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ABOVE SPACE FOR RECORDER'S USE ONLY

, 19<u>86</u>, between <u>David Seats</u>

## MORTGAGE

and Margaree Seats, his wife, as joint tenants
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 wales Contract bearing date <u>September 30</u> , 19 <u>86</u> , in
and by which contract the Mortgagors have agreed to pay the sum of <u>Six Thousand</u>
One Hundred Two 1/e and 80/100 DOLLARS (\$6,112.80 ), payable in 60
monthly installments, each installment in the amount of \$101.88, beginning
January 6th , 1987 and with the final installment due and payable on
December 6th , 1991 .

NOW THEREFORE, the Mor'gagors 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 succiousers and assigns, the following described Real Estate, to wit:

Lot 2 in Anderson's Resubidivsion of lots 5 and 6 in block 12 in E.L. Brainards subdivision of Telford Burrhams Subdivision of the West 1/2 of the North West 1/4 of Section 5, Township 37 North, Range 14, East of the Third Principal Meridian (except blocks 1 and 8 also except the West 8 feet of lots 5 and 6 aforesaid) according to the plat therefore recorded August 9, 1950 as document 14,872,236 in Cook County, Illinois.

Commonly Known As: 8924 South Justine, Chicago

Cook County

Permanent Index Number: 25-05-116-0227

THIS INDENTURE, made September 30

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

TO HAVE AND TO HOLD the property with all improvements, tonements, easements, fixtures, and appurtenances thereto belonging for the uses berein 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.

- 24 NOV 86 9: 48 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 alterations in said property except as required by law or municipal predinance.

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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.
- 5. Mortgagee shall have the right to inspect the property at ressonable times and access thereto shall be permitted for that purpose.

written.  WITNESS the hand and seal of Mortgagors the day and year first above written.
mayare Day
State of Illinois )
County of Cour )
I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that David and Margaree Seats
personally known to me to be the same person s whose name s subscribed to the
foregoing instrument, appeared before me this day in person, and acknowledged that the y signed, dealer, 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 some, this 30th day of September , 1986.
To any Rubbia Maring Lee
locary Public
IMPRESS
SEAL HERE My Commission expires
7/12/89
THIS instrument was prepared by: Nancy U.S.
4520 W. Lawrence, Chicago, IL 60630
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 30th day of Saptember,
STATE OF Illinois Cook County, ss: :
Before me, the undersigned, a Notary Public in and for said county, this
day of September 30 , 19 86, came Jeffrey Schwartz and acknowledge the execution of the assignment of mortgage.
IN WITHESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.
My Commission expires 9/12/89  Notary Public
Notary Public

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