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ABOVE SPACE FOR RECORDER'S USE ONLY

COPIES OF

MORTGAGE AND ASSIGNMENT OF MORTGAGE

THIS INDENTURE, made June 23, 1986, between

Letha Tubbs

herein referred to as MORTGAGORS, and Mid-City Lumber & Supply Co., herein referred to as MORTGAGEE, witnesseth:

THAT, WHEREAS, Mortgagors are justly indebted to Mortgagee upon the Retail Installment Sales Contract bearing date June 23, 1986, in and by which Contract the Mortgagors have agreed to pay the sum of Seventeen Thousand Four Hundred Four & 80/100 DOLLARS (\$17,404.80), payable in 120 monthly installments, each installment in the amount of \$145.04, beginning October 11, 1986, and with the final installment due and payable on September 11, 1996;

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 53 in Mandells Subdivision of Blocks 5, 6, 7 and 8 in Purington and Seranton's subdivision of the West 1/4 of the Southwest 1/4 of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian lying North of Barry Point Road in Cook County, Illinois.

16-15-308-023-0000

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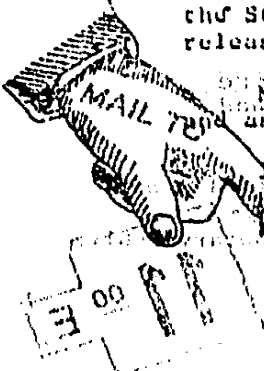
TOGETHER with all improvements, tenements, encumbrances, fixtures, and appurtenances now or hereafter erected thereon, all of which are declared to be part of the real estate whether physically attached thereto or not.

TO HAVE AND TO HOLD the property with all improvements, tenements, encumbrances, 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 Mortgagee and to Mortgagee's successors and assigns:

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.

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



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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.

86-412465

WITNESS the hand and seal of Mortgagors the day and year first above written.

13 SEP 86 3:53

Letha Tubbs

 Letha Tubbs

50152102

State of Illinois)
 County of Cook) ss.

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Letha Tubbs personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this 23 day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 23 day of June, 1986.

Louis P. Paul

 Notary Public, Louis P. Paul
 My Commission Expires May 9, 1988

IMPRESS SEAL HERE

THIS instrument was prepared by: Mid City Lumber & Supply
3525 W. Peterson, Chicago, IL

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the annexed Mortgage to Mid-City Lumber & Supply Co. 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.

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Witness the hand and seal of said mortgagor, this 23 day of June, 1986.

Jerome Paul

 Jerome Paul Dealer
 STATE OF Illinois Cook County, ss:

Before me, the undersigned, a Notary Public in and for said county, this 23rd day of June, 1986, came Jerome Paul 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 May 9, 1988
Louis P. Paul

 Louis P. Paul Notary Public

11:00 E