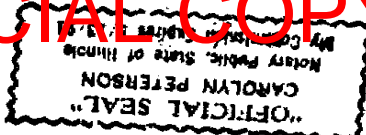


UNOFFICIAL COPY



FORM#1632-103

126027

Subscribed and sworn to me this 15th day of December, 1988

Affiant further states that affiant makes this affidavit for the purpose of inducing the Registrar of Titles, Cook County, Illinois to issue his Torrens Certificate of title free and clear of, possible United States Tax liens.

FROM (DATE)	1966	TO (DATE)	Present	OCCUPATION	Artist	EMPLOYER	City of Chicago Roadway Contract	RESIDENCE (STREET NO., CITY, STATE)	9144 Cottage Grove Chicago IL
-------------	------	-----------	---------	------------	--------	----------	-------------------------------------	-------------------------------------	----------------------------------

Affiant further states that during the last 10 years, affiant has had the following occupations and business addresses and none other:

FROM (DATE)	1979	TO (DATE)	Present	STREET NO.	12317 S Herie	CITY	Chicago	STATE	IL
-------------	------	-----------	---------	------------	---------------	------	---------	-------	----

Affiant further states that during the last 10 years, affiant has resided at the following address and none other:

Affiant further states that his social security number is 357-28-9862 and that there are no United States Tax liens against him

country & state _____
case _____
date of decree _____

- 1. has never been married
- 2. the widow(er) of _____
- 3. married to _____
- 4. divorced from _____

being duly sworn, upon oath states that he is 52 years of age and McRae T Garcia

State of Illinois }
County of Cook } ss.

FEDERAL TAX LIEN AFFIDAVIT (PLEASE PRINT OR TYPE)

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

25-12-439-007

Property of Cook County Clerk's Office

The North $\frac{1}{2}$ of Lot 37, all of Lot 38 in Block One Hundred Ninety-Three (193), in South Chicago Subdivision made by the Calumet and Chicago Canal and Dock Company, of part of Fractional Section 7, Township 37 North, Range 15 East of the Third Principal Meridian and of Section 1. and 13 Township 37 North, Range 14 East of the Third Principal Meridian.

Commonly known as: 10317 S. Hoxie Chicago, IL. **3763261**
Permanent Index Number: 25-12-439-007

UNOFFICIAL COPY

Property of Cook County Clerk's Office

ILLINOIS

UNOFFICIAL COPY

3783261

REAL ESTATE MORTGAGE

Please print or type all names and addresses

This space for Recorder's use only

THIS INSTRUMENT WITNESSETH, THAT NORBERT GARCIA, a bachelor

12317 S Home

City of Chicago

State of Illinois, Mortgagor(s).

(Buyer's Address)

MORTGAGE and WARRANT to Windy City Interiors, Inc.

Mortgagee

Please see ATTACHED

(Contractor)

to secure payment of that certain Retail Installment Contract (Home Improvement) executed by the MORTGAGOR(S) bearing even date

herewith, payable to the MORTGAGEE above named, in the total amount of \$ 17739.20

being payable in 120

constitutive monthly installments of 147.81 each commencing two (2) months from the date of completion of the property improvements described in said Retail Installment Contract and on the same day of each subsequent month until paid, or any amendment to said Retail Installment Contract, or any consolidation thereof pursuant to the Illinois Retail Installment Sales Act, together with delinquency and collection charges if any, the real estate located above, and more fully described in Schedule A, attached hereto and made a part hereof

together with all present improvements thereon, rents, issues and profits thereof, 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 rights 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 the Mortgagor(s) shall pay all taxes and assessments upon said premises, when due, shall keep the building thereon insured to their full insurable value for the benefit of Mortgagee, shall pay all installments of prior mortgages (first deeds) on said premises, and interest thereon, when due, and shall keep said premises in good repair. In the event of the failure of Mortgagee to comply with any of the above covenants, Mortgagee, in addition to its other rights and remedies, is authorized, but is not obligated, to attend to the same, and the amount paid therefor, together with interest thereon at the rate of 8% per annum, shall be due on demand and shall be added to the indebtedness secured by this mortgage. If default be made in the payment of the said Retail Installment 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 any such case the whole of the sum secured hereby shall thereupon, at the option of Mortgagee, his or its attorneys or assigns, become immediately due and payable, and this mortgage may be immediately foreclosed to pay the same, and it shall be lawful for 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.

