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85336179

ABOVE SPACE FOR RECORDER'S USE ONLY

MORTGAGE AND ASSIGNMENT OF MORTGAGE

THIS INDENTURE, made October 17, 1985, between \_\_\_\_\_

Marion T. and Maricela Losiak  
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 OCTOBER 17, 1985, in and by  
which Contract the Mortgagors have agreed to pay the sum of eight thousand three  
hundred sixteen & <sup>60</sup>/<sub>100</sub> DOLLARS (\$8,316.60), payable in 60  
monthly installments, each installment in the amount of \$138.61, beginning  
January 17, 1986 and with the final installment due and payable on  
December 17, 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 33 in Block 1 in Cobe and McKinnons 63rd Street  
and California Avenue Subdivision of the West 1/2 of  
the South East 1/4 of Section 13, Township 38 North,  
Range 13, East of the Third Principal Meridian, in  
Cook County, Illinois. #19-13-403-032 90

TOGETHER with all improvements, tenements, easements, fixtures, and appur-  
tenances 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, ease-  
ments, 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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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 hand and seals of Mortgagors the day and year first above written.

Marion Losiak  
X Marion Losiak  
X Maricela Losiak  
Maricela Losiak

State of Illinois )  
County of Cook )

SS: DEC-24-85 32509 • 85336179 - A Rec

11.00

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Marion T. and Maricela Losiak 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 17th day of October, 1985.

Marvin Kaufman  
Notary Public

IMPRESS  
SEAL HERE

My Commission Expires Sept 11, 1989 24 DEC 85 9 19

THIS instrument was prepared by: Samax Building Corporation  
3234 N. Elston Chicago, IL 60618

### ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the annexed Mortgage to Samax 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, this 17th day of October, 1985.

Sam Kaufman Dealer  
STATE OF Illinois, Cook County, ss:         

Before me, the undersigned, a Notary Public in and for said county, this          day of October 17, 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 Sept 11, 1989  
Marvin Kaufman Notary Public



BORG-WARNER ACCEPT. CORP.  
BOX 12428  
SHAWNEE MISSION, KS 66212

11.00 E

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