## UNOFFICIAL COPY 7.4

86328674

ABOVE SPACE FOR RECORDER'S USE ONLY

10 86

## MORTGAGE

THIS INDENTURE, made March 25,, 19 86 , between
Enrique H. Hernandez and wife Teresa Hernandez as joint tenants.
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 25, 1986, in
and by which Contract the Mortgagors have agreed to pay the sum of Four thousand
nine hundred fifty nine &36/100** DOLLARS (\$4,959.36_), payable in48
monthly installments, each installment in the amount of \$ 103.32 , beginning
August 9th 1986 and with the final installment due and payable on
July 9th
NOW THEREFORE, the Mo.tgagors 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

Lot 21 in Sub-lot 1 in Webster's Sublivision of lots 3 & 4 in block 45 in Canal Trustees Subdivision of the West 2 and so much of the South East 1 as lies West of the South Branch of the Chicago River of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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:

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, resements, 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 deer 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 incorporaced 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.
- 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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4. Mortgagor shall keep all buildings and improvements now or hereafter structed 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.

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

WITNESS the hand \_ and seal \_ of Mortgagers the day and year first above written.

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State of I'llinois )		
County of		
	ublic in and for said County, in the state	
aforesaid, DO HEREBY CERTIFY that	orique + Deresa Nerrantez.	
personally known to me to be the sai	me persons whose names subscribed to the	
	re me this day in person, and acknowledged	
that they signed, dealed, and del:		_
free and voluntary act, for the use:	s and purposes theringset forth. Given	
under my hand and official seal the	is <u>25zh</u> day of <u>March</u> , 1986.	
0/	May Sal	
	locary rubling	
IMPRESS		
SEAL HERE		
	My Commission expires	
	12-13-68	
	Con Signi	
THIS instrument was prepared by:	curi signi	
4520 W. Lawrence Ct	40, N. C. 0630	
	-0	

4520 W. Ulwrence Chao, N. 60630
ASSIGNMENT OF MORTGAGE
FOR VALUE RECEIVED, the annexed Mortgage to Windy C.ty Exteriors, Inc. 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
Retail Installment Sales Contract described therein which it secures are hereby assigned and transferred to Borg-Warner Acceptance Corporation.
Witness the hand and seal of said mortgagee, this 25th day of March,  19 86  STATE OF Illinois, look County, ss: :
Before me, the undersigned, a Notary Public in and for said county, this day of March 25, , 1986, came Jeffrey Schwartz and acknowledge the execution of the assignment of mortgage.
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.  My Commission expires 12-13-88
Chary Public