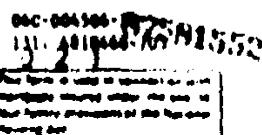


UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY
JEROME J. WILLIAMS
COLDWELL BANKER RESIDENTIAL
MORTGAGE SERVICES, INC.
2011 N. ZEEB STREET, SUITE 729
DETROIT, MI 48201-3021

8700



MORTGAGE RE-RECD

THIS MORTGAGE MADE THIS 20TH DAY OF DECEMBER, 1986 between

ALAN J. WISDOM AND CAROL WISDOM, HIS WIFE
COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES, INC.
a corporate organized and existing under the laws of THE STATE OF CALIFORNIA A7013021
Mortgagors

IBM 83
R.O.

WITNESSETH That whereas the Mortgagor is fully indebted to the Mortgagor, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of

FIFTY EIGHT THOUSAND SIX HUNDRED AND NO/100THS Dollars (\$ 58,600.00)

payable at interest at the rate of FIVE PER CENTUM (.05) per annum on the unpaid balance and made payable in the order of the Mortgagor at its office in ELGIN, IL

CALIFORNIA, or at such other place as the Mortgagor may designate in writing, and delivered to the said Mortgagor and interest being payable in monthly installments of FIVE HUNDRED TWENTY SEVEN AND 11/100THS Dollars (\$ 526.11) on the first day of each month thereafter until the date of final payoff, and the final payment of principal and interest, if not sooner paid, shall be due and payable on the 1st day of JANUARY 2017.

NOW THEREFORE we, 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, doth by these presents, MORTGAGE and WARRANT unto the Mortgagor, 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:

Lots 17 & 18 situated in SUNNYSIDE SUBDIVISION UNIT NO. 1 IN THE NORTH WEST QUARTER OF SECTION 17 EAST OF CENTER OF SECTION 17 TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE 30TH EASTERN MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED SEPTEMBER 21, 1951, IN DEEDS L-121190, IN COOK COUNTY, ILLINOIS.

DEED RECORDED IN VOL. 11-10-403-002 PAGE 2

DEED RECORDED IN VOL. 11-10-403-002 PAGE 3, WITNESS, ILLINOIS, 60090

A7013021

A7013021

This instrument is to regularize the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, profits, thereof, and all appurtenances and fixtures of every kind for the purpose of supporting, maintaining, preserving, repairing, and any other work and other fixtures in, or that may be upon, any building or buildings standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to the same.

I HAVE AND DO HEREBY release the above described premises, with the appurtenances and fixtures, unto the said Mortgagor, its successors or assigns, forever, for the purposes and uses herein set forth, free from all rights and liens whatsoever, or by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and liens in the said Mortgagor does hereby expressly release and waive.

AND I FURTHER, RUSTICALLY, covenants and agrees,

To keep and to keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything which may impair the value thereof, or of the security intended to be effected by virtue of this instrument, not to suffer any lease or leases, or any material, less to attach to said premises, to pay to the Mortgagor, as hereinafter provided, until said rent 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 corporation in which the said land is situated, upon the Mortgagor as 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, sound for the benefit of the Mortgagor in such items of insurance, and in such amounts, as may be required by the Mortgagor.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior item of insurance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagor 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 expense 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 Mortgagor shall not be required nor shall it have the right to buy, discharge, or cancel any tax, assessment, or liability 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 like so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

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AND the said Mortgagor 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 Mortgagor will pay to the Mortgagor, on the first day of each month until the said note is fully paid, the following sum:

- (a) an amount sufficient to provide the holder thereof funds to pay the next mortgage insurance premium if the insurance premium due thereon has not been paid, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development as follows:
 - (i) If and so long as no end date or even date and then thereafter are required or are relevant under the provisions of the National Housing Act, a monthly charge equivalent to the amount of the holder's monthly premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act as amended, and applicable regulations;
 - (ii) If and so long as no end date or even date and then thereafter are held by the Secretary of Housing and Urban Development a monthly charge in lieu of a mortgage insurance premium which shall be an amount equal to one-twelfth (1/12) of one-half (1/2) per cent of the average outstanding balance due on the note computed without taking into account disbursements or prepayments;
 - (iii) if and so long as the holder thereof is not otherwise paid the premium due thereon because due and payable as provided in the National Housing Act, a monthly charge in lieu of a mortgage insurance premium plus taxes and assessments due on the mortgaged property (all as measured by the Mortgagor's taxes plus already paid thereon divided by the number of months elapsed before one month prior to the date when such ground rents, premiums, taxes and assessments become due); such sum to be held by Mortgagor in trust to pay said ground rents, premiums, taxes and assessments; and
- (b) amounts necessary for the purpose of subsection (a) of this paragraph and all payments to be made under the note secured hereby, except as set forth in subsection (c) of this paragraph, shall be paid by the Mortgagor direct to the Secretary of Housing and Urban Development as follows:
 - (i) premium charges, taxes and assessments due on the mortgaged property to the Secretary of Housing and Urban Development as monthly charges in lieu of a mortgage insurance premium;
 - (ii) ground rents, charges, taxes and assessments due on the mortgaged property in lieu of a mortgage insurance premium;
 - (iii) insurance on the mortgaged property; and
 - (iv) insurance on the premises.

