

# UNOFFICIAL COPY

## Geographical Summary VIII.

100% of the patients had a history of smoking (99.0%, 99.0%, 99.0%).

Digitized by srujanika@gmail.com

TAX I.D.: # 02-34-101-030-1058  
which has the address of 405 COTTAGE CROSSING, ROLLING MEADOWS  
ILLINOIS 60008 Zip Code Property Address

UNIT 20-4 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN TOWNHOMES OF COLLEGE HILL II FOUNDATION AS DETAILED HEREIN AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 77398606, AS AMENDED FROM TIME TO TIME, IN THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN ROCK COUNTY, ILLINOIS.

ONE HUNDRED TWO THOUSAND EIGHT HUNDRED FIFTY AND 00/100

which is organized and exercising under the laws of THE UNITED STATES

UNITED STATES ATTORNEY FOR TEXAS FSA

THIS NOTICE IS TO GIVE NOTICE OF A SECURED INSTRUMENT PURCHASED ON  
MARCH 20, 1992, BY THE ATTACHED CREDITORS.

MORTGAGE  
Lender: First Home Bank of America, N.A.  
Address: 1000 Peachtree Street, N.E., Atlanta, Georgia 30367

RETURN TO: UNITED SAVINGS ASSN OF TEXAS FSB  
LOAN NUMBER: 63888458

SCHAUMBURG, IL 60173  
1301 BASSWOOD

RETURN TO: UNITED SAVINGS ASSN OF TEXAS FSB

RETURN TO ASSOCIATION OF TEACHERS  
OF TEXAS

44048228

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**1. Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

**2. Monthly Payments of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

Each monthly installment to items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due date of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

**3. Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

**First,** to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

**Second,** to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

**Third,** to interest due under the Note;

**Fourth,** to amortization of the principal of the Note;

**Fifth,** to late charges due under the Note.

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100-01 (1) H.P. - 4

11. Bearerowner Not Releasable for Payment by Lessee Not a Warrentee. Fractionation of the time of payment of nondelinquient amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest, Lender shall not be required to release the liability of the original Borrower or Borrower's successor in interest unless Lender has received payment in full of all amounts due and owing by Borrower to Lender under this Security Instrument.

10. **Kemstrellement.** Borrower has a right to be remunerated if Lender has required him/her to pay because of his/her failure to pay the amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted to realize the Security Instrument. However, Lender shall render in a lump sum all amounts required to bring the account current including, to the extent due, the obligations of Borrower under this Security Instrument, together with a reasonable attorney's fee.

(e) **Acceptance of Insurance under the National Health Service**—A question to days' return die die before, & under may, at his option and effective for insurance under the National Health Service. A question to days' return die die before, & under may, at his option and effective for insurance under the National Health Service.

and keepholders of the **1700s** **Settlement**. In order to distinguish between land held under different types of tenure, the Settlement does not differentiate between land held under fee simple or leasehold.

(b) NO WARRANTY. If you are dissatisfied with this software, you may return it within 14 days of receiving it for a full refund.

#### 9. Criteria for Accreditation of PEPs

**8. Fees.** I agree to pay extra fees and charges made by my service provider.

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**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

**7. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in

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**12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**14. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**15. Borrower's Copy.** Borrower shall receive a copy of this Security Instrument.

**16. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall term date when the debt secured by the Security Instrument is paid in full.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**17. Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**18. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**19. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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WMP-AR(L) 19103

My Commission Papers

DEBORAH DOWNING

Debt  
Vidowicz  
"FIDAL SEAL"  
State of Illinois  
1400 Lafferty 4/4/94

This instrument was prepared by DEBORAH DOWNING  
Given under my hand and official seal, this day of April, 1994  
Signed and delivered in the presence of the above named parties and purposes herein set forth,  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they  
personally known to me to be the same persons(s) whose name(s)

JOHN R. STRASSBURGER AND HOLLIE J. STRASSBURGER, HUSBAND AND WIFE  
of a Notary Public in and for said county and state do hereby certify that

STATE OF ILLINOIS, COOK COUNTY, IL

Borrower  
(Seal)

HOLLIE J. STRASSBURGER  
Borrower  
(Seal)

JOHN R. STRASSBURGER  
Borrower  
(Seal)

Witnesses:  
executed by Borrower and recorded with it  
BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s)

20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
 [ ] Planned Unit Development Rider     [ ] Rowing Facility Rider  
 [ ] condominium Rider     [ ] Grandfathered Permanent Rider  
 [ ] Other [Specify] ARM RIDER  
(Check applicable boxes)

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LOAN #: 6388458

EHA Case No.  
131-6648021-731  
251

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **20TH** day of **MARCH**, **1992**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to **UNITED SAVINGS ASSN OF TEXAS FSB**

("Lender") of the same date and covering the Property described in the Security Instrument and located at

**405 COLLEGE CROSSING, ROLLING MEADOWS, IL**

{Property Address}

The Property Address includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

**TOWNHOMES OF COLLEGE HILL II**

{Name of Condominium Project}

("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("Owners Association") holds title to property to the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay Borrower's allocated share of the common expenses or assessments and charges imposed by the Owners Association, as provided in the condominium documents.

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Page 2 of 2

WMA-586 (9/10)

Property of Cook County Clerk's Office

[Space below this line is reserved for acknowledgement]  
Borrower \_\_\_\_\_  
\_\_\_\_\_  
(Seal) \_\_\_\_\_

JOHN R. STRASSBURGER  
Borrower \_\_\_\_\_  
\_\_\_\_\_  
(Seal) \_\_\_\_\_

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this  
Condominium Rider.

C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them.  
Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower.  
Secured by the Security Instrument unless Borrower and Lender agree to other terms of payment.  
These amounts shall bear interest from the date of disbursement at the Note rate and shall be payable.  
With interest upon notice from Lender to Borrower requesting payment.

FHA Case No.  
131-6648021-731

251

## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this **20TH** day of **MARCH**, 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

**UNITED SAVINGS ASSN OF TEXAS FSB**

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

**405 COLLEGE CROSSING, ROLLING MEADOWS, IL 60008**

(Property Address)

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**5. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Date**

The interest rate may change on the first day of **JULY**, 1993, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

**(B) The Index**

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary (as defined in Paragraph 7(B)). Lender will give Borrower notice of the new Index.

**(C) Calculation of Interest Rate Changes**

Before each Change Date, Lender will calculate a new interest rate by adding a margin of

**TWO** percentage points (2.000 %)

to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Paragraph 5(D) of the Note, this rounded amount will be the new interest rate until the next Change Date.

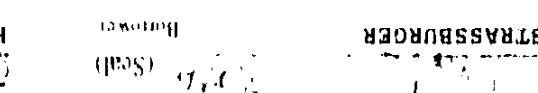
**(D) Limits on Interest Rate Changes**

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in Paragraph 2 of the Note.

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2021

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BY SIGNING BELOW, BORROWER ACKNOWLEDGES AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS ADDENDUM.	
<p style="text-align: center;">JOHN R. STRASSBURGER HOMINY J. STRASSBURGER</p> <p style="text-align: center;">(Seal)  (Seal) </p> <p style="text-align: center;">Borrower Borrower Witness Witness (Seal)</p>	

SEARCHING FOR A MUSEUM (1)

(b) notice of changes. Under will give notice to borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date notice was given; (ii) the Change Date; (iii) the old interest rate; (iv) the new interest rate; (v) the date of the notice; (vi) the Current Lender and the date it was published; (vii) the method of calculating the change in monthly payment amounts; and (viii) any other information which may be required by law from time to time.

### Notice of Change (3)

(E) Calculation of Payment Change If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest.