

UNOFFICIAL COPY

86022169

ABOVE SPACE FOR RECORDER'S USE ONLY

MORTGAGE

THIS INDENTURE, made December 12th, 1985, between Mae N. Street

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 December 12th, 1985, in and by which Contract the Mortgagors have agreed to pay the sum of Six thousand nine hundred forty two and 72/100 DOLLARS (\$6,942.72), payable in 48 monthly installments, each installment in the amount of \$ 144.64, beginning March 1st, 1986 and with the final installment due and payable on February 1st, 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:

14-17-130-105
One-half interest in the East 1/2 of Lot 3 in Mrs. Price's Subdivision of the West 2.071 acres of Block 2 in the Subdivision by William Hill and heirs if Michael Diversey of the South West 1/2 of the North West 1/4 of Section 29, Township 40 North, Range 14, East of the Third Principal meridian, in Cook County, Illinois.

Commonly known As: 1346 West Diversey, 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.

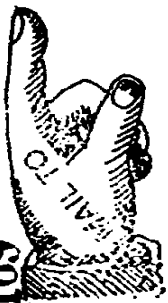
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My Commission expires March 27, 1988 Eva T. Krakowska Notary Public

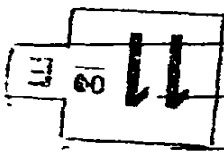
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal and acknowledged the execution of the assignment of mortgage.

Before me, the undersigned, a Notary Public in and for said county, this 15th day of December, 1985, came Jeffrey Schwartz and Windy City Exteriors, Inc. and the undersigned, this 15th day of December, 1985.

Witness the hand and seal of said mortgagee, this 15th day of December, 1985.
FOR VALUE RECEIVED, the annexed Mortgage to Windy City Exteriors, Inc. which is recorded in the office of the Recorder of Cook County, and the 100K in Mortgage Record 100K, past, and the 100K Retail Installment Sales Contract described therein which it secures are hereby assigned and transferred to Borg-Warner Acceptance Corporation.

ASSIGNMENT OF MORTGAGE

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



March 27, 1988

My Commission expires

10:29 AM '85

IMPRESS SEAL HERE

I, the undersigned, a Notary Public in and for said County, in the state of Illinois, do hereby certify that HE N STREET whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed, and delivered the said instrument as HER free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 15th day of December, 1985.
Eva T. Krakowska Notary Public

State of Illinois)
County of Cook)
SS.)

X
X
M. A. N. Street

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

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

4. Mortgageor 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.