

# UNOFFICIAL COPY

86-173337

ABOVE SPACE FOR RECORDER'S USE ONLY

## MORTGAGE

THIS INDENTURE, made February 19th, 1986, between Roberto Gonzalez and Rosa Bermudez Gonzalez, 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 February 19th, 1986, in \$7509.60, and by written Contract the Mortgagors have agreed to pay the sum of Seven thousand five hundred nine and 60/100 DOLLARS (\$7509.60), payable in 48 monthly installments, each installment in the amount of \$ 156.45, beginning on 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:

Lot's 22 and 23 in Block 5 in the Subdivision of Blocks 4, 5, 6, 7, 8 and 9 in E. Simon's Subdivision of the Southeast 1/4 of Section 35, Township 40 North, Range 13, in Cook County, Illinois, recorded as Document No: 12283538, in Cook County, Illinois.

13-35-400-017 LOT 23  
012. 60122 - P

TOGETHER with all improvements, tenements, 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 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 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; (4) make no material alterations in said property except as required by law or municipal ordinance.

13-35-400-017

# UNOFFICIAL COPY

-86-17337



State of Illinois County of Cook Office of Clerk of Court

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 mortgage.

BEFORE me, the undersigned, a Notary Public in and for said County, this 27th day of March, 1986, came Jeffrey Schwartz and

STATE OF Illinois, Cook County, ss:

WITNESSES the hand and seal of said mortgagee, this 27th day of March, 1986.

RECEIVED Instalment Sales Contract described herein which is securities are hereby assigned and transferred to Borg-Warner Acceptance Corporation.

IN MORTGAGE RECORD, PAGE, and the 2005 County, which is recorded in the office of the Recorder of Waukegan FOR VALUE RECEIVED, the annexed Mortgage to Waukegan City Extentors, Inc.

## ASSIGNMENT OF MORTGAGE

EVA T. KRAKOWSKA 4520 W. LAWRENCE AVE., CHICAGO ILLINOIS 60630

THIS instrument was prepared by:

March 27, 1988

My Commission expires

SEAL HERE  
MFRS

under my hand and official seal, this 27th day of March, 1986  
free and voluntary act, for the uses and purposes herein set forth. Given  
that The signed, dated, and delivered the said instrument as THE  
mortgagor, appeared before me this day in person, and acknowledged  
personally known to me to be the same person whose name is subscribed to the  
foregoing instrument, appeared before me this day in person, and acknowledged to the  
aforesaid, DO HEREBY CERTIFY that ROBERTO GONZALEZ 8059 BEVERLY AVENUE  
I, the undersigned, a Notary Public in and for said County, in the state

County of Cook )  
State of Illinois )  
SS.

2 MAY 86 10:33

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.  
either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby.  
and windstorm under policies providing for payment of monies sufficient  
situated on said property insured against loss or damage by fire, lightning  
4. Mortgagor shall keep all buildings and improvements now or hereafter.