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ABOVE SPACE FOR RECORDER'S USE ONLY

MORTGAGE

THIS INDENTURE, made January 15, 19 87, between Cesar Caguana and Emilce Caguana, 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 15, 19 87, in and by which Contract the Mortgagors have agreed to pay the sum of Eleven Thousand Eight Hundred Thirty-Eight and 96/100 DOLLARS (\$11,838.96), payable in 72 monthly installments, each installment in the amount of \$164.43, beginning July 12th, 19 87 and with the final installment due and payable on June 12th, 19 93.

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 successor, and assigns, the following described Real Estate, to wit:

Lot eighteen (18) in block four (4) in Nicholas Miller's Subdivision of the South West Quarter of the North East quarter of Section Seven (7), township Forty (40) North, Range fourteen (14), East of the Third Principal Meridian, (Except the East five hundred eleven (511) feet thereof) in Cook County, Illinois.

Commonly Known As: 1920 West Berwyn Avenue, Chicago Cook County

Permanent Index Number: 14-07-216-015 *ACORD*

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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 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. 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.

Cesar Caguana  
Emilce Caguana

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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 Cesar and Emilce Caguana personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, dealt, 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 15th day of January, 1987.

Nancy Lee  
Notary Public

IMPRESS  
SEAL HERE

My Commission expires

9/12/89

THIS instrument was prepared by: Carolyn 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 15th 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 15, 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

Nancy Lee  
Notary Public

RECORDING  
#0222 FROM 1143 05/22/87 10:32:00 \$12.00  
#0927 # B \*-87-276510  
COOK COUNTY RECORDER

12.00  
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