

90492747

REAL ESTATE MORTGAGE

(This space for Recorder's use only)

THIS INSTRUMENT WITNESSETH, THAT Samuel Soto, Carlos Soto, and Amparo Ruiz AKA Amparo Soto (J) (Husband and wife) (single man) (single woman)

of 3128 N. Kimball City of Chicago State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT Windy City Exteriors, Inc. of 4520 W. Lawrence Chicago, Illinois Mortgagor.

to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of \$ 6,099.30 payable to the order of and delivered to the Mortgagor. In and by which the Mortgagor promises to pay the contract and interest at the rate and in installments as provided in said contract with a final payment due on the following described real estate, to wit:

Lot 39 and 40 in Block 1 in S. E. Gross' 2nd Under Den Linden Addition to Chicago in Section 26, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 3128 N. Kimball Chicago, Illinois

Permanent Index number: 13-26-203-000

DEPT-01 RECORDING 13-26-203-000 10/09/90 13:57:00 43529 + A \* - 90 - 492747 COOK COUNTY RECORDER

situated in the County of Cook in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain 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 of the property or an interest in the property is sold or transferred by Mortgagor without Mortgagor's prior written consent, Mortgagor, at Mortgagor's option, and in accordance with federal law, may require immediate payment in full of the entire amount due under the Mortgage and Home Improvement Retail Installment Contract. Mortgagor, at Mortgagor's option, may waive the right to declare the balance immediately due and may accept in writing an assumption agreement executed by the person to whom the Mortgagor is transferring or selling the interest in the property. If Mortgagor does allow Mortgagor's successor in interest to assume the obligation, Mortgagor will be released from further obligation under this Mortgage and the Home Improvement Retail Installment Contract.

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 any 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 thereupon, at the option of the said mortgagor, his or its attorneys or assigns, and as provided by law, become due and payable, and this mortgage may be foreclosed to pay the same, and it shall be lawful for the said mortgagor, 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 first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises, and reasonable attorney's fees, to be included in the decree, and all 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 terms thereof or not.

DATED, This 6th day of September A.D. 19 90

90492747

STATE OF ILLINOIS

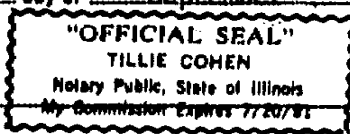
County of Cook

ss.

Samuel Soto (Mortgagor) (SEAL) Carlos Soto (Mortgagor) (SEAL) Amparo Ruiz AKA Amparo Soto (Mortgagor)

I, Tillie Cohen in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That Samuel Soto, Carlos Soto and Amparo Ruiz AKA Amparo Soto

personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (they) (he) (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 hand and official seal this 6th day of September, 19 90.



Tillie Cohen Notary Public

My Commission Expires

THIS INSTRUMENT WAS PREPARED BY

Tillie Cohen Name 4520 W. Lawrence Chgo. Il. Address

# UNOFFICIAL COPY

REAL ESTATE MORTGAGE

TO

Value received and for

Date

Space below for Assessor's use only

Windy City Exteriors, Inc.  
4580 W. Lawrence Ave.  
Chicago, IL 60630

004-022377

### ASSIGNMENT

The undersigned, for value received, does hereby grant, bargain, sell, assign, transfer and set over to Credicorp, Inc.

all right, title and interest in and to the Mortgage appearing on the reverse side hereof and the money due and to become due on the Home Improvement Retail Installment Contract secured thereby and warrants that no liens have been filed by Assignor on the property described in the Mortgage.

Windy City Exteriors, Inc.

(Seller's name)

By

Title

Pres.

### ACKNOWLEDGMENT

STATE OF Illinois  
County of Cook } ss.

On this 6th day of September, 1990, there personally appeared before me

Jeffrey Schwartz, known or proven to me to be the person whose name is subscribed to

the within assignment, and acknowledged that he/she executed the same, as his/her free and voluntary act for the purposes therein contained and

(in the event the assignment is by a corporation) that he/she is President and was authorized to execute the said assignment and the seal affixed thereto, if any, is the seal of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires 7-20-91

"OFFICIAL SEAL"  
TILLIE COHEN  
Notary Public, State of Illinois  
My Commission Expires 7/20/91

492717  
617-26508