THE MORTGAGOR IS TO MAINTAIN First and Third Party Coverage or other physical damage insurance for the benefit of the Mortgagee, and Flood insurance as required under the Flood Disaster Protection Act.

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 attorneys' fees, to be included in the decree, and all moneys advanced for taxes, assessment's fees, insurance and other charges, then there shall be paid the sums provided for in said Retail Installment Contract, whether due and payable by the terms of the real or not.

DATED this 15th day of December

A.D. 19 88

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS

[Signature]
Subscribing Witness

(SEAL)

[Signature]
NORBERT GARCIA
Mortgagor

(SEAL)

Mortgagor

(SEAL)

NOTE: This document is a mortgage which gives your contractor and its assignees a security interest in your property. The mortgage is taken as collateral for the performance of your obligations under your home improvement contract.

STATE OF ILLINOIS

COUNTY OF Cook

This Mortgage was signed at 12317 S Home

ss

I, Carolyn Peterson

that Edward Wadell

a Notary Public for and in said County, do hereby certify

the subscribing witness to the foregoing instrument,

personally known to me, who, being by me duly sworn, did depose that he/she resides at 1780 N Wells

that he/she knows said NORBERT GARCIA, BACHELOR to be the individual(s) described in, and who executed the foregoing instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, that he/she, said subscribing witness, was present and saw him/her/their execute the same, and that he/she, said subscribing witness, at the time subscribed his/her name as witness thereon.

Given under my hand and notarial seal this 28 day of December, 19 88

My commission expires 5-13, 19 91

[Signature]
CAROLYN PETERSON
(NOTARY PUBLIC)

STATE OF ILLINOIS

COUNTY OF Cook

ss

"OFFICIAL SEAL"
CAROLYN PETERSON
Notary Public, State of Illinois, said County do hereby certify
My Commission Expires 5/13/91

that Edward Wadell and Tillie Cohen this her spouse, personally known to me to be the same persons whose names is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she, they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 19 day of December, 19 88

My commission expires 5-13, 19 91

(NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY

Name Tillie Cohen

Address 4520 W Lawrence

IMPONANT OF NO. U.S. TAX LBN ATTACHM

NOTE IDENTIFIED

3783261

UNOFFICIAL COPY

For consideration paid Windy City Exteriors, Inc holder of the within mortgage from NEROANT GARCIA to Windy City Exteriors, Inc and intended to be recorded with Register of Titles immediately prior hereto does hereby assign said mortgage and claim secured thereby to THE CANTMOUTH PLAN, INC. 1301 Franklin Avenue, Garden City, N.Y. 11530.

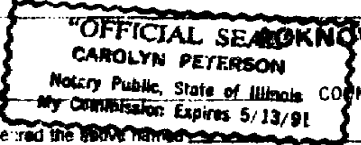
WITNESS my (own) hand(s) and seal(s) this 28 day of December 1988. IN WITNESS THEREOF Jeffrey Schwartz Windy City Exteriors, Inc has caused its corporate seal to be affixed hereto and these presents to be signed on its behalf by its President or a Vice-President or its Treasurer or an Assistant Treasurer duly authorized.

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF Illinois COUNTY OF Cook SS 12-28 1988. Then personally appeared the above named Jeffrey Schwartz and acknowledged the foregoing assignment to be his (her) free act and deed. Before me Carolyn Peterson My commission expires 5-13 1991.

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF Illinois COUNTY OF Cook SS 12-28 1988. Then personally appeared the above named Jeffrey Schwartz the President of Windy City Exteriors, Inc and acknowledged the foregoing assignment to be the free act and deed of said officer and said corporation and that the seal affixed to said instrument is the corporate seal of said corporation. Before me Carolyn Peterson My commission expires 5-13 1991.



ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF Illinois COUNTY OF Cook SS 12-28 1988. Then personally appeared the above named Jeffrey Schwartz a General Partner of Windy City Exteriors, Inc a partnership, and acknowledged the foregoing assignment to be his free act and deed and the free act and deed of said partnership. Before me Carolyn Peterson My commission expires 5-13 1991.

Vertical stamp area containing: REAL ESTATE MORTGAGE STATUTORY FORM, ASSIGNMENT OF MORTGAGE, DEC 28 PM 11: 83, Submitted by, Address, Promised, Deliver to, and a box for recording details with handwritten number 37632.