

-87-496644

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ABOVE SPACE FOR RECORDER'S USE ONLY

MORTGAGE

THIS INSTRUMENT, made May 19, 1987, between Jose Castro and Judy Castro, his wife 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 May 19, 1987, in and by which Contract the Mortgagors have agreed to pay the sum of Five Thousand Eight Hundred Seven 40/100 DOLLARS (\$5,807.40), payable in 60 monthly installments, each installment in the amount of \$ 96.79, beginning October 5, 1987 and with the final installment due and payable on September 5, 1992.

NOW THEREFORE, the Mortgagors do 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 73 in Gross Humboldt Part Addition to Chicago, being a Subdivision of the North West 1/4 of the Northeast 1/4 of the South East 1/4 of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian (Except 1 Square Acres in the North East Corner and 1 Square Acres in the North West Corner Thereof) In Cook County, Illinois.

SEP 29 1987

Commonly Known As: 2528 W. Thomas Chicago, IL Cook County

Permanent Index Number: 16-01-406-038 HBO M

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, 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.

SEP-10-87 16099 87496644 A 12.00

Mortgagor COVENANTS and WARRANTS to Mortgagee and to Mortgagee'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; (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 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.

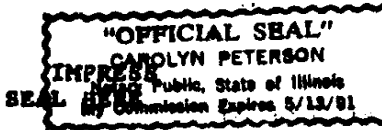
5. Mortgagees shall have the right to inspect the property at reasonable times and access thereto shall be permitted for that purpose.

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

Jose Castro
Jose Castro
Judy Castro
Judy Castro

State of Illinois)
) ss.
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Jose Castro and Judy Castro 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 said instrument as their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 19th day of May, 1987



Carolyn Peterson
Notary Public
My Commission expires 5/13/91

THIS instrument was prepared by: Jane M. Figueras
4520 W. Lawrence, Chicago, IL 60630

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the annexed Mortgage to Windy City Exteriors which is recorded in the office of the Recorder of Cook County, Illinois 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.

Witness the hand and seal of said mortgagor, this 19th day of May, 1987

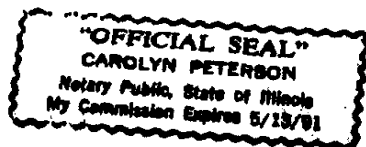
STATE OF Illinois, Cook County, ss:

Before me, the undersigned, a Notary Public in and for said county, this day of May 19, 1987, came Jeffrey Schwartz and acknowledge the execution of the assignment of mortgage.

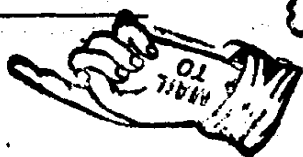
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission expires 5/13/91
Borg-Warner Acceptance
Carolyn Peterson
Notary Public

To: 1305 E. Remington Rd. Suite V
Schaumburg, IL 60173



BORG-WARNER ACCEPT. CORP.
BOX 1242B
CHAWNEE MISSION, KS 66212



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ABOVE SPACE FOR RECORDER'S USE ONLY

MORTGAGE

THIS INDENTURE, made May 19, 1987, between Jose Castro and Judy Castro, his wife 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 May 19, 1987, in and by which Contract the Mortgagors have agreed to pay the sum of Five Thousand Eight Hundred Seven 407.00 DOLLARS (\$5,807.40), payable in 60 monthly installments, each installment in the amount of \$ 96.79, beginning October 5, 1987 and with the final installment due and payable on September 5, 1992.

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 73 in Gross Humboldt Part Addition to Chicago, being a Subdivision of the North West 1/4 of the Northeast 1/4 of the South East 1/4 of Section 1, Township 23 North, Range 13 East of the Third Principal Meridian (Except 1 Square Acres in the North East Corner and 1 Square Acres in the North West Corner Thereof) In Cook County, Illinois.

Commonly Known As: 2528 W. Thomas Chicago, IL Cook County Permanent Index Number: 16-01-406-038 *HBO M*

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 Law for the State of Illinois, which rights and benefits the Mortgagor does hereby release and waive.

SEP-10-87 46099 87496644 A 12.00

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; (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 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.

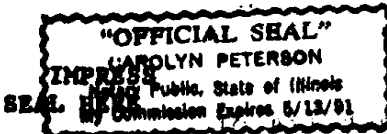
5. Mortgagee shall have the right to inspect the property at reasonable times and access thereto shall be permitted for that purpose.

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

Jose Castro
Jose Castro
Judy Castro
Judy Castro

State of Illinois)
County of Cook) ss.

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Jose Castro and Judy Castro 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 said instrument as their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this 19th day of May, 1987



Carolyn Peterson
Notary Public
My Commission expires 5/13/91

THIS instrument was prepared by: Jose M. Figueroa
4520 W. Lawrence, Chicago, IL 60630

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the annexed Mortgage to Windy City Exteriors which is recorded in the office of the Recorder of Cook County, Illinois in Mortgage Record , page , and the Retail Installment Sales Contract described therein which it covers are hereby assigned and transferred to Borg-Warner Acceptance Corporation.

Witness the hand and seal of said mortgagee, this 19th day of May, 1987.

STATE OF Illinois, Cook County, ss:

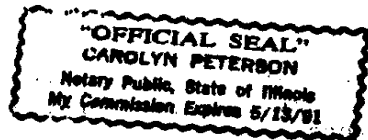
Before me, the undersigned, a Notary Public in and for said county, this day of May 19, 1987, came Jeffrey Schwartz and acknowledge the execution of the assignment of mortgage.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission expires 5/13/91 Carolyn Peterson
Notary Public

Borg-Warner Acceptance

To: 1305 E. Remington Rd. Suite V
Schaumburg, Il. 60173



BORG-WARNER ACCEPT. CORP.
BOX 1242B
SHAWNEE MISSION, KS 66212



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10001-52-

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 29TH day of JUNE, 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to MID-AMERICA MORTGAGE CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 12821 SOUTH KENNETH AVENUE, UNIT 9-1, ALSTP, ILLINOIS 60656

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

ROKNE TREE CONDOMINIUM

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association;

or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Theresa L Stapleton

THERESA L. STAPLETON

(Seal) Borrower

(Seal) Borrower

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Property of Cook County Clerk's Office

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