UNOFFICIAL CO

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DEPT-01 RECORDING

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COOK COUNTY RECORDER

REAL ESTATE MORTGAGE

MEMOUS HOP-HEA I num \$13-4167 7/67

Elfes space for Accorder a use anigh THIS INDENTURE WITNESSETH, THAT Roberto Torres & Rafaela Torres, his wife(J) (Husband and wife) (projection; programmen) 4 94 94 1 1833 W. Cullerton Chicago State of Illinois, Mortgagorist Windy City Exteriors, Inc. IL. Lawrence Chicago, to secure payment of that cert un Flome Improvement Retail Installment Contract of even date herewith, in the amount of \$2.705.00 payable to the order of and delivated to the Morigagee, in and by which the Morigagor promises to pay the contract and interest at this rate and in installments as provided in said contract with a first payment due on, the following described real estate, to wit: Not Fourteen (14) (except South 26 6/10 feet taken for Metropolitan West Side Elevator Railroad) in Hoffman's Subdivision of South 2 of Block fifty one-(51) in City of Chicago Subdivision of Section Nineteen (19), Township 39 North, Range 14 East of the Third Principal Meridian, in Cock County, Illinois. Commonly known as: 1833 W. Culler on Chicago, Illinois Permanent index number: 17-19-419-011 in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the situated in the County of. Homestead Exemption Laws of the State of Illinois, and all right to plant possession of said premises after any default in payment or breach of any of the covenants or agreements herein contained AND IT IS EXPRESSLY PROVIDED AND AGREED. That if all or any part or air property or an interest in the property is sold or transferred by Morigagor without Mortgages's prior written consent, Mortgages, at Mortgages's option, and in accordance with lederal law, may require immediate payment in full of the entire amount dus under the Mortgages and Horne improvement Retail Installment Contract. Mortgages, at Mortgages's option, may waive the right to declare the balance immediately due and may accept in writing an assumption agreement a required by the person to whom the Mortgagor is transferring or setting the interest in the property. If Mortgagee does allow Mortgagor's successor in interest in the obligation, Mortgagor will be released from further obligation under this Mortgage and the Home Improvement Retail Installment Co (17 ct. IT IS FURTHER EXPRESSLY PROVIDED AND AGREED. That if default be made in the payment of the said contract, or of any part thereof, or in the case of waste or non-payment of taxes or assessments on said premises, or of a breach of ray of the covenants or agreements herein contained, then in such case the whole of said sum, less unearned charges, secured by the said contract in this mortgage mentioned, shall (hereupon, at the option of the said mortgages, his or its attorneys or assigns, and as provided by law become due and paysulo, and this mortgage may be foreclosed to pay the same, and it shall be tawful for the said mortgages, his or its attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof. UPON THE FORECLOSURE AND SALE of said premises, there shall be list paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises, and reasonable altorney's tees, to be included in the decree, and ult moneys advanced for taxes, assessments and other liens, then there shall be paid the unpaid balance of said contract whether due and payable by the term; thereof or not DATED, This 12th day of ____htty ____ AD 19 20 STATE OF ILLINOIS (SEAL) Torres Cook County of Shelly Berkowitz in and for said County, in the State aforesaid, DO HEREBY CERTIRY, That Roberto Torres and Rafaela Torres, his wife personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before menths day in person, and acknowledged that (they) (she) signed, sealed and delivered the said instrument as (their) (his) (her) free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead. IN WITNESS WHEREOF, I hereunto set my mand and 12th Inly official seal this day of . SHELLY BERKOWITZ "OFFICIAL SEAL" Motory Public, State of Hilmols My Commission Expires. My Commission Expires 11/22/90 IHIS INSTRUMENT WAS PREPARED BY Cohen 4520 W Lawrence

MCHAENT MILLS

Public, State of Milnole Mission Bupines 7/20/92

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