

95319391

Home Equity Loan

Mortg

THIS MORTGAGE ("Security Instrument") is given on APRIL 27, 1995. The mortgagor is ALAN J. WISKUP AND CAROL WISKUP, HIS WIFE ("Borrower").

This Security Instrument is given to The First National Bank of Chicago which is a National Bank organized and existing under the laws of the United States of America, whose address is 900 First National Plaza, Chicago, Illinois 60670 ("Lender"). Borrower owes Lender the principal sum of TEN THOUSAND AND NO/100 Dollars (U.S. \$ 10,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 05/10/05. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 2 IN BLOCK 1 IN DUNHURST SUBDIVISION UNIT NO. 3 IN THE NORTH WEST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED SEPTEMBER 23, 1955 AS DOCUMENT 1671790, IN COOK COUNTY, ILLINOIS.

DEPT-10 PENALTY \$24.00
DEPT-01 RECORDING \$27.00
T90014 TRAN 5696 05/16/95 09:57:00
#3570 + JW *-95-319391
COOK COUNTY RECORDER

Permanent Tax No.: 03-10-403-002, which has the address of 766 N GREEN WHEELING, IL 60090 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. There is a prior mortgage from Borrower to MIDWEST MORTGAGE SERVICES, INC. dated 12/31/93 and recorded with the COOK County Recorder of Deeds on 01/04/94 as document number 94007034 ("Prior Mortgage").

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Application of Payments. Unless applicable law provides otherwise, all payment received by Lender under paragraph 1 shall be applied; first, to accrued interest; second, to past due insurance; third, to current billed insurance; fourth to past due principal; fifth, to current billed principal; sixth, to charges; seventh, to principal due; and last, to