

DATE: November 20, 1989

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MORTGAGOR

MORTGAGOR

MORTGAGOR
SOFIA GOLDSHTEYNMORTGAGOR
MIKHAIL GOLDSHTEYN

"As used herein, the term 'assessments' except where it refers to assessments and charges by the Association of Owners, shall mean 'special assessments' by state or local governmental agencies, districts or other public taxing or assessing bodies."

"If this mortgage and note be insured under Section 234(c) of the National Housing Act, such Section and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provision of this or other instruments executed in connection with this mortgage and note which are inconsistent with said Section of the National Housing Act or Regulations are hereby amended to conform thereto."

"The Regulatory Agreement executed by the Association of Owners and attached to the Plan of Apartment Ownership (Master Deed of Encumbering Declaration) recorded on _____ in the land records of the County of COOK, State of ILLINOIS, (DATE) _____ is incorporated in and made part of this mortgage (deed of trust). Upon default under the Regulatory Agreement by the Association of Owners or by the mortgagor (grantor) and upon request by the Federal Housing Commissioner, the Mortgagee, at its option may declare this mortgage (deed of trust) in default and may declare the whole of the indebtedness secured hereby to be due and payable."

"The Mortgagor further covenants that he will pay his share of the common expenses or assessments and charges by the Association of Owners as provided in the instruments establishing the condominium."

MFC LOAN NUMBER: 292366-1

FHA LOAN NUMBER: 131: 590 9937 734

MORTGAGOR: MIKHAIL GOLDSHTEYN

MORTGAGOR: SOFIA GOLDSHTEYN

PROPERTY: 9399 EAY COLONY DR. #485/3W

DES PLAINES, ILLINOIS 60016

UNIT NUMBER: 485/3W

FHA CONDOMINIUM RIDER TO MORTGAGE

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Property of Cook County Clerk's Office

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0 3 0 4 1 3 4 7
LOAN# 292366-1

CASE# 131: 590 9937 734

FHA MORTGAGE ACCELERATION CLAUSE

All FHA Mortgages - Effective 12/01/88

The mortgage shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed no later than 12 months after the date on which the mortgage is executed to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner. (If the property is not the principal or secondary residence of the mortgagor, "24 months" must be substituted for "12 months.")

Mikhail Goldshteyn

Borrower MIKHAIL GOLDSHTEYN

November 20, 1989

Date

Sofia Goldshteyn

Borrower SOFIA GOLDSHTEYN

November 20, 1989

Date

Borrower

Date

Borrower

Date

State of

IL
Cook

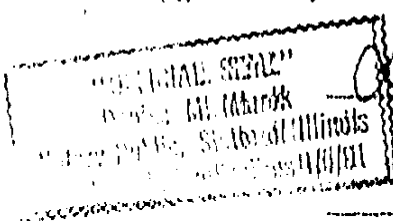
SS.

County of

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that MIKHAIL GOLDSHTEYN and SOFIA GOLDSHTEYN, His Wife

personally known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that The Y signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of Nov, 1989



David M. Mader
Notary Public

11/5/91
Commission Expires

This instrument was prepared by Midwest Funding Corporation
1020 31st Street, Suite 401, Downers Grove, Illinois 60515

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ITEM 1.

UNIT A-5 as described in survey delineated on and attached to and a part of Declaration of Condominium Ownership registered on the 18th day of November 19 64 as Document Number 2783627.

ITEM 2.

An Undivided 2928 % interest less of the Units delineated and described in said survey in and to the following Described Premises:

That part of LOTS ONE (1), TWO (2) AND FIVE (5), in Louis Meinshausen's Subdivision of part of Frederick Meinshausen's Division of Lands in Sections 13 and 16, Township 41 North, Range 12, East of the Third Principal Meridian, described as follows: Beginning at a point in the North line of Lot 1 aforesaid, 91.00 feet West of the Northeast corner thereof; thence West along the North line of Lot 1 aforesaid, 367.35 feet to a line which is perpendicular to the Easterly extension of the North line of the South Half (1/2) of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section 16 aforesaid, which is drawn through a point in said Easterly extension 192.86 feet East of the Northeast corner thereof; thence South along said perpendicular line 167.69 feet to a line perpendicular to the West line of Lot 1 aforesaid which passes through a point in said West line 610.00 feet North of the Southeast corner of Lot 2 in Louis Meinshausen's Subdivision aforesaid; thence West along last described perpendicular line 495.29 feet to a line 282.82 feet West of and parallel with the East line of Lot 2 aforesaid; thence North along said parallel line 231.73 feet to a point on the North line of Lot 2 aforesaid; thence West along the North line of Lot 2 aforesaid 427.11 feet to a point 710.0 feet West of the Northeast corner thereof; thence Southerly 301.37 feet along a line which makes an angle of 88 degrees 46 minutes 00 seconds to the left of the last described line extended; thence Northerly along a line which makes an angle of 88 degrees 46 minutes 00 seconds to the left of the last described line extended for a distance of 33.01 feet to the South line of the North 268.37 feet of Lot 2 aforesaid; thence East along said South line 20.0 feet to the East line of the West 90.0 feet of Lot 2 aforesaid; thence South along said East line 211.58 feet to the South line of the North 479.84 feet (measured at right angles) of Lot 2 aforesaid; thence East along said South line 363.03 feet to the West line of the East 236.84 feet (measured at right angles) of Lot 2 aforesaid; thence South along said West line 367.66 feet to the South line of Lot 2 aforesaid; thence East along said South line 256.90 feet to the Southeast corner thereof; thence East along a line perpendicular to the West line of Lot 5 aforesaid, a distance of 268.97 feet to a diagonal line drawn from a point in the North line of Lot 5 aforesaid 351.04 feet East of the Northwest corner thereof to a point in the South line of Lot 5 aforesaid 75.00 feet East of the Southwest corner thereof; thence Northeasterly along said diagonal line for a distance of 146.41 feet to a line 324.16 feet East of, as measured at right angles, and parallel with the West line of Lots 1 and 5 aforesaid; thence North along last described parallel line 444.41 feet; thence East at right angles thereto 152.17 feet to a diagonal line drawn from the point of beginning to a point in the South line of Lot 1 aforesaid 351.04 feet East of the Southwest corner thereof; thence Northeasterly along last described diagonal line 310.72 feet to the point of beginning.

