

THIS INSTRUMENT WAS PREPARED BY  
COLLETT BANKER RESIDENTIAL  
MORTGAGE SERVICES, INC.  
1311 W 77th STREET, S.W. 753  
OAK BROOK, ILLINOIS 60521

MORTGAGE

re-record

8700  
88-004506-1  
1311 W 77th Street, S.W. 753  
OAK BROOK, ILLINOIS 60521

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R.O.

THIS INSTRUMENT Made this 15th day of DECEMBER 1986 between

ALAN J. WISEUP AND CAROL WISEUP, HIS WIFE Mortgagee and  
COLLETT BANKER RESIDENTIAL MORTGAGE SERVICES, INC.  
a corporation organized and existing under the laws of THE STATE OF CALIFORNIA Mortgagor

WITNESSETH That whereas the Mortgagor is fully indebted to the Mortgagee as is evidenced by a certain  
promissory note bearing even date herewith, to the principal sum of  
SEVENTY ONE THOUSAND SIX HUNDRED AND NO/100THS Dollars \$ 71,600.00

plus a sum of \$ 9.00 per annum in the amount of \$ 9.00 per annum in the amount of \$ 9.00  
per annum and have paid to the order of the Mortgagee at its office in IRVINE  
CALIFORNIA

at such other place as the holder may designate in writing and deliver  
of the said principal and interest being payable in monthly installments of  
FIVE HUNDRED SEVENTY SIX AND 11/100THS Dollars \$ 576.11 on the first day  
of each month beginning on 12/15/86 and on the first day of each and every month thereafter until  
the date of the final payment of principal and interest if not sooner paid shall be due and  
payable on the first day of JANUARY 2017

NOW KNOWING the said Mortgagee for the better securing of the payment of the said principal sum of  
money and interest and the fulfillment of the covenants and agreements herein contained, done by these pre-  
sents, the said Mortgagee has granted, sold, conveyed, assigned, the following described Real  
Estate situated, lying and being in the County of COOK and the State of  
Illinois to wit:

LOT 2, SUBDIVISION IN DUNNURST SUBDIVISION UNIT NO. 1 IN THE NORTH WEST QUARTER  
OF SECTION 10 EAST 1/2 SECTION 10 TOWNSHIP 42 NORTH, RANGE 13, EAST OF  
THE 10th MERIDIAN, ACCORDING TO PLAT INTERIOR RECORDED SEPTEMBER 21  
1974 IN BOOK 1037190, IN COOK COUNTY, ILLINOIS

PERMANENT ADDRESS: 10-401-002

ADDRESS: 10-401-002, 10-401-002, 10-401-002, ILLINOIS 60090

The following is a description of the premises, hereditaments and appurtenances thereto being and  
the right, title and interest thereof and all appurtenances and fixtures of every kind for the purpose of supporting it  
including the right, title and interest in and to the building and other fixtures on or that may be placed on, or  
building and other fixtures on said land, and also all the estate, right, title and interest therein, said Mort-  
gagor has granted, sold, conveyed, assigned, the following described Real Estate situated, lying and being in the County of COOK and the State of Illinois to wit:

THE ABOVE DESCRIBED premises, with the appurtenances and fixtures, interests and  
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 Mortgagee does hereby expressly release and waive

AND THE 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 loss or destruction, work or material upon or attached to said premises, to pay to the Mortgagee, or here-  
inafter assigned, until said debt is fully paid (if a sum sufficient to pay all taxes and assessments on said prem-  
ises, 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 situated, upon the Mortgagee on account of the ownership thereof, (a)  
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 Mortgagee to make such payments, or to notify any prior lien or in-  
surance carrier 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 at its discretion if it may deem necessary for the proper preservation thereof,  
and any moneys so paid or expended shall be deemed to be 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 Mortgagee

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 buy, discharge, or remove any tax, assess-  
ment, or lien levied upon or against the premises described herein or any part thereof or the improvements situated  
thereon, so long as the Mortgagee, in good faith, contacts the same to 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 contacted and the sale or forfeiture of the said premises or any part thereof to  
satisfy the same

