

UNOFFICIAL COPY

86614253

ABOVE SPACE FOR RECORDER'S USE ONLY

MORTGAGE

THIS INDENTURE, made October 16, 1986, between Jules V. Dave and Andrea Dave, 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 Sales Contract bearing date October 16, 1986, in and by which Contract the Mortgagors have agreed to pay the sum of Three Thousand Two Hundred Seventy Six and 36/100 DOLLARS (\$3,276.36), payable in 36 monthly installments, each installment in the amount of \$91.01, beginning February 11th, 1987 and with the final installment due and payable on January 11th, 1990.

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:

Lots 18,19 and 20, taken as a tract (except the South 112.80 feet, as measured on the West line thereof and also except the North 15 feet of the East 71 feet, as measured on the East and North lines thereof) in Block 3 in Pitner and Sons 3rd Addition to Evanston, a Subdivision of the North West 1/4 of the North West 1/4 of Section 24, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: 1231 McDaniel, Evanston Cook County
Permanent Index Number: 10-24-100-034 20715 307-34-50-032 18-19

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, 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 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 ordinance.

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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.

Jules V. Daye
Jules V. Daye
Andrea Daye
Andrea Daye

State of Illinois)
) SS.
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Jules V. and Andrea Daye, personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 16th day of October, 1986.



Nancy Lee
Notary Public
My Commission expires 9/12/89

THIS instrument was prepared by: _____
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.

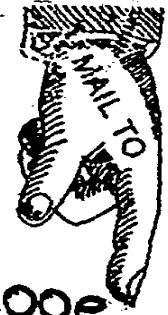
Witness the hand and seal of said mortgagee, this 16th day of October, 1986.

STATE OF Illinois, Cook County, ss: _____

Before me, the undersigned, a Notary Public in and for said county, this day of October 16, 1986, 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 9-12-89 Nancy Lee
Notary Public



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