

**MORTGAGE TO SECURE
HOUSING REHABILITATION LOAN**

THIS MORTGAGE is made this [redacted] day of [redacted], **2019**, between the Mortgager, [redacted] whose address is [redacted], (hereinafter called "Borrower"), and the Mortgagee, the County of Macomb (hereinafter called "Lender"), acting by and through Macomb Community Action having an office at 21885 Dunham Road, Suite 10, Clinton Township, Michigan 48036.

Lender is administering a Housing Rehabilitation Program in which certain monies are loaned to residents for the purpose of rehabilitating residential structures. In order to secure that said loan this mortgage is executed.

To secure the indebtedness of Borrower to the Lender represented by a Note (the "Note") in the principal amount of [redacted] dollars ([redacted]) together with interest at the rate of **N/A** % per annum as detailed in said Note of even date made by Borrower payable to the Lender and to secure such other sums which might be hereafter owed by Borrower to the Lender, the Borrower hereby mortgages and warrants to the lender, its successors and assigns, the property described below:

[redacted], City of Eastpointe, County of Macomb and State of Michigan, as recorded in Liber , Page of Plats, Macomb County Records. Property Address: . Property Tax ID Number:

together with all buildings and other structures now or hereafter situated on such property and all fixtures installed thereon (all of which are hereafter called the "premises").

The Borrower further covenants and agrees as follows:

1. **Payment of Indebtedness.** Borrower shall pay the indebtedness secured hereby in accordance with the terms of the Note.
2. **Title.** Borrower owns the Premises in fee simple, free and clear of all liens and encumbrances (except those disclosed by Borrower in any loan application related to this mortgage) and the Premises is Borrower's principal residence.
3. **Taxes, Insurance.** Borrower shall pay all taxes and assessments against the Premises before they become delinquent and shall insure the Premises against loss or damage by fire, windstorm and other casualties covered by a standard hazard insurance policy with an all-risk extended coverage endorsement.
4. **Maintenance of Security.** Borrower shall keep the improvements on the Premises and all fixtures thereon in good condition and repair. None of the structures and improvements located on the Premises shall be removed, demolished or substantially altered (other than rehabilitation thereof) without the prior written consent of the County. Borrower shall comply with all statutes, ordinances, rules and regulations relating to the Premises and the use and occupancy thereof.
5. **Performance by the County.** In the event Borrower fails to perform any obligation hereunder, the County may, at its option (but shall not be required to) perform such obligation and take such other action as it deems necessary to protect the security and its interest therein. If the County elects to perform such obligation, all sums expended therefore shall become a part of the indebtedness secured hereby and shall be a lien upon the Premises. Such sums shall be due and payable upon demand and no performance by the County shall be considered as a cure of any default of Borrower or as a waiver of such default.
6. **Default.** The following shall constitute a default under this Mortgage:
 1. The failure to pay any sum of money in accordance with the terms of the Note or this Mortgage, or the failure to observe or perform any other obligation required hereunder if such failure shall continue for a period of ten (10) days after written notice thereof is given to Borrower by the County.
 2. The furnishing of any information or the making of any representation or warranty to the County in any related loan application which proves to be untrue in any material respect.

- 3. The sale, conveyance or transfer (whether voluntarily or by operation of law) of the Premises or any interest therein including, without limitation, the rental of the Premises or any part thereof to any person for any period of time.
- 4. The death of the Borrower, or if there is more than one borrower, the death of the last survivor thereof.
- 7. **Remedy.** Upon the occurrence of any default, the County may, at its sole option and without notice, declare the entire indebtedness secured hereby to be immediately due and payable and the County is hereby authorized and empowered to sell the Premises and convey the same to a purchaser pursuant to the statute in such case made and provided and out of the proceeds of such sale to retain monies due under the terms of this Mortgage and the cost and expenses of such sale, including the attorney's fees provided for in the Note or by statute, rendering the surplus money, if any, to the Borrower as provided by law. THE COUNTY MAY ELECT TO CAUSE THE PREMISES TO BE SOLD BY ADVERTISEMENT RATHER THAN PURSUANT TO COURT ACTION AND BORROWER HEREBY WAIVES ANY RIGHT BORROWER MAY HAVE BY VIRTUE OF ANY APPLICABLE CONSTITUTIONAL PROVISION OR STATUTE TO ANY NOTICE OR COURT HEARING PRIOR TO THE EXERCISE OF THE POWER OR SALE, EXCEPT AS MAY BE EXPRESSLY REQUIRED BY THE MICHIGAN STATUTE GOVERNING FORECLOSURES BY ADVERTISEMENTS.
- 8. **Miscellaneous.** All covenants and conditions contained herein shall run with the land and shall be binding upon the assigns, successors, heirs and personal representatives of the parties. Each right and remedy provided to the County herein shall be cumulative and shall not be exclusive of any other right or remedy provided herein or at law or in equity.

IN WITNESS WHEREOF, Borrower has executed this Mortgage on the day and year first above written after having carefully reviewed Paragraph 7 above and the other provisions hereof.

Signed, sealed & delivered in the presence of
WITNESS:

BORROWER:

STATE OF MICHIGAN, MACOMB COUNTY ss:

The foregoing instrument was acknowledged before me this _____

by _____ 0 _____

My
Commission
Expires

Notary Public
Macomb County, Michigan
Acting In Macomb County

Prepared by:

(Name of Preparer)
Macomb Community Action
Community Development
21885 Dunham Road, Suite 10
Clinton Township, MI 48036

(Space Below This Line Reserved For Lender and Recorder)

When recorded, return to the Macomb Community Action, Community Development