

UNOFFICIAL COPY

Mortgage

State of Illinois

89177275

FHA Case No.:

131:5689456-734

This Indenture, Made this 13th day of APRIL, 1989, between
MARK H. STROUSS, DIVORCED AND NOT SINCE REMARRIED AND JOHN P. STROUSS, MARRIED TO
MARY M. STROUSS, MORTGAGOR, and
MID-AMERICA MORTGAGE CORPORATION,
a corporation organized and existing under the laws of THE STATE OF ILLINOIS;
Mortgagor, and
Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of TWENTY-FIVE THOUSAND AND 00/100 Dollars (\$ 25,000.00**)

ELEVEN AND
payable with interest at the rate of ONE-HALF per centum (**11.500**) per annum on the unpaid balance until paid, and made payable to the order of the mortgagee at its office in BURR RIDGE, ILLINOIS 60521 or at such other place as the owner may designate in writing, and delivered; the said principal and interest being payable in monthly installments of TWO HUNDRED FORTY-SEVEN AND 57/100 Dollars (\$ 247.57****) on the first day of JUNE, 1989, and a like sum of the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of MAY, 2019.

Now, therefore, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents Mortgage and Warrant unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK and the State of Illinois, to wit:

UNIT 406, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN PARK HARBOR CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 26932046, AS AMENDED, IN FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID#14-21-109-019-1059

AND COMMONLY KNOWN AS: 3620 N. PINE GROVE AVENUE, UNIT #406, CHICAGO, ILLINOIS 60613

mail to
mid-America Mtg Corp.
361 frontage Rd. Burr Ridge 60521

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

To have and to hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and 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 said Mortgagor does hereby expressly release and waive.

And said Mortgagor covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue

of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments.

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That we will keep the improvements now existing or hereafter effected on the mortgaged property, insured as may be required from time to time, by the mortgagee against loss by fire and other hazards, resubtites and contingencies in such amounts and for such periods as may be required by the Mortgagor and will pay promptly, when due, any premiums on such insurance policy for payment of which has not been made hereinafore.

And as additional security for the payment of the indebtedness
afforded the Mortgagor does hereby assign to the Mortgagor all
the rents, issues, and profits now due or which may hereafter
become due for the use of the premises hereinabove described.

decreed to be represented thereby, the Mortgagee shall, in case of piling, the amount of such indebtedness, credit to the account of the Mortgagor till payment made under the provisions of subsection (a) of the preceding paragraph which the mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development.

to pay ground rents; taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgaggee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, and assessments, or insurance premiums shall be due. If at any time the Mortgagor shall fail to make good any deficiency so paid by the Mortgaggee, in accordance with the foregoing, all payment of the provisions

If the total of the payments made by the Mortgagor under
subrecital (b) of the preceding paragraph shall exceed the
amount of the payments actually made by the Mortgagor for
ground rents, taxes, and assessments made by the Mortgagor for
the base may be, such excess, if the loan is current, subject to
the Mortgage, shall be credited on subsequent payments to
the Mortgagor, or refunded to the Mortgagor. If,
however, the monthly payments made by the Mortgagor under
subrecital (b) of the preceding paragraph shall not be sufficient

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgage may collect a "late charge" equal to one-half percent of the unpaid principal balance of the mortgage plus all other amounts due thereon for each day or fraction thereof during which payment is delayed.

(III) interest on the note secured hereby;
 (IV) amortization of the principal of the said note; and
 (V) late charges.

Secretary of Housing and Urban Development, or monetarily charge (in lieu of mortgage insurance premium), as the case may be; (II) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(1) premium charges under the contract of insurance with the order set forth:

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note

rather inferior divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become demandant, such sums to be held by Mortgagor in trust to pay said ground rents, premiums, taxes and assessments in trust to pay said ground rents, premiums, taxes and special assessments; and

delinquencies or prepayments!

premium, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account

monader with funds to pay such premium to the Secretary of State
including and Urban Development pursuant to the National Housing
Act, as amended, and applicable Regulations thereunder; or
(II) If and so long as said notice of even date and this instrument
is held by the Secretary of Housing and Urban Develop-
ment, the same to the Secretary of Housing and Urban Develop-

(1) If and so long as said note of even date and this instru-
ment are uninsured or are reinsured under the provisions of the Na-
tional Housing Act, an amount sufficient to accumulate in the
hands of the holder, one (\$1 month prior to its due date the an-
nual mortgage insurance premium, in order to provide such

(2) This section is subject to the provisions of section 10(1)(b) of the Income Tax Act.

(a) An amount sufficient to provide the holder hereof with
frill day of each month until the said note is fully paid, the
accrued hereby, the Moratorium will pay to the Mortgagor on the
principal and interest payable under the terms of the note
following sums:

That privilege is reserved to pay the debt in whole, or in part,
on any installment due date.

And the said Mortgagee further covenants and agrees as follows:

regulations pursuant to a court of competent jurisdiction, which shall operate to prevent the collection of the tax, access-
ment, or lien so created and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagor shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the validity thereof by appropriate proceedings in law or equity.

proceeds of the sale of the mortgaged premises, if not otherwise provided by the Mortgagee.

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7-1-69

Property of Cook County Clerk's Office

Recorded in Book

Page _____ of _____

County, Illinois, on the _____ day of April, A.D. 19_____
My GEMMA BLOOMFIELD, Trustee, Recorder's Office of
Public Records 123/123
Joliet, Illinois, State of _____
NOTARY PUBLIC
"OFFICIAL SEAL"
20th, A.D. 1989

purposes herein set forth, including the release and waiver of the right of homestead.