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Clark's Office

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Mortgage

Loan # 292366-1

FHA Case No.

131: 590 9937 734

State of Illinois

This Indenture, Made this 20th day of November, 19 89 between
MIKHAIL GOLDSHTEYN and SOFIA GOLDSHTEYN, His Wife, Mortgagee, and
Midwest Funding Corporation, the State of Illinois
a corporation organized and existing under the laws of Mortgagee.

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 Forty-eight thousand one hundred fifty and NO/100 - - - - - Dollars (\$ 48,150.00)

payable with interest at the rate of Ten per centum (10.00000 % per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in Downers Grove, Illinois 60515, or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of Four hundred twenty-two and 55/100 - - - - - Dollars (\$ 422.55) on January 01, 19 90, and a like sum on 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 December 20 19

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:

SEE ATTACHED ADDENDUM

THE CONDOMINIUM RIDER ATTACHED HERETO AND EXECUTED OF EVEN DATE HERewith IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS MORTGAGE AS IF THE RIDER WERE A PART HEREOF.

THE RIDER TO STATE OF ILLINOIS FHA MORTGAGE ACCELERATION CLAUSE ATTACHED HERETO AND EXECUTED OF EVEN DATE HERewith IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS MORTGAGE AS IF THE RIDER WERE A PART HEREOF.

Item # 09-15-101-021-1041

Also known as 9399 BAY COLONY DR. #485/3W DES PLAINES, ILLINOIS 60016

Together with all and singular the tenements, hereditaments and appurtenances thereto 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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RECEIVED FILE PROPERTY
1500 N. 34
BURLINGTON HEIGHTS, IL

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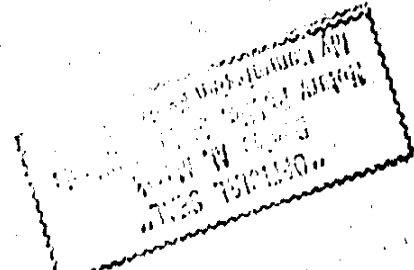
PREPARED BY: KAREN BRONCE
RETURN TO:
NITWEST FUNDING CORPORATION
1020 31ST STREET, SUITE 401
DOWNERS GROVE, ILLINOIS 60515

DELIVER TO: MURRAY
PROMISED: MURRAY
ADDRESS: MURRAY
SUBMITTED: MURRAY

NOV 20 PM 20

20

Dec. No.



Given under my hand and Notarial Seal this

Filed for Record in the Recorder's Office of
County, Illinois, on the
day of
m., and duly recorded in Book
of
page

A.D. 19

Notary Public

20th day
November, A.D. 1989

I, THE UNDERSIGNED
afore said, Do hereby Certify that
MIKHAIL GOLDSHTERN and SOFIA GOLDSHTERN, His wife
person whose name S ARE
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged
that they signed, sealed, and delivered the said instrument as
therein set forth, including the release and waiver of the right of homestead
free and voluntary act for the uses and purposes

, a notary public, in and for the county and State

State of Illinois
County of Cook

MIKHAIL GOLDSHTERN (SEAL)
SOFIA GOLDSHTERN (SEAL)

Witness the hand and seal of the Notary, the day and year first written.

(1) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(1) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, 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 delinquencies or prepayments;

following sums:

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

which shall operate to prevent the collection of the tax, assets-
regal proceedings brought in a court of competent jurisdiction,
ment, or lien so contested and the sale or forfeiture of the said
premises or any part thereof to satisfy the same.

It is expressly provided, however, that the mortgagee to the contrary notwithstanding, that the Mortgagee shall not be required to pay, discharge, or remove any tax, assessment, or lien upon or against the

such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness secured by this mortgage, to be paid out of

in case of the refusal or neglect of the Mortgagee to make

Moreover, the mortgagee does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

պարտավորուածք տրամադրուած է իր արժեքով և չի կարող ընկալուիլ որպէս
պարտավորուածք տրամադրուած չէլի արժեքով և չի կարող ընկալուիլ որպէս
պարտավորուածք տրամադրուած չէլի արժեքով և չի կարող ընկալուիլ որպէս

Development, and any balance remaining in the funds accumulated under the provisions of subsection (h) of the preceding paragraph, if there shall be a default under any of the provisions of the preceding subsections, shall be paid to the State of New York.

of it be secured hereby, full payment of the entire in-
debtedness as represented thereby, the Mortgagees shall, in com-

preliminary, as the case may be, when the same shall become the

11 the total of the payments made by the foreigner under sub-section (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as

payment shall, unless made good by the borrower prior to the due date of the next such payment, constitute an event of default under this mortgage. The mortgagee may collect a "late charge" not to exceed four cents (\$4) for each dollar (\$1) for each month.

(11) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(11) interest on the note secured hereby;

thereof shall be paid by the Mortgagee each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

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All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof 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 sixty 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 sixty 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.

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 then be 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.

And 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 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; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If 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 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.