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ABOVE SPACE FOR RECORDER'S USE ONLY

MORTGAGE AND ASSIGNMENT OF MORTGAGE

THIS INDENTURE, made September 13, 1985, between

Oscar and Minnie M. Perry

herein referred to as MORTGAGORS, and Samax Building Corporation

herein referred to as MORTGAGEE, witnesseth:

THAT, WHEREAS, Mortgagors are justly indebted to Mortgagee upon the Retail Installment Sales Contract bearing date September 13, 1985, in and by which Contract the Mortgagors have agreed to pay the sum of Sixteen thousand forty eight and 80/100 DOLLARS (\$16,048.80), 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 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, to wit:

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.

PROPERTY INDEX NUMBERS

16-08-412-015-0000 Law 11<sup>00</sup> E  
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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.

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