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ABOVE SPACE FOR RECORDER'S USE ONLY

MORTGAGE AND ASSIGNMENT OF MORTGAGE

THIS INDENTURE, made January 19, 1987, between James A. Franklin and Ethel Manuel Franklin, his wife herein referred to as MORTGAGORS, and Somax Building Corporation herein referred to as MORTGAGEE, witnesseth:

THAT, WHEREAS, Mortgagors are justly indebted to Mortgagee upon the Retail Installment Sales Contract bearing date January 19, 1987, in and by which Contract the Mortgagors have agreed to pay the sum of Six thousand three hundred twenty eight and 08/100 DOLLARS (\$6,328.08), payable in 36 monthly installments, each installment in the amount of \$175.78, beginning 3-19 "e", 1987 and with the final installment due and payable on 2-19, 1990. "e" means estimate

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 11 in William Krueger's Subdivision of part of Lot 1 and all of Lots 2 and 3 in the subdivision of part of that part of the south 50 acres of the Northwest quarter of Section 33, Township 38 North, Range 14 East of the Third Principal Meridian lying West of the Chicago, Rock Island and Pacific railroad.

commonly known as: 8228 S. Emerald

*P. 1720-33-122-032 ML
CMo*

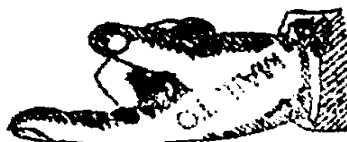
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances now or hereafter erected thereon, all of which are declared to be part of the real estate whether physically attached thereto or not.

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.

BORG-WARNER ACCEPT. CORP.
BOX 12428
SHAWNEE MISSION, KS 66212



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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.
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 A. Franklin
 James A. Franklin
Ethel Manuel Franklin
 Ethel Manuel Franklin

State of Illinois)
)
 County of Cook)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that James A. & Ethel M. Franklin 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 19 day of January, 19 87.

Marvin Kaufman
 Notary Public Marvin Kaufman
 My Commission expires 9-11-89

IMPRESS SEAL HERE

THIS Instrument was prepared by: Samax Building Corp.
3234 N. Elston, Chicago, IL

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the annexed Mortgage to Samax Building Corp 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 mortgagee, this 19 day of January, 19 87.
Sam Kaufman Dealer
 STATE OF Illinois, Cook County, ss:

Before me, the undersigned, a Notary Public in and for said county, this 19 day of January, 19 87, came Sam Kaufman 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 9-11-89
Marvin Kaufman Notary Public
 Marvin Kaufman



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