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ABOVE SPACE FOR RECORDER'S USE ONLY

MORTGAGE

THIS INDENTURE, made September 3rd, 1985, between Ricardo S. Jimenez and Etelvina Jimenez, his wife, in joint tenancy, herein referred to as MORTGAGORS, and Windy City Exteriors, Inc., herein referred to as MORTGAGEE, witnesseth:

THAT, WHEREAS, Mortgagors are justly indebted to Mortgagee upon the Retail Installment Sales Contract bearing date September 3rd, 1985, in and by which Contract the Mortgagors have agreed to pay the sum of Five Thousand Four Hundred Forty Nine 92/100 DOLLARS (\$ 5,449.92), payable in 48 monthly installments, each installment in the amount of \$ 113.54, beginning January 10, 1986 and with the final installment due and payable on December 10, 1988.

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:

13-34-318-011-0000A

Lot Twenty-eight(28) in Block Two (2) in Calland's North Avenue and Grand Avenue Subdivision of that part of Blocks two (2) and Three (3) in Hamilton's Subdivision of the South sixty (60) acres of the East Half (1/2) of the South West Quarter (1/4) of Section Thirty-four (34), Township Fourty (40) North, Range Thirteen (13), East of the Third Principal Meridian, lying West of the East line of the West Half (1/2) of the East Half (1/2) of the Southwest Quarter (1/4) of the said Section Thirty-four (34).
More Commonly Known as: 1621 North Kolmar, Chicago, Illinois.

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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.

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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 seal of Mortgagors the day and year first above written.

Handwritten signatures of Ricardo S. Jimenez and Etelvina Jimenez, each with an 'X' mark.

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 Ricardo S. Jimenez and Etelvina Jimenez, 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, dealed, 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 3rd day of September, 1985

Notary Public signature: Ewa T. Krakowska
My Commission expires March 27, 1988

IMPRESS SEAL HERE

THIS instrument was prepared by: Ewa T. Krakowska
3026 North Cicero, Chicago Illinois 60641

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the annexed Mortgage to Windy City Exteriors, Inc which is recorded in the office of the Recorder of Cook County, 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, this 3rd day of September, 1985.

STATE OF Illinois, Cook County, ss:

Before me, the undersigned, a Notary Public in and for said county, this 3rd day of September, 1985, came Jeffrey Schwartz 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 27, 1988

Notary Public signature: Ewa T. Krakowska

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