

86047002

ABOVE SPACE FOR RECORDER'S USE ONLY

MORTGAGE AND ASSIGNMENT OF MORTGAGE

THIS INDENTURE, made December 3, 1985, between

Joseph & Frances Hoevel

hereby referred to as MORTGAGORS, and Samax Building Coporation
herein referred to as MORTGAGEE, witnesseth:

THAT, WHEREAS, Mortgagors are justly indebted to Mortgagee upon the Retail
Installment Sales Contract bearing date 12-3, 1985, in and to
which Contract the Mortgagors have agreed to pay the sum of Six thousand five
hundred eighty six & 20/100 DOLLARS (\$ 6586.20), payable in 60
monthly installments, each installment in the amount of \$ 109.77, beginning
March 4th, 1986 and with the final installment due and payable on
Feb. 4th, 1991.

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 34 in Block Five (5) in John F. Eberhart's subdivision of the
North East quarter of the North West quarter of Section 23, Township
38 North Range 13, East of the Third Principal Meridian, in Cook
County, Illinois. 19-23-111-028-0000

TOGETHER with all improvements, tenements, easements, fixtures, and appur-
tenances 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, eas-
ements, fixtures, and appurtenances thereto belonging for the uses herein set
forth free from all rights and benefits under the Homestead Exemption Law 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.

BORG-WARNER ACCEPT. CORP.
SHAWNEE MISSION, KS 66212



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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.

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 hands and seals of Mortgagors the day and year first above written.

Joseph Hoewel
Joseph Hoewel
Francis C. Hoewel
Francis C. Hoewel

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State of Illinois)
County of Cook) SS.

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I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Joseph & Francis Hoewel 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 3rd day of December, 19 85.

86047002

Marvin Kaufman
Notary Public Marvin Kaufman

My Commission expires Sept. 11, 1986

This instrument was prepared by: Samax Building Corporation
3234 E. Elston, Chicago, IL 60618

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the annexed Mortgage to Samax Building Corp. which is recorded in the office of the Recorder of Cook County, Illinois 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 3rd day of December, 19 85.

STATE OF Illinois Sam Kaufman Cook County, ss:

before me, the undersigned, a Notary Public in and for said county, this 3rd day of December, 19 85, came Sam Kaufman and acknowledged the execution of the assignment of mortgage.

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

My Commission expires Sept. 11, 1986 Marvin Kaufman Notary Public

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