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1311 W 77th Street, S.W. 753

OAK BROOK, ILLINOIS 60521

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AND the said Mortgagee further covenants and agrees as follows:

That, together with, and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagee will pay to the Mortgagee on the first day of each month until the said note is fully paid the following sums:

- (1) An amount sufficient to provide the holder thereof with funds to pay the next mortgage insurance premium if such premium and the next secured interest are treated, as a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, or its agent;
- (2) If and so long as said note is in force and this instrument and secured by the proceeds under the provisions of the National Housing Act, an amount sufficient to accumulate to the benefit 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;
- (3) If and so long as said note is in force and this instrument and 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 the next (1) year premium of the mortgage outstanding balance due on the note computed without taking into account delinquencies or prepayments;
- (4) If and so long as the said note is in any other case, such the premium that will next become due and payable on said note if fire and other hazard insurance covering the mortgage property, plus taxes and assessments on the same, and on the ground rents (all as hereinafter provided) by the Mortgagee, less a sum already paid therefor divided by the number of months to expire before one month prior to the date upon which ground rents, taxes and assessments on the premises are due, such sums to be held by Mortgagee in trust to pay said ground rents, taxes and assessments; and
- (5) Ground rents, taxes and assessments on the premises covered by this paragraph and all payments to be made under the provisions of the National Housing Act, and the applicable Regulations shall be paid by the Mortgagee out of the proceeds of the mortgage insurance premium, in the order set forth in the following order of priority:
  - (i) Premium charge on mortgage insurance premium as the same may be
  - (ii) Ground rents, taxes and assessments on the premises covered by this paragraph
  - (iii) Interest on the note secured hereby; and
  - (iv) Accrual of the principal of the note.

Any deficiency in the amount of any such aggregate debt payment and charges made good to the Mortgagee prior to the due date of the next such payment shall be a debt in default under this mortgage. The Mortgagee may call for a cash charge on the next such payment to be made by the Mortgagee in each payment more than fifteen (15) days in advance to cover the said deficiency and in handling delinquencies.

If the total of the payments made by the Mortgagee under subsection (1) 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 on the premises covered hereby, the balance in excess of the amount of the Mortgagee shall be credited on subsequent payments to be made by the Mortgagee or retained by the Mortgagee. If however the monthly payments made by the Mortgagee under subsection (1) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments on the premises covered hereby, as the case may be, when the same shall become due and payable, then the Mortgagee shall, at the Mortgagee's option, or at the Mortgagee's request, make up the deficiency, as or before the date when such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagee shall, under this Mortgagee, in accordance with the provisions of the note secured hereby, be deemed to be the holder of the mortgage, the Mortgagee shall, in computing the amount of such deficiency, include the amount of the Mortgagee's payments made under the provisions of subsection (1) of the preceding paragraph which the Mortgagee has not been obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection (1) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee or one of the property owners after default of the Mortgagee shall apply at the time of the commencement of such proceedings or at the time the property is otherwise sold, the balance then remaining in the funds accumulated under subsection (1) of the preceding paragraph shall be applied against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (1) of the preceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness secured by 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.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss 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 promptly when due any premiums on such insurance provision for payment in 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 the Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagee and each loss and company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee 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 Mortgagee 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 Mortgagee 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 10 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 10 days time from the date of this mortgage, declining to issue 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.

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FILED TO STATE OF ILLINOIS  
MORTGAGE NO. 92116M (5-00)

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R.O

This rider attached to and made part of the Mortgage between ALAN J. WISBY  
AND SARAH WISBY, HIS WIFE, Mortgagor, and  
COLONIAL BANKERS RESIDENTIAL MORTGAGE SERVICES, INC. A CALIFORNIA CORPORATION  
Mortgagee, dated DECEMBER 30, 1958 revises said Mortgage as follows:

1. Page 2, the second covenant of the Mortgage is amended to read:

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the note here is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as so levied by the Mortgagee) less all sums already paid therefor within by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments next become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments, if any.

(b) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

- 1) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
- 2) interest on the note secured hereby; and
- 3) amortization of principal of the said note.

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" not to exceed four cents (4c) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

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 Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagee, shall be credited in subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) of the 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 Mortgagee 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 Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee

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shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, 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.

2. Page 2, the penultimate paragraph is amended to add the following sentence:

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 mortgage insurance premium to the Department of Housing and Urban Development.

Dated as of the date of the mortgage referred to herein.

Alan J. Wiskup  
Mortgagee ALAN J. WISKUP

Carol Wiskup  
Mortgagee CAROL WISKUP

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Property of Cook County Clerk's Office

8700 Loan Number: 04C-004506-20  
Case Number: 131: 481048-761

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ILLINOIS

FHA MORTGAGE RIDER

FORM 93  
A.O.

The Rider dated the 30TH day of DECEMBER, 1986,  
amends the Mortgage of even date by and between ALAN J. WISKUP AND  
CAROL WISKUP, HIS WIFE  
the Mortgagor, and Colwell Banker Residential Mortgage Services, Inc. the  
Mortgagee, as follows:

1. In the first unnumbered paragraph, page 2, the sentence  
which reads as follows is deleted:

"That privilege is reserved to pay the debt in whole,  
or in an amount equal to one or more monthly payments  
on the principal that are next due on the note, on the  
first day of any month prior to maturity, provided,  
however, that written notice of an intention to  
exercise such privilege is given at least thirty (30)  
days prior to prepayment."

2. In the first unnumbered paragraph, page 2, is amended  
by the addition of the following:

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

IN WITNESS WHEREOF, ALAN J. WISKUP AND CAROL WISKUP, HIS WIFE  
ARE (a) sec HEREIN (their hands) and seal the  
day and year first aforesaid

Alan J. Wiskup (SEAL)  
ALAN J. WISKUP  
Carol Wiskup (SEAL)  
CAROL WISKUP

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Property of Cook County Clerk's Office

State of Illinois, \_\_\_\_\_ county ss:

I, \_\_\_\_\_ THE UNDERSIGNED \_\_\_\_\_, a Notary Public in and for said  
county and state, do hereby certify that ALAN J. WISKUP AND CAROL WISKUP, 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 \_\_\_\_\_ signed and delivered the said  
instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes  
therein set forth.

Given under my hand and official seal, this 30TH DAY OF DECEMBER, 1986.  
My Commission expires: 2/1/87

Henry D. [Signature]  
Notary Public

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FORM 61  
R.O

RIDER TO THE SECURITY INSTRUMENT  
(FHA Due-On-Sale)

This RIDER is made this 10th day of October, 1967  
and is incorporated into and shall be deemed to amend and  
supplement the Mortgage, Deed of Trust or Security Deed  
(the Security Instrument) of the same date given by the  
undersigned (the Borrower) to secure Borrower's Note to  
COLWELL HANLON RESIDENTIAL MORTGAGE SERVICES, INC.  
(the Lender) of the same date and covering the Property  
described in the Security Instrument and located at:

161 W. Chestnut Street, Springfield, Illinois 62760  
(Property Address)

The Lender, with the prior approval of the Federal Housing  
Commissioner, or his designee, shall declare all sums  
secured by this Security Instrument to be 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 Borrower, pursuant to a contract of sale  
executed not later than (24) twenty four months after the  
date of execution of this Security Instrument, or not later  
than (24) twenty four months after the date of a prior  
transfer of the property subject to this Security  
Instrument, to a purchaser whose credit has not been  
approved in accordance with the requirements of 24  
C.F.R. 203.6

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

Alan J. Wisker  
BORROWER Alan J. Wisker

Carol Wiskup  
BORROWER Carol Wiskup

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BORROWER

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BORROWER

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Property Clerk's Office

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