

UNOFFICIAL COPY

-85-312871

ABOVE SPACE FOR RECORDER'S USE ONLY

MORTGAGE

THIS INDENTURE, made October 19th, 1985, between Richard Kusek and Darlene Kusek, 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 October 19th, 1985, in and by which Contract the Mortgagors have agreed to pay the sum of Seven thousand nine hundred eighty eight 40/100 DOLLARS (\$7,988.40), payable in 60 monthly installments, each installment in the amount of \$ 133.14, beginning January 15, 1986 and with the final installment due and payable on December 15, 1989.

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 61 in Fitch's Resubdivision of Block 26 in Sheffield's Addition to Chicago in the South East 1/4 of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: 1646 North Hermitage, Chicago, Illinois.

14-31-428-027-000-10

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.

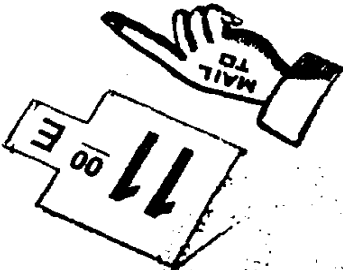
TO HAVE AND TO HOLD the property with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging for the uses herein set forth free from all rights and benefits under the Homestead Exemption Laws for the State of Illinois, which rights and benefits the Mortgagor does hereby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

Mortgagor COVENANTS and WARRANTS to Mortgagor and to 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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Notary Public

My Commission expires March 27, 1988

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

acknowledge the execution of the assignment of mortgage:
October 19 85, came Jeffrey Schwartz and

Before me, the undersigned, a Notary Public in and for said county, this 19th day of

19 85. Witness the hand and seal of said mortgagee, this 19th day of October

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

ASSIGNMENT OF MORTGAGE

50 111 58 330 9

Eva T. Krakowska 4520 W. Lawrence Ave., Chicago Illinois 60630

THIS instrument was prepared by:

March 27, 1988

My Commission expires

SEAL HERE IMPRESS

Notary Public

I, the undersigned, a Notary Public in and for said County, in the state
aforesaid, DO HEREBY CERTIFY that Richard Kussek and Darlene Kussek
personally known to me to be the same person, whose name, 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 October, 1985.

State of Illinois )
) SS. County of Cook )

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11.00

X Darlene Kussek
X Richard Kussek

WITNESS the hand and seal of Mortgageors the day and year first above

times and access thereto shall be permitted for that purpose.

4. Mortgageor 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.