Any deficiency in the amount of any such aggregate monthly payment shall be paid by the Mortgagor prior to the due date of the next monthly payment, and in event of default under this mortgage, the Mortgagor may, for a reasonable charge, be entitled to make such payment in such manner as to cause the same to be paid within fifteen (15) days of the date of notice of default and demand for payment.

If the total of the amounts paid 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, taxes, and assessments, or insurance premiums, as the case may be, such excess, or the amount of any item of the expense of the Mortgagor, shall be credited on 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 Mortgagor the amount necessary to make up the deficiency, or before the date after payment of the ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall enter into the Mortgagor in accordance with the provisions of the note secured hereby, it is agreed, on the part of the Mortgagor represented hereby, the Mortgagor shall, in computing the amount of such indebtedness, credit the amount of the monthly payments made under the provisions of subsection (a) of the preceding paragraph, unless the Mortgagor has no obligation to pay to the Secretary of Housing and Urban Development any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there should be a default under any of the provisions of this mortgage, resulting in a public sale of the premises covered hereby, or if the Mortgagor sells the property otherwise after default, the Mortgagor shall apply at the time of the commencement of such proceedings, or at the time the property is otherwise sold, or the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph is credited against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness above-mentioned the Mortgagor does hereby assign to the Mortgagor all the rents, issues, and benefits 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, in trust as may be required from time to time by the Mortgagor against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagor and will pay promptly when due any premiums on such insurance provision for payment of which has not been made heretofore.

All insurance shall be carried in companies approved by the Mortgagor and the policies and renewals thereof shall be held by the Mortgagor and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagor. In event of loss the Mortgagor will give immediate notice by mail to the Mortgagor, who may make proof of loss if not made promptly by Mortgagor, and each loss and expense concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagor instead of to the Mortgagor and the Mortgagor jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagor at its option either to the reduction of the indebtedness hereby accrued or to the repair or reparation 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 law of eminent domain, or acquired for public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagor and shall be paid forthwith to the Mortgagor 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 30 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 30 days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such uneligibility), the Mortgagor or the holder of the note may, at his 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 Mortgagor, without notice, become immediately due and payable.

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AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgagor shall have the right immediately to foreclose the mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed 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 same, such application for specific performance of a receiver as for an order in place the Mortgage in possession of the premises of the person or persons so sued for the payment of the indebtedness secured hereby, 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, either as before placing the Mortgage in possession of the premises, or as against a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the presidency of such receiver and until the date of sale and a deficiency, during the full statutory period of re-demption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, taxes, insurance, and other items necessary for the protection and preservation of the property.

These or her said the paper shall be placed in possession of the above described premises under an order of a court in which action is pending to foreclose this mortgage or a subsequent mortgage. The said Mortgagor or his/her said wife may keep the said premises, a good repair, pay such current or back taxes and expenses which may be due on the said premises, for her and his/her such residence in such amounts as she may have reasonable, etc., for the Mortgagee, have to said premises, the Mortgagee or others up to such terms and conditions as the court may direct, and the said Mortgagor or his/her wife shall be liable to the Mortgagee for all taxes and expenses of redemption, as are approved by the court, collect and receive the same, and to pay over the same to the persons before whom the said premises were held, as described, and except other persons to whom the court may direct, and to pay over the proceeds of the sale, for the purposes of this paragraph.

ANOTHER SECURITY. The Mortgagee or any agent or attorney for the Mortgagee in any court of law or equity, or before any other tribunal, may sue for the recovery of any unperfected or undischarged debt or claim of the complainant in such proceeding, and may collect the same by process of attachment or garnishment or otherwise, and may sue for the recovery of any costs, expenses and attorney's fees, and in case of any other suit or legal proceeding wherein the Mortgagee shall be named as defendant, the expenses of such suit, including the costs, expenses and the reasonable fees and charges of the attorney for the Mortgagee, its agents and employees, and the reasonable fees and charges of the attorney for the other party or parties to the suit, shall be paid by the party or parties so sued, and the amount so paid shall be added to the debt or claim recoverable under the Mortgage, and all such expenses shall be included in any amount remaining due under the Mortgage.

AND THEREFORE, LET IT BE AGREED, that the sum so derived by exercising this mortgage and to paid out of the proceeds of the same, or otherwise, shall be deducted from all the costs of such suit or suits, advertising, sale and removal of the property, expenses of transcription fees, witness fee, documentary evidence and other expenses incurred and examination of title, all the amounts advanced by the Mortgagor, if any, for the purpose of carrying out the mortgage, or interest on such advances at the rate set forth in the note so called here, and that the such advances are made in the accrued interest remaining unpaid on the indebtedness herein referred to, and the case principal and remaining unpaid. The surplus of the proceeds

11. If the Mortgagor fails to pay the principal or interest or any other amount due by stamp duty and other taxes and expenses and agreements before then the conveyance shall be null and void and the mortgagee may exercise his rights as if nothing had been done by Mortgagor, execute a release or satisfaction of that mortgage and Mortgagee thereby enjoys the benefits of all statutory or legal which require the earlier extinguishment of the same or payment by Mortgagor.

IT IS EXEMPTED, & MADE A NEED THAT, before or during the payment of the debt hereby secured given by the Mortgagee, the principal interest of the Mortgage shall operate in case, in any manner, the original

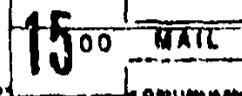
**THE PROVISIONS HERIN CONTAINED SHALL BIND AND THE BENEFITS AND ADVANTAGES SHALL INURE TO THE
PROPERTY OF THE FIRM AND ITS ADMINISTRATORS, SUCCESSORS, AND ASSIGNEES OF THE FIRM'S BUSINESS. WHATEVER WORD
OR EXPRESSION IS USED HEREIN WHICH INCLUDES THE PLURAL, THE SINGULAR, AND THE MASS, THE GENDER SHALL INCLUDE**

Journal of Health Politics, Policy and Law, Vol. 36, No. 1, January 2011
DOI 10.1215/03616878-36-1 © 2011 by The University of Chicago

I, THE UNDERSIGNED, a notary public, in and for the County and State
aforesaid, do hereby certify that ALAN J. WILSON and his wife, personally known to me to be the same
person whose names 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 action.

GIVEN under my hand and Notarized Seal this 30th day of DECEMBER A.D. 19 85
W. C. TUNIS, Notary Public.

County Library on the _____ day of _____ A.D. 19____



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FHA Case No.: 1311-6810468-70
S 7 (0-1000) 2009-000300-20

SERVED TO STATE OF ILLINOIS
MORTGAGE INDUSTRY ASSN (S-80)

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This rider attached to and made part of the Mortgage between ALAN J. WISER and SARAH WISER, HIS WIFE, Mortgagors, and COLONIAL BANKER RESIDENTIAL MORTGAGE SERVICES, INC., A CALIFORNIA CORPORATION, Mortgagee, dated DECEMBER 30, 1986 recites said Mortgage as follows:

1. Page 2, the second covenant of the Mortgagor 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 said note is fully paid, the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premium 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 mortgage property (all as estimated by the Mortgagor) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sum to be held by Mortgagor 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 Mortgagor to the following items in the order set forth:
 - (i) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
 - (ii) interest on the note secured hereby, and
 - (iii) 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 Mortgagor may collect a "late charge" not to exceed four cents (.01) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, plus over 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 Mortgagor 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 Mortgagor, 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 Mortgagor 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 Mortgagor, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagor 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 Mortgagor acquires the property otherwise after default, the Mortgagor

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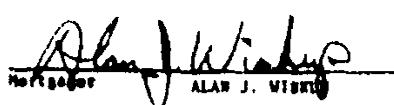
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shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of 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 Mortgagor when the insurability for insurance under the National Housing Act is due to the Mortgagor'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.



Mortgagor ALAN J. WISKUP

Mortgagor CAROL WISKUP

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8700 Case Number 804506-20
Date Recorded 12/1 6810468-761

ILLINOIS

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FHA MORTGAGE RIDER

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The Rider dated the 30TH day of DECEMBER, 1986,
amended the Mortgage of even date by and between ALAN J. WISKUP AND
CAROL WISKUP, HIS WIFE
the Mortgagor, and Coldwell 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
REALLY and TRULY set their hand(s) and seal the
day and year first aforesaid

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

State of Illinois, County of Cook, U.S.A., county as:

I, Richard P. Johnson, a Notary Public in and for said
county and state, do hereby certify that ALAN J. WISKUP AND CAROL WISKUP, HIS WIFE,
REALLY and TRULY set their hand(s) and seal the (personally known to me to be the same persons)
whose names are ALAN J. WISKUP subscribed to the foregoing instrument, appeared before
me this day in person, and acknowledged that they signed and delivered the said
instrument as ALAN J. WISKUP AND CAROL WISKUP, 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

Richard P. Johnson
Notary Public

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

The RIDER is made this 20th day of January, 1988,
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
COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES, INC.
(the Lender) of the same date and covering the Property
described in the Security Instrument and located at:

160 N. Clark Street, Chicago, Illinois 60601
(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, partition 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 the
Commissioner.

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

Alia J. Wiskup
BORROWER

Carol Wiskup
BORROWER

BORROWER

BORROWER

617.75

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