
- - 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 occurs thereto shall be permitted for that purpose. WITNESS the hand a and seal a of Mortgagors the day and year first above written. State of Illinois County of \_cook. I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Oscir and Minnie M. Perry 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, scaled and delivered the eard instrument as their free and voluntary acr, for the uses and purposes therein set forth. Given under my hand and official seal, this 13th day of September . 19 85 Notary Putlic Marvin Kaufman TEPRISS My Commission Dipires SEAL HERE THIS Instrument was prepared by:\_ Samax Building Corporation 3234 North Elston, Chicago, " ASSIGNMENT OF MORTGAGE FUR VALUE RECEIVED, the annexed Morgage to Samax Building Corporation which is recorded in the office of the Recorder of Cook County. County, and the in Mortgage Record , page Retail Installment Sales Contract described therein which it secures are hereby assigned and transferred to Borg-Warner Acceptance Corporation. Witness the hand and Weal of said mortgagee, this 13th day of September 19 85 . Sam Kaufman STATE OF Illinois \_ County, ss: Cook Before me, the undersigned, a Notary Public in and for said county, this 13th day of September , 1985, came Sam Kaufman acknowledge the execution of the assignment of mortgage. IN WITHESS WHEREOF, I have bereinto subscribed my name and affixed my official sent. My Commission Special 1/189 Marvin Kaufman

BOHGA: APPLIED ACCEPT. CORP. BOX 12428 SMAWNEE MISSION, KS 66212