

UNOFFICIAL COPY

86093678

ABOVE SPACE FOR RECORDER'S USE ONLY

MORTGAGE

THIS INDENTURE, made October 22nd, 1985, between Marla R. Fino AKA Maria R. Diaz 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 22nd, 1985, in and by which Contract the Mortgagors have agreed to pay the sum of twenty four thousand four hundred twenty three 36/100 DOLLARS (\$24,423.36), payable in 96 monthly installments, each installment in the amount of \$ 254.41, beginning April 15th, 1986 and with the final installment due and payable on March 15th, 1994.

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 in the South 1/2 of Lot 31 in the Subdivision made by the Calumet and Chicago Canal Dock Company of Parts of Section 5 and 6, Township 37 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: 8841 South Miskogon, 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 Mortgagee 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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Notary Public

My Commission expires March 27, 1988

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

acknowledge the execution of the assignment of the assignment of mortgage. October day of October, 1985, came Jeffrey Schwartz and before me, the undersigned, a Notary Public in and for said county, this 22nd

STATE OF Illinois, Cook County, ss: 1985 Witness the hand and seal of said mortgagee, this 22nd day of October

FOR VALUE RECEIVED, the annexed Mortgage to Windy City Erectors, Inc. which is recorded in the office of the Recorder of Cook County, and the Retail Installment Sales Contract described therein which securities 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

EMBERS
SEAL HERE

Notary Public

[, the undersigned, a Notary Public in and for said County, in the presence of Martha R. Diaz personally known to me to be the same person whose name 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 22nd day of October, 1985.

State of Illinois)
) ss.)
County of Cook)

Martha R. Diaz
Martha R. Diaz

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

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

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 other to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby.

87-93660-98-