

UNOFFICIAL COPY

88286835

John E. Rusnak
 Nancy S. Rusnak
 1614 Chesterfield
 Arlington Hts., IL. 60005
 MORTGAGOR
 "I" includes each mortgagor above.

This instrument was prepared by
 (Name) James F. Strother, Attorney at Law
 (Address) P.O. Box 7430, Madison, WI 53783-0001

American Family Financial Services, Inc.
 P.O. Box 7430
 Madison, WI 53783-0001

MORTGAGEE
 "You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, John A. Rusnak and Nancy S. Rusnak, mortgage and warrant to you to secure the payment of the secured debt described below, on 1614 Chesterfield, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS: 1614 Chesterfield (Street), Arlington Hts., (City), Illinois 60005 (Zip Code)

LEGAL DESCRIPTION:

Lot 95 in Surrey Ridge Unit 2, being a Resubdivision in the Southeast 1/4 of Section 9, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 08-09-410-003

DEPT-01 RECORDING \$12.25
 T#2222 TRAN 8663 06/29/88 16:08:00
 #0535 # B *-88-286835
 COOK COUNTY RECORDER

88286835

located in city of Arlington Hts., Cook County, Illinois.
 TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and _____

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof.):

Future Advances: All amounts owed under the above agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

Revolving credit loan agreement dated June 16, 1988, with initial annual interest rate of 12.00%. All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

The above obligation is due and payable on June 1998 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of:

FIFTEEN THOUSAND AND 00/100 Dollars (\$ 15,000.00), plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

Variable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.

A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.

Commercial Construction _____

SIGNATURES:

John E. Rusnak
 John E. Rusnak

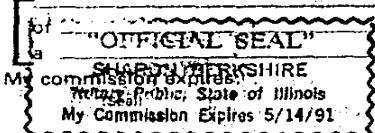
Nancy S. Rusnak
 Nancy S. Rusnak

88286835

ACKNOWLEDGMENT: STATE OF ILLINOIS, _____, County ss:

The foregoing instrument was acknowledged before me this 16th day of June, 1988 by John A. Rusnak and Nancy S. Rusnak

Corporate or Partnership Acknowledgment



Sharon Berkshire
 (Notary Public)
 on behalf of the corporation or partnership.

12.25

88289835

PROPERTY COVENANTS
1. Payments. I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and payment until the secured debt is paid in full.

2. Claims against Title. I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to improve or maintain the property.

3. Insurance. I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.

4. Property. I will keep the property in good condition and make all repairs reasonably necessary.
5. Expenses. I agree to pay all your expenses, including reasonable attorneys' fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Government 10 of this mortgage.

6. Default and Acceleration. If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any other remedy available to you, you may foreclose this mortgage in the manner provided by law.
7. Assignment of Rents and Profits. I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Government 1.

8. Waiver of Homeowner's Right of Homestead Exemption in the Property.
9. Leaseholds, Condominiums, Planned Unit Developments. I agree to comply with the provisions of any lease if this mortgage is on a leasehold, regulations of the condominium or a planned unit development. I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

10. Authority of Mortgagee to Perform for Mortgagee. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

11. Inspection. You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
12. Condemnation. I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.

13. Waiver. By exercising any remedy available to you, you do not waive your right to later consent to a later event of default if it happens again.
14. Joint and Several Liability; Co-signers; Successors and Assigns. I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify, or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

15. Notice. Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage, or to any other address which you have designated.

16. Transfer of the Property or a Beneficial Interest in the Mortgage. If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgage is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.

ILLINOIS

COVENANTS

88289835