

UNOFFICIAL COPY

DEPT. OF RECORDING \$13.25  
TRIM 7465 10/11/90 15:47:00  
#8552 H B \* 90-499129  
COOK COUNTY RECORDER

REAL ESTATE MORTGAGE

90493129

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Amador Burciaga & Soledad Burciaga (J)  
(Husband and wife) (single man) (single woman)

of 4345 W. 25th St. City of Chicago State of Illinois, Mortgagor(s)  
(Address of Buyer) (Strike out designations that do not apply)

MORTGAGE and WARRANT to Windy City Exteriors, Inc. **90493129**  
of 4520 W. Lawrence Chicago, Illinois **90493129** Mortgagee.  
(Seller's Address)

to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of \$ 30,895.20 payable to the order of and delivered to the Mortgagee, 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:

The E 28 feet of Lot 23 in Mrs Lily R. Lippincott's Subdivision of Lots 1, 2 and 3 in Block 23 with Lots 1 to 6, inclusive, in Block 24 and Lots 3 and 4 in Block 25 in Crawford Subdivision of the NE 1/4, South of the Chicago, Burlington and Quincy Railroad of Section 27, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 4345 W. 25th St. Chicago, Illinois

Permanent index number: 16-27-225-013

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 Mortgagee's prior written consent, Mortgagee, at Mortgagee'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 Mortgagee'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 Mortgagee 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 mortgagee, 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 mortgagee, 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.

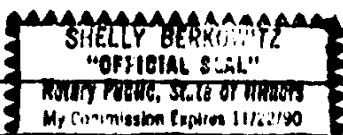
DATED, This 23rd day of September A.D. 19 90 **90493129**

STATE OF ILLINOIS } ss  
County of Cook

Amador Burciaga (SEAL)  
Mortgagor  
Amador Burciaga  
Soledad Burciaga (SEAL)  
Mortgagor  
(Type or print names beneath signatures)

I, Shelly Berkowitz in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That

Amador Burciaga and Soledad (J) 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 23rd day of September, 19 90



Shelly Berkowitz  
Notary Public

My Commission Expires \_\_\_\_\_

THIS INSTRUMENT WAS PREPARED BY

Thilo Cohen  
Name

325/

# UNOFFICIAL COPY

DM-032377

Space below for Recorder's use only

CHENICORP  
4520 W. LAWRENCE AVE.  
CHICAGO, IL 60630

After receiving mail to

Date

TO

REAL ESTATE MORTGAGE

## 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 23rd day of September, 1990, there personally appeared before me

Jeffrey Schwzrta, 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 of 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



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