HE signed, sealed, and delivered the said instrument as HIS
subscribed to the foregoing instrument, appeared before me this day in
MARK H. STROUSS, PERSONALLY known to me to be the same

A DIVORCED AND NOT SINCE REMARRIED
a Notary Public, in and for the County and State

the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

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The Mortgagor Further Agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act, within [redacted] days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the [redacted] days' time from the date of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable. Notwithstanding the foregoing, this option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

In the Event of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

And In The Event that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such anniversaries for appointment of a receiver, or for an order to place

complaint, or otherwise, in any suit or proceeding for an outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

And There Shall be Included in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; and (4) all the said principal money remaining unpaid. The overplus of the proceeds of the sale, if any, shall then be paid to the Mortgagor.

If the Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage; and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

It is Expressly Agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagee to ADV

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Key of A.D. 19

City Commission Meeting Aug. 13, 1990
McMinn County, Tennessee

Ninety Public

LEFFREY G. STROUS

XXXXXXX, personally known to me to be a MARRIED MAN
of respectable character, certifying that JOHN P. STROUSS, A MARRIED MAN
is a person whose nature I深知 his personal qualities, and that he is a man of good character and reliable reputation.

a noisy public, in and for the country and state.

...depressed, Do Heels, Century Thai, JOHN P. STROUSS, A MARRIED MAN

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Given under my hand and Notarized before this

103

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JOHN P. STROUS

1103

1003

Witnesses (the hand and seal of the Mortgagee), the day and year first written.

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of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

The Mortgagor Further Agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act, within _____ days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development, dated subsequent to the _____ days' time from the date of this mortgage, declining to insure said note, and this mortgage being deemed conclusive proof of such insurability), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable. Notwithstanding the foregoing, this option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

In the Event of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

And In The Event that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises and without regard to the value of said premises or whether the same shall be then occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption; and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

An in Case of Foreclosure of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby, and be allowed in any decree foreclosing this mortgage.

And There Shall be Included in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the monies advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; and (4) all the said principal money remaining unpaid. The overplus of the proceeds of the sale, if any, shall then be paid to the Mortgagor.

If the Mortgagor shall pay said note at the time and in the manner aforesaid, and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagor will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

It is Expressly Agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

The Covenants Herein Contained shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

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FUMC 2168 (9/87)

Borrower JOHN P. STROUSS

Borrower MARK H. STROUSS

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider

conform thereto.

Section of the National Housing Act or Regulations are hereby referred to in connection with this mortgage and note which are inconsistent with said parties hereto, and any provision of this or other instruments executed in on the date hereof shall govern the rights, duties and liabilities of the National Housing Act, such Section and Regulations issued under and in effect If this mortgage and note be insured under Section 24(c) of the National

public taxing or assessing bodies.

assessments and charges by the Association of Owners, shall mean "special assessments" by state or local government agencies, districts or other As used herein, the term "assessments", except where it refers to

provided in the instruments establishing the condominium.

The mortgagee further covenants that he will pay his share of the common expenses or assessments and charges by the Association of Owners as

covenant and agrees as follows:

agreements made in the Security Instrument, Borrower and Lender further ADDITION & COVENANTS. In addition to the covenants and

(Property Address)

CHICAGO, ILLINOIS 60613

in the security instrument and located at 3620 N. PINE GROVE, UNIT #406,
(the "mortgagor" or "Lender") and covering the property described
The undersigned (the "mortgagor" or "Borrower") to secure Borrower's Note to
the Trust or Deed to Secure Debt (herein the "mortgage" or "Security Instrument") given by
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed
This CONDOMINIUM RIDER is made this 13th day of APRIL 1989.

EHA CONDOMINIUM RIDER

89177275

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AN AMENDMENT TO PENULTIMATE PARAGRAPH

This option may not be exercised by the Mortgagor when the
ineligibility for insurance under the National Housing Act is
due to the Mortgagee's failure to remit the mortgage insurance
premium to the Department of Housing and Urban Development.
Dated as of the date of the mortgage referred to herein.

FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 13th day of APRIL 1989, amends the Mortgage/Deed of Trust of an even date by and between MARK H. STROUSS, DIVORCED AND NOT SINCE REMARRIED AND JOHN P. STROUSS, MARRIED TO MARY M. STROUSS

hereafter referred to as Mortgagor/Grantor, and MID-AMERICA MORTGAGE CORPORATION, hereafter referred to as Mortgagee or Holder of the Note, as follows:

The mortgagee or holder of the Note shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by the mortgage/deed of trust to be immediately due and payable if all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor/grantor, pursuant to a contract of sale executed not later than TWELVE months after the date on which the mortgage/deed of trust is executed, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF MARK H. STROUSS

AND JOHN P. STROUSS

set 4/18 THEIR hand(s) and seal(s) the day and year first aforesaid.

Mark H. Strouss (Seal)
MARK H. STROUSS

John P. Strooss (Seal)
JOHN P. STROUSS

89177275

(Seal)

(Seal)

Signed, sealed and delivered
in the presence of

Jeffrey G. Strooss

JEFFREY G. STROUSS
Notary Public, Macomb County, Mich.
My Commission Expires Aug. 13, 1990

DEPT-01 \$17.25
T#1111 TRAN 0963 04/21/89 09:26:00
#3067 # 49 *-89-177275
COOK COUNTY RECORDER

17.25

59177275
Cook County Clerk's Office

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Property and equipment by kind and class of assets

Worship the God of your choice, but do not let him be a God of fear.

Community and Family Centered Model of Care

“我就是想让你知道，你和我一样，都是‘人’，”他接着说，“所以，我不能伤害你。”

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