

# UNOFFICIAL COPY

This instrument is for use in the home mortgage insurance programs under sections 203 (b), 203 (i), 203 (n), and 245. (Reference Mortgage Letter 83-21)

134: 4227270-703

This form is used in connection with mortgages insured under the one to four family provisions of the National Housing Act.

## MORTGAGE

797708

PT 5/12 KCO8

THIS INDENTURE, Made this 13TH day of JANUARY , 19 86 between DALE F. TYK AND YING M. TYK, HUSBAND AND WIFE

, Mortagor, and

CAMERON-BROWN COMPANY DBA CAMERON-BROWN MORTGAGE COMPANY a corporation organized and existing under the laws of STATE OF NORTH CAROLINA Mortgagee.

86025916

WITNESSETH: That whereas the Mortagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of

SEVENTY THOUSAND NINE HUNDRED FIFTY AND NO/100--- Dollars (\$ 70,950.00 )

payable with interest at the rate of ELEVEN per centum ( 11.000%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

RALEIGH, NC 27619 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

SIX HUNDRED SEVENTY FIVE AND 67/100--- Dollars (\$ 675.67 ) on the first day of MARCH , 19 86 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 FEBRUARY , 2016

NOW, THEREFORE, the said Mortagor, 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 into 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: 03-09-402-015 - Common Address: 787 Lakeside Circle, Wheeling

SEE ATTACHED RIDER.

Box 283

86025916

RECORD AND RETURN TO:

PREPARED BY:  
JUDY BOLLER

CAMERON-BROWN COMPANY DBA  
CAMERON-BROWN MORTGAGE COMPANY  
1540 E. DUNDEE ROAD - SUITE 310  
PALATINE, ILLINOIS 60067

PALATINE, IL 60067

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.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or encumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make 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 proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee 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 same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

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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.

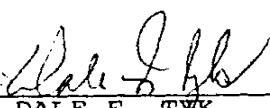
AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary 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.

WITNESS the hand and seal of the Mortgagor, the day and year first written.

  
DALE F. TYK [SEAL]   
YING M. TYK/HIS WIFE [SEAL]

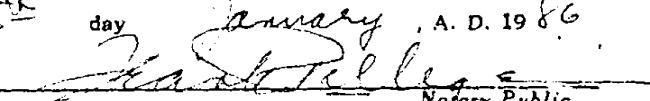
STATE OF ILLINOIS

COUNTY OF Cook

ss:

I, FRANK PELLERINI, a notary public, in and for the county and State aforesaid, Do Hereby Certify That DALE F. TYK and YING M. TYK , his wife, personally known to me to be the same 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 THEIR 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 Notarial Seal this

13<sup>th</sup> day January, A. D. 1986  
  
Notary Public

DOC. NO.

Filed for Record in the Recorder's Office of

County, Illinois, on the

day of

A.D. 19

at o'clock  
03-09-402-015

m., and duly recorded in Book

of

Page

COMMONLY KNOWN AS :  
787 LAKESIDE DRIVE  
WHEELING, ILLINOIS 60090

HUD-92116M (5-80)



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3 3 7 1 9 | 6

PARCEL I: UNIT 1, BUILDING NUMBER 1, LOT NUMBER 7, IN LAKESIDE VILLAS  
UNIT 1, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION  
9, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS.

PARCEL II: EASEMENT FOR INGRESS AND EGRESS, APPURTEnant TO AND FOR  
THE BENEFIT OF PARCEL I AS SET FORTH IN THE DECLARATION DATED DECEMBER 9,  
1971 AND RECORDED DECEMBER 17, 1971 AS DOCUMENT 21,751,908 AND AS  
AMENDED BY DOCUMENT DATED MARCH 23, 1972 AND RECORDED MARCH 30, 1972  
AS DOCUMENT 21,851,782 AND FURTHER AMENDED BY DOCUMENT DATED APRIL 25,  
1972 AND RECORDED MAY 1, 1972 AS DOCUMENT 21,884,592 AND AS RESERVED IN  
THE DEED FROM ZALE CONSTRUCTION COMPANY, INC., A CORPORATION OF ILLINOIS  
TO DOMINICK AND MARIANNE LEAVITT DATED JUNE 23, 1972 AND RECORDED  
SEPTEMBER 14, 1972 AS DOCUMENT 22,050,567, IN COOK COUNTY, ILLINOIS.

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188-035316