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ABOVE SPACE FOR RECORDER'S USE ONLY

## MORTGAGE

THIS INDENTURE, made <u>September 18th</u> , 19 <u>85</u> , between
Rogelio Rojas and Refugia Rojas, 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 18th , 19 85 , in
and by which Contract the Mortgagors have agreed to pay the sum of Seven thousand one hundred eventy seven $04/100-DOLLARS$ (\$ 7127.04 ), payable in 48
monthly installments, each installment in the amount of \$ 148.48 , beginning  Febuary 2nd , 19.86 and with the final installment due and payable on
January 2nd , 19 90 .
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 93 in the Subdivision of Block 21 in Steel's Subdivision of the Southeast Quarter and the East half of the Southwest Quarter of Section 26, Township 39 North, Range 13, East of the Third Principal Meridian, in Cock County, Illinois,

16-26-424-004 Jan.
More Commonly Known As: 3009 South Central Park, Chicago, Illinois.

SY DEC 85 1: 18

TOGETHER with all improvements, tenements, tasements, 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, casements, fixtures, and appurtenances thereto belonging for the uses herein set forth free from all rights and benefits under the Homestean Exemption Laws for the State of Illinois, which rights and benefits the Hortgaper does hereby release and waive.

Mortgagor COVENANTS and WARRANTS to Mortgagor and to Hortgagor'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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## **UNOFFICIAL COPY**

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.

<ol> <li>Mortgagee shall have the right to inspect the property at reasonable times and access thereto shall be permitted for that purpose.</li> </ol>
WITNESS the hands and seal sof Mortgagors the day and year first above written.
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X KEELWYWK & YVV
State of illinois )
County of <u>cook</u> )
I, the underlighed, a Notary Public in and for said County, in the state aforesaid, DO HERE'S CERTIFY that Rogelio Rojas and Refugia Rojas, personally known to me to be the same persons whose names subscribed to the foregoing instrument, speared before me this day in person, and acknowledged that the y signed, dealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therin set forth. Given
under my hand and official scal, this 18th day of September , 1985.
Notary Public Kiewisler
IMPRESS SEAL BERE
My Commission expires
rierch 27, 1988
THIS instrument was prepared by: <u>Ewa T Krakowska</u>
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 18th day of September,
STATE OF Illinois, Cook County, ss: :
Before me, the undersigned, a Notary Public in and for said county, this 18th 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    Good To Auditorices