

UNOFFICIAL COPY

87112925

ABOVE SPACE FOR RECORDER'S USE ONLY

MORTGAGE

THIS INDENTURE, made January 21, 19 87, between Ismael Ortiz and Mildred Ortiz, 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 January 21, 19 87, in and by which Contract the Mortgagors have agreed to pay the sum of Three Thousand Two Hundred Sixty Four and 24/100 DOLLARS (\$3264.24), payable in 24 monthly installments, each installment in the amount of \$ 136.01, beginning April 13th, 19 87 and with the final installment due and payable on March 13th, 19 89.

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 106 and the West 5 feet of Lot 107 in the Subdivision of the North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the West $\frac{1}{3}$ of the Northeast $\frac{1}{4}$ of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: 3534 West Dickens, Chicago Cook County
Permanent Index Number: 13-35-222-013

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 use 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 building 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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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.

Ismael Ortiz
Mildred Ortiz

27 FEB 87 12 42

State of Illinois)
County of Cook)

SS. FEB-27-87 43785 - 07112925 - A --- REC

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Ismael Ortiz and Mildred Ortiz, personally known to me to be the same person S whose name S 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 21st day of January, 1987.

Nancy Lee
Notary Public

IMPRESS
SEAL HERE

My Commission expires
9-12-89

THIS instrument was prepared by: Cecily Peterson
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 21st day of January, 1987.

STATE OF Illinois, Cook County, ss: :

Before me, the undersigned, a Notary Public in and for said county, this day of January 21, 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 9-12-89 Nancy Lee
Notary Public

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