

UNOFFICIAL COPY

Document No. \_\_\_\_\_ filed for Record in Recorder's office of 89451660  
County, Illinois \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
MORTGAGE WITH HOMESTEAD WAIVER \_\_\_\_\_ Recorder of Deeds

THIS INDENTURE, Made this 16th day of August

A.D. 19 89 between John Rusnak

of the city of Arlington Heights, Cook County, Illinois, parties

of the first part hereinafter called mortgagor and AMERICAN FAMILY FINANCIAL SERVICES, INC. of the City of Schaumburg, County of Cook and State of Illinois party of the second part hereinafter call mortgagee.

WITNESSETH: That the mortgagor for and in consideration of the sum of (\$ 9200.00\*\*\*\*\*)  
Nine Thousand and 00/100\*\*\*\*\* DOLLARS

(hereinafter called indebtedness) principal sum to Mortgagors in hand paid the receipt of which is hereby acknowledged do hereby convey and warrant unto the said mortgagee the following described real estate, with the buildings and improvements thereon and everything appertaining thereto, including all rents, issues and profits arising or accruing therefrom in any manner whatsoever, to wit:

Lot 95 Surrey Ridge Unit 2 being a re-subdivision of the Southeast  $\frac{1}{4}$  of Section 9, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 08-09-410-035-0000

1614 Chesterfield; Arlington Heights, IL 60005

89451660

This (is) ~~(is not)~~ Homestead Property.

This mortgage is junior and subsequent to:

Mortgage made by John & Nancy Rusnak to First Federal Savings of Des Plaines.

(Subject to all legal highways upon said premises) situated in the city of Arlington Heights,  
County of Cook and State of Illinois: Hereby releasing and waiving all rights under, and by virtue of the Homestead Exemption Laws of this State.

The said mortgagor does covenant and agree with the said mortgagee that he is well seized of the premises above conveyed, as of a good and indefeasible inheritance in the law in fee simple: that the said premises are clear of all taxes, and assessments now due and of all other liens and incumbrances whatsoever, and will WARRANT AND FOREVER DEFEND the same.

The said mortgagor does covenant and agree with the said mortgagee to pay promptly when due, all taxes and assessments legally levied and accruing upon the said premises and any and all other liens thereon, and upon request to exhibit receipts therefor, to the said mortgagee and to keep the buildings and improvements upon said premises insured in reputable insurance companies for the benefit and security of the owner of said indebtedness for the value of such buildings and improvements during the full period of the lien hereby created, and deliver the insurance policies to the said mortgagee and to keep the buildings and improvements upon said premises in good repair during the full period of the lien hereby created.

In case of default in the payment of said indebtedness or any part thereof or the interest thereon or any part thereof at the time the same becomes due and payable according to the tenor and effect of the note or notes hereinafter described or any part thereof, or in case of waste, or in case of non-payment of taxes or assessments, or in case of neglect to procure or renew insurance as hereinbefore provided, or in case of a breach of any of the covenants and agreements herein contained, then in any and every case all of the indebtedness hereby secured at the election of the owner or said indebtedness or any part thereof shall become immediately due and payable and this mortgage may be foreclosed in the manner and with the same effect as if said indebtedness had matured by lapse of time.

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89451660

American Family Financial Services, Inc.  
1501 Woodfield Road, Suite 112W  
Schaumburg, Illinois 60173

Return to:

My Commission Expires

Notary Public

August

A.D. 19 89

Given under my hand and Notarial Seal, at \_\_\_\_\_ day of \_\_\_\_\_ 1989 this \_\_\_\_\_ day of \_\_\_\_\_ 1989  
who is personally known to me to be the same person whose name subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

STATE OF ILLINOIS,

COUNTY, SS.

DO HEREBY CERTIFY THAT

John Rusnak

I, the undersigned, a Notary Public, in and for said County and State aforesaid,

Madison, WI 53783-0001

P.O. Box 7430

James F. Strother, Attorney at Law

This instrument drafted by

(SEAL)

(SEAL)

JOHN RUSNAK

IN WITNESS WHEREOF the said mortgagor has hereunto set his hand and seal on the day and year first above written.

All of the covenants and agreements herein contained shall extend to and be binding upon all of the parties hereto, their heirs, executors, administrators, successors and assigns.

CODK-COUNTY RECORDER

43078 ÷ E \* -89-451660

145555 TRAN 2003 09/25/89 10:52:00

DEPT-01 RECORDING

\$12.25

This Mortgage Note shall be due and payable if the property subject to this mortgage is conveyed away or if title thereto shall be vested in any other.  
Unless the provisions of this agreement otherwise require, words importing the plural shall include the singular.  
Provided always that if the said mortgagor shall well and truly pay or cause to be paid to the said mortgagee or to the owner of said indebtedness, the principal sum of NINE THOUSAND TWO HUNDRED & 00/100 (\$9200.00) \*\*\*\*\* in full of the said indebtedness, the principal sum of NINE THOUSAND TWO HUNDRED & 00/100 (\$9200.00) \*\*\*\*\*  
In case of any other suit or legal proceedings wherein the said mortgagee or the owner of said indebtedness or any part thereof shall be made a party thereto, reason of this mortgage, then the reasonable attorney's fees for services in any such suit or legal proceedings shall become additional indebtedness against the said mortgagor and the payment thereof shall be secured by this mortgage equally in every respect with the said original indebtedness.  
In case of filing a bill to foreclose this mortgage, the said mortgagor does hereby covenant and agree to pay all reasonable attorney's fees and all costs and expenses incurred in and about such foreclosure suit, including all expenses for continuing abstracts of title to said premises; and the same shall become additional indebtedness against the said mortgagor and the payment thereof shall be secured by this mortgage equally in every respect with the said original indebtedness.  
In case of filing a bill to foreclose this mortgage, the Court may at any time before a sale, upon request appoint a receiver with power to collect the rents, issues and profits arising or accruing from said premises and out of such rents, issues and profits such receiver may pay all taxes and assessments accruing or past due, all insurance, and all necessary repairs to, and maintenance of said premises during the full period of such receivership, and the balance, if any, shall be reported to, and disbursed as directed by the Court. The said mortgagor does hereby covenant and agree to surrender the said premises peaceably on demand to any receiver that may be appointed by the Court.  
In case of filing a bill to foreclose this mortgage, the owner of said indebtedness or any part thereof may procure and pay for such insurance and pay the taxes and assessments, and all taxes and assessments, the owner of said indebtedness or any part thereof may procure and pay for such insurance and pay the taxes and assessments, and all payment thereof shall be secured by this mortgage equally in every respect with the said original indebtedness.  
In case of neglect or refusal of said mortgagor to insure said buildings and improvements, and deliver the insurance policies to the said mortgagee or to pay the