## UNOFFICIAL COPY.

## 86107398

ABOVE SPACE FOR RUCORDUR'S USE CHAY

MORTCAGE AND ASSIGNMENT OF MORTGAGE

TOGETHER with all improvements, tenements, easements, fixtures, and approximate 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, ease-ments, fixtures, and appurtenances thereto belonging for the uses herein set forth free from all rights and benefits under the Homestend Exemption have for the State of Illinois, which rights and benefits the Mortgagor does hereby release and waive.

Mostgagor COVENANTS and WARRANTS to Mortgagor and to Mortgagor's successful and easigns:

1. Mortgagor shall pay the indebtedness owing as provided for to the Retail Installment Sales Contract referred to above, and which is for apparated berein by reference and made a part bereof.

BORG-WARNER ACCEPT/ CORP. PON 12423

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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 in 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 afterations 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.

Hortyugee shall have the right to inspect the property at reasonable times and occess thereto shall be permitted for that purpose.

WITNESS the hand 8 and scals of Mortgagors the day and year first above

Joe Ann Caldwell

State of lilinois )

(a mty of Cook )

I, the undersigned, a Notary Public is and for said County, in the state aforesaid, bo HEREBY CERTIFY that Oneal Wilson & Joe Ann Caldwell 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 sid instrument as their free and voluntary act, for the uses and purposes therein set forth. Given ander my band and official meal, this 20th of February 1986.

19 WAR 86 1 32

ji fetti (1955) Se Mulling Milli Notaly Public Marvin Kaufman

My Commission expires

1815 lentrament was prepared by: Samax Building Corporation 3234 N. Elston, Chicago, IL 60613

## ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the annexed Morgage to Samax Building Corporation 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.

Of the hand and Weal of said mortgagee, this 20they of February .

19 86 .

Sam Kaurman Cook County, ss: :

defore we, the undersigned, a Notary Public in and for said county, this 20th day of Pebruary . 1986 , came Sam Kaufman and acknowledge the execution of the assignment of mortgage.

IN WITHEST WHEREOF, I have hereunto subscribed my name and affixed my official sent.

" Commission expires father ", 1980

Marvin Kaufman

\_\_Notary Public



-86-107398