

# UNOFFICIAL COPY

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ABOVE SPACE FOR RECORDER'S USE ONLY

## MORTGAGE

THIS INDENTURE, made November 6, 1987, between James Bynum  
(widower)

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 November 6, 1986, in  
and by which Contract the Mortgagors have agreed to pay the sum of Thirty Thousand One  
Hundred Thirty-eight and 00/100 DOLLARS (\$30,138.00), payable in 120  
monthly installments, each installment in the amount of \$251.15, beginning  
January 21st, 1987 and with the final installment due and payable on  
December 21st, 1996.

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:

Lots 13 and 14 in Block 3 of Weddell and Cox's Hillside Subdivision in the North  
West quarter of Section 29, Township 38 North, Range 14 East of the Third Prin-  
cipal Meridian in Cook County, Illinois.

Commonly-Known As: 1222 West 72nd Place, Chicago Cook County

Permanent Index Number: 20-29-114-004 & 045-13

TOGETHER with all improvements, tenements, easements, fixtures, and appur-  
tenances 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, ease-  
ments, 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 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 incor-  
porated 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.

James Bynum  
\_\_\_\_\_

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 James Bynum personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, dealt and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 6th day of November, 1986.

6017091

9 JAN 87 12:58

Nancy Lee  
Notary Public  
My Commission expires  
9/12/89

IMPRESS  
SEAL HERE

THIS instrument was prepared by: \_\_\_\_\_  
4520 W. Lawrence, Chicago, IL 60630

### ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the annexed Mortgage to Windy City 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 assigned and transferred to Borg-Warner Acceptance Corporation.

Witness the hand and seal of said mortgagee, this 6th day of November, 1986.

STATE OF Illinois, Cook County, ss: \_\_\_\_\_

Before me, the undersigned, a Notary Public in and for said county, this day of November 6, 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 9/12/89  
Nancy Lee  
Notary Public

6017091

