

UNOFFICIAL COPY

ABOVE SPACE FOR RECORDER'S USE ONLY

862251

08 FEB 28 1986

MORTGAGE

THIS INDENTURE, made February 4th, 1986, between LeRoy Wilson, Sr. and Rose Lee Wilson, his wife and Harvey Lee Holmes and Hasel Lee Holmes, his wife 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 4th, 1986, in and by which Contract the Mortgagors have agreed to pay the sum of Four thousand eight hundred ninety and 00/100 DOLLARS (\$4,890.00), payable in 60 monthly installments, each installment in the amount of \$ 81.50, beginning August 1st, 1986 and with the final installment due and payable on July 1st, 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 29 in Block 2 in Crafts Addition to Aestinville, being a Subdivision of 36 1/4 acres of South 43 3/4 acres of West 1/2 of the Southwest 1/4 of Section 9, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County Illinois.

Commonly Known As: 156 North Lotus, Chicago, Illinois.

16-09-315-029

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 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 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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86-225189

My Commission expires March 27, 1988
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Before me, the undersigned, a Notary Public in and for said county, this 4th day of February, 1986, came Jeffrey Schwartz and

STATE OF ILLINOIS Cook County, ss:
Witness the hand and seal of said mortgagee, this 4th day of February, 1986.

FOR VALUE RECEIVED, the annexed Mortgage to Family City Extentors, Inc. which is recorded in the office of the Recorder of Cook County, and the Retail Installment Sales Contract described therein which it secures 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: EVA T. KRAKOWSKA

March 27, 1988

My Commission expires

SEAL HERE IMPRESS

Notary Public

under my hand and official seal, this 4th day of February, 1986.

I, the undersigned, a Notary Public in and for said County, in the state of Illinois, do hereby certify that the foregoing instrument, subscribed by the persons whose names are set forth herein, 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

State of Illinois)
County of Cook)
ss.)

X [Signature]
X [Signature]
X [Signature]
X [Signature]

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

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

4. Mortgageor 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.

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