

UNOFFICIAL COPY

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ABOVE SPACE FOR RECORDER'S USE ONLY

MORTGAGE

THIS INDENTURE, made March 19th, 1986, between Jaohn M. Tate and Jacquelyn Tate, his wife 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 March 19th, 1986, in and by which Contract the Mortgagors have agreed to pay the sum of Four thousand eight hundred two and 88/100 DOLLARS (\$ 4,802.88), payable in 48 monthly installments, each installment in the amount of \$ 100.06, beginning July 15th, 1986 and with the final installment due and payable on June 15th, 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:

The North 1/2 of Lot 35 and all of Lot 39 in Block 23 in West Pullman a Subdivision in the Northwest 1/4 and the west 1/2 of the Northeast 1/4 of Section 28, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois accordin to the plat thereof recorded December 31, 1991 as Document No.1590967 in Book 55, Page 32 of Plats in Cook County, Illinois.

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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 Mortgagor and to Mortgagor'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 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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