

UNOFFICIAL COPY

86000787

ABOVE SPACE FOR RECORDER'S USE ONLY

MORTGAGE

THIS INDENTURE, made October 1st, 1985, between Pedro Rivera and Maria Guadalupe Zarco AKA Maria Guadalupe Rivera, in joint tenancy 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 1st, 1985, in and by which Contract the Mortgagors have agreed to pay the sum of Thirteen thousand five hundred seventy nine 44/100 DOLLARS (\$13,579.44), payable in 84 monthly installments, each installment in the amount of \$ 161.66, beginning February 10th, 1986 and with the final installment due and payable on January 10th, 1993.

17-29-314-046 K

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 30 (except part described as beginning at the Southeast Corner of said Lot 30, Thence along its Northeasterly side to the Northeast corner, thence along its Northwesterly side 4 1/2 inches, thence Southeasterly to the point of beginning) also that part of Lot 31 beginning at the Southeast corner of said Lot, thence along its Northeasterly side to the North East corner, thence along its Northwesterly side 5 inches, thence Southeasterly to a point of beginning in Seavern and Company's Subdivision of Lot 3 in Block 20 in Canal Trustee's Subdivision of Section 29, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: 2888 South Archer, Chicago, Illinois.

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 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.

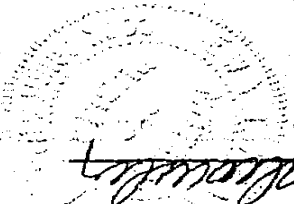


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Eva T. Malvestis
Notary Public

My Commission expires March 27, 1988

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Before me, the undersigned, a Notary Public in and for said county, this 1st day of October, 1985, came Jeffrey Schwartz and Jeffrey Schwartz acknowledged the execution of the assignment of mortgage:

STATE OF ILLINOIS, County, ss: Cook

Witness the hand and seal of said mortgagee, this 1st day of October, 1985.

assigned and transferred to Borg-Warner Acceptance Corporation.

in Mortgage Record _____, and the Retail Installment Sales Contract described therein which it secures are hereby

FOR VALUE RECEIVED, the annexed Mortgage to Windy City Exteriors, Inc.

ASSIGNMENT OF MORTGAGE

2 JAN 86 10: 42

Eva T. Krakowska, 4520 W. Lawrence Ave., Chicago Illinois 60630

THIS instrument was prepared by:

March 27, 1988

Eva T. Malvestis
Notary Public

SEAL HERE
IMPRESS

under my hand and official seal, this 1st day of October, 1985.

that they signed, dated, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth. Given

personally known to me to be the same person whose names subscribed Martha Rivera foregoing instrument, appeared before me this day in person, and acknowledged

I, the undersigned, a Notary Public in and for said County, in the state

County of Cook

State of Illinois, ss: _____

Martha Rivera
Martha Rivera

WITNESS the hand and seal of Mortgagees the day and year first above

times and access thereto shall be permitted for that purpose.

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