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FD-1111 (REV. 10-1-85)
February, 1985

MORTGAGE (ILLINOIS) For Use With Note Form No. 1447

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

89233144

THIS INDENTURE, made MAY 15 19 89, between

AKA: Martin A. Rutz
Dorothy C. Rutz His wife
111 West Hellen Road
Palatine, IL 60067
(NO. AND STREET) (CITY) (STATE)
herein referred to as "Mortgagors," and
Sears Consumer Financial Corporation
100 Corporate North, Suite 207
Bannockburn, IL 60015
(NO. AND STREET) (CITY) (STATE)

DEPT-01 \$12.00
T#1111 TRAN 4582 05/23/89 11:25:00
#1895 # A * 89-233144
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Eleven Thousand Eight Hundred Forty Two and 0/100 DOLLARS (\$ 11842.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and installments as provided in said note, with a final payment of the balance due on the 15 day of May 96, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at Bannockburn, IL

NOW, THEREFORE, the Mortgagors do hereby pay to the Mortgagee the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein,

situate, lying and being in the Village of Palatine, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOT 9 IN BLOCK 24 IN ARTHUR T. MCINTOSH AND COMPANY'S PLUM GROVE ROAD DEVELOPMENT IN SECTION 22 AND 23, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which, with the property hereinafter described, is referred to herein as the "premises"

Permanent Real Estate Index Number(s): 02-22-223-009

Address(es) of Real Estate: 111 West Hellen Road Palatine, IL 60067

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter, therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters, All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is: Martin A. Rutz & Dorothy C. Rutz
His wife AKA:

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand... and seal... of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Susan G. Rutz (Seal) Martin A. Rutz (Seal)
witness SUSAN G. RUTZ AKA: Martin A. Rutz
Dorothy C. Rutz (Seal) Dorothy C. Rutz (Seal)
witness SHAUN P. PARO AKA: Dorothy C. Rutz

State of Illinois, County of COOK ss., I, the undersigned, a Notary Public in and for said County

"OFFICIAL SEAL" Dorothy C. Rutz His wife Martin A. Rutz

ROSEMARY S. D'IGAN personally known to me to be the same person(s) whose name is/are/is subscribed to the foregoing instrument. Notary Public, State of Illinois, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as My Commission Expires 6/30/91 his/her 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 official seal, this 18th day of May 19 89.
Commission expires 6-30-90 19 90 Rosemary S. D'igan Notary Public

This instrument was prepared by Edward R. Boyd 100 Corporate North 207, Bannockburn, IL
(NAME AND ADDRESS)

Mail this instrument to R.F.M. Sears Consumer Financial Corporation
(NAME AND ADDRESS)

100 Corporate North, Suite 207 Bannockburn, IL 60015
(CITY) (STATE)

OR RECORDER'S OFFICE BOX NO. _____

89233144

32031529
TRW REAL ESTATE
LOAN SERVICES
SUITE #1015
100 N. LaSALLE
CHICAGO, IL 60602
MAY 23 1989

89233144

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