UNOFFICIAL COPY.

88512193

973 -- Y 0 55777473 0 5290 h

THIS INDENTURE, made September 13

TIT

97-75-100

ABOVE SPACE FOR RECORDER'S USE ONLY

, 1986 , between Toby Washington

MORTGAGE

90 €11 88 TOO 1€

•
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 13 , 1986 , in
and by which Contract the Mortgagors have agreed to pay the sum of Four Thousand
Six Hundred Four and 64/100 DOLLARS (\$4,604.64), payable in 48
monthly installments, each installment in the amount of \$95.93, beginning
December 23rd 19 86 and with the final installment due and payable on
November 23rd . 19 90 .

NOW THEREFORE, the Mirtgagors 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 174 (Except the North 27 feet thereof) and the North 30 feet of Lot 176 in Cummings and Foreman Real Estate Corporation Roosevelt Road and 17th Avenue Subdivision of Lots 1,2,3,4,5,7 and d in Owner's Partition of the South 83.2 acres of the West 1/2 of Section 15. Township 39 North, Range 12, East of the Third Principal Meridian, in Cook county, Illinois.

Commonly Known As: 2122 South 19th Avenue, Broadview

Cook County

Permanent Index Number:

15-15-329-062 all

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, terements, 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 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.
- 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 elevations in said property except as required by law or municipal damage.

8551219a

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.
- 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 seal of Mortgagors the day and year first above written. State of [1]linois SS. County of Coo'x I, the under igned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CARTIFY that Toby Washington personally known to be the same persons whose names subscribed to the foregoing instrument, apported before me this day in person, and acknowledged that t hey signed, dealed, and delivered the said instrument as free and voluntary act, for the uses and purposes therin set forth. Given day of <u>September</u> under my hand and official 2001, this 13th , 1986. Notary Public **IMPRESS** SEAL HERE My Commission expires THIS instrument was prepared by: 4520 W. Lawrence, Chicago, IL ASSIGNMENT OF MORTGAGE FOR VALUE RECEIVED, the annexed Mortgage to Windy City Exteriors, Inc. Cook which is recorded in the office of the Recorder of County, in Mortgage Record , and the page 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 13thday of Sentember, 19_86 STATE OF Illinois Cook County, ss: Before me, the undersigned, a Notary Public in and for said county, this day of September 13 , 19 86 , came Jeffrey Schwartz 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___