

Box 15

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State of Illinois

## Mortgage

FHA Case No.

131:5003936-703

This Indenture, made this 22nd day of JUNE, 19 87, between

GAM M. YEE & KATHY YEE, HUSBAND/WIFE

**15<sup>00</sup>**

Mortgagor, and

MAGNA MORTGAGE COMPANY, ITS SUCCESSORS AND/OR ASSIGNS  
a corporation organized and existing under the laws of the State of Delaware

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 FIVE THOUSAND SEVEN HUNDRED AND NO/100----- Dollars (\$ 45,700.00-----)**  
payable with interest at the rate of **TEN**

per centum **10.0** % per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in  
**1811 SOUTH TAYLOR ROAD - DECATUR, ILLINOIS 62525-1852**, 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 ONE AND 05/100----- Dollars (\$ 401.05-----)**  
on the first day of **AUGUST**, 19 87, 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 **JULY**, 20 47.

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:

**PARCEL I:**

THE NORTH 20.33 FEET OF THE SOUTH 52.75 FEET OF THE EAST 74.00 FEET OF LOT 1019 IN  
BRICKMAN MANOR FIRST ADDITION UNIT 6, BEING A SUBDIVISION OF PART OF THE EAST 1/2  
OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1960 AS DOCUMENT  
NUMBER 17,852,223, IN COOK COUNTY, ILLINOIS.

**PARCEL II:**

EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN THE PLAT OF EASEMENTS AND THE DECLARATION  
OF EASEMENTS, COVENANTS AND CONDITIONS AND RESTRICTIONS RECORDED AS DOCUMENTS 83,441,988  
AND 86-592,433.

Box 15

RETURN TO AND PREPARED BY:

MAGNA MORTGAGE COMPANY

1540 E. DUNDEE ROAD

SUITE 240

PALATINE, IL 60067

CAROL L. KNICKREHM

PERMANENT INDEX #03-27-401-017

*HBO*

87347993

COMMONLY KNOWN AS: 1130 BOXWOOD DRIVE - MT. PROSPECT, IL 60056

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.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which require  
a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (i)) in accordance with the regulations for those programs.

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HUD-92116M-1

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Property of Cook County Clerks Office  
Notary Public

County, Illinois, on the day of AD, 19

, Filed for Record in the Recorder's Office of

Doc. No.  
at a/clock  
m., and duly recorded in Book  
of Page.

Given under my hand and Notarial Seal this 22nd

free and voluntary act for the uses and purposes herein set forth, including the release and waiver of the right of homestead,  
person and acknowledged that they signed, sealed, and delivered the said instrument as 7-18-78  
person whose name is KATHY YEE subscriber to the foregoing instrument, appeared before me this day  
, his wife, personally known to me to be the same  
and GAM M. YEE a Notary Public, in and for the county and state  
above-said, do hereby certify that GRACE A. J. S. 1978

State of Illinois

Seal

(Seal)

Seal

(Seal)

KATHY YEE

GAM M. YEE

Witness the hand and seal of the Mortgagor, 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 ninety 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 ninety days 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 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 advances 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 Herin 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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That the Will keep the impeded property, measured as hereafter  
described on the mortgaged property now existing or hereafter  
from time to time by the Mortgagee against less by fire and other  
hazards, casualties and contingencies in such amounts and for such  
periods as may be required by the Mortgagee and will pay pro rata  
when due, any premiums on such insurance for payment  
of which has not been made heretofore. 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 Mortgagee will give  
immediate notice by mail to the Mortgagee who may make proof

And as Additional Security for the payment of all the indebtedness, Allardised the Mortgagor 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.

preceding paragraph shall not be sufficient 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, assessments, or insurance premiums shall be due, if at any time the Mortgagor shall tender to the Mortgaggee, in writing, the entire indebtedness represented hereby, full payment of the provisions of the note secured hereby, plus a sum equal to the amount of such indebtedness, plus amount of such indebtedness, credit to the account of the Mortgagor, if there be a deficit under any of the provisions of this mortgage resulting in a public sale of the premises covered thereby, or if the Mortgagge calculates the property otherwise than by the balance remaining in the funds accumulated, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor for ground rents of the property on subsequent payments to be made by the Mortgagor such excess, if the loan is current at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor.

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 Mortgagee may collect a "late charge" under this mortgage. The Mortgagee may collect a "late charge" more than fifteen (\$15) days in arrears, to cover the extra expense not to exceed four cents (4¢) for each dollar (\$1) for each payment involved in handling delinquent payments.

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

(ii) interest on the note secured hereby;

(iii) amortization of the principal of the said note; and

(iv) late charges.

#### **Special Assessment**

(a) All payments mentioned in the preceding subsection of this paragraph and all payments mentioned in the preceding subsection of this paragraph shall be made under the note secured.

(b) All payments mentioned in the preceding subsection of this paragraph shall be paid by the Mortgagor to the following items in the order as follows:

1. Premiums, interest, or the purposes and uses herein set forth; the

2. All rights and benefits under and by virtue of the Homestead

3. Except upon laws of the State of Illinois, which said rights and

4. Benefits to said Mortgagor does hereby expressly release and waive.

And Said Mortgagor covenants and agrees:

And Said Mortgagor covenants and agrees:

and apprenticeships, into the said Master-agency; in successions and apprenticeships and journeymen, unto the said Master-agency, for the purposes and uses herein set forth, free and gratis, however, for the Master-agency, unto the said apprentices and journeymen, who are in the said Master-agency, from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits to said Master-agency hereby expressly release and waive.

(b) All payments mentioned in the preceding subsection of this subparagraph and all payments and expenses heretofore made under and by virtue of the Florida homestead exemption laws of the State of Illinois, which said rights and interests, however, for the purposes and uses herein set forth, free and clear of all liens and encumbrances and fixtures, unto the said mortgagor; all successions and distributions, unto the said mortgagor; all simple payables in a single payment to be paid by the mortgagor each month in the following manner: to be paid by the mortgagor each month in a single payment to the trustee in the following manner:

16. Please add to those the three described premises, with the  
special assessments; and

For more information on patients with COVID-19, please contact your local health unit or visit [www.ontario.ca/page/coronavirus-disease-2019-covid-19](https://www.ontario.ca/page/coronavirus-disease-2019-covid-19).

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For more information about the study, please contact Dr. Michael J. Hwang at (319) 356-4000 or via email at [mhwang@uiowa.edu](mailto:mhwang@uiowa.edu).

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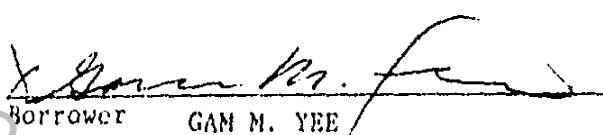
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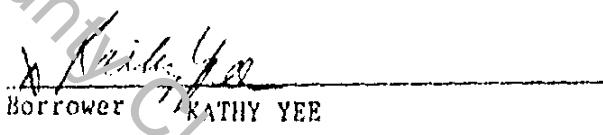
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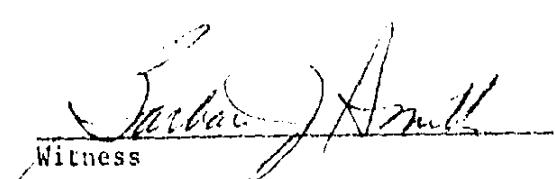
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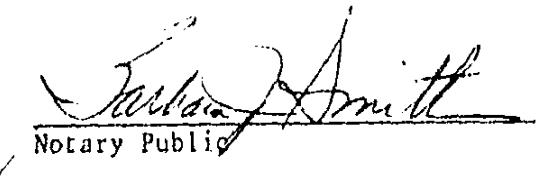
FHA MORTGAGE RIDER

The Mortgagee 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 not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

  
Borrower GAM M. YEE

  
Borrower KATHY YEE

  
Witness

  
Notary Public

My Commission Expires: 7-18-88

87347993

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