

MITE

86-445558 - 629th

SEP-30-85

51 SEP 85 2:15

ABOVE SPACE FOR RECORDER'S USE ONLY

MORTGAGE

THIS INDENTURE, made February 27th, 1986, between Joe C. Mc Call

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 February 27th, 1986, in and by which Contract the Mortgagors have agreed to pay the sum of Ten Thousand nine hundred forty two and 68/100 DOLLARS (\$10,942.68), payable in 84 monthly installments, each installment in the amount of \$ 130.27, beginning November 20th, 1986 and with the final installment due and payable on October 20th, 1993.

NOW THEREFORE, the Mortgagors to secure the payment of said sum of money 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 34 in De Jong's Subdivision of the North 1/2 of Lot 31 (except the West 67 feet thereof) in School's Trustees' Subdivision of Section 16, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois. Commonly Known As: 319 West 106th Place, Chicago, Illinois. Permanent Index Number: 25-16-217-014

TOGETHER with all improvements, tenements, appurtenances, 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 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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UNOFFICIAL COPY

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SCHAUMBURG, ILL 60198
1309 E. WASHINGTON RD.
MORTGAGE DIVISION
NORWEL
FOR BORG WARNER ACCEPTANCE



[Signature]
Nocary Public
Commission expires March 27, 1988

BEFORE ME, the undersigned, a Notary Public in and for said county, this day of February 27, 1986, came Jeffrey Schwartz and I acknowledged the execution of the assignment of mortgage.

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

THIS instrument was prepared by: Eva T. Krakowska, 4520 W. Lawrence Ave., Chicago Illinois 60630

March 27, 1988
My Commission expires

I, the undersigned, a Notary Public in and for said County, in the presence of HERBERT GERTLY that Joe C. McCall personally known to me to be the name person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, dated, and delivered the said instrument as his free and voluntary act for the use and purpose therein set forth. Given under my hand and official seal, this 27th day of February, 1986.

State of Illinois)
County of Cook)
SS.)

[Signature]
[Signature]

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

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. Mortgagor shall have the right to inspect the property at reasonable times and access thereto shall be permitted for that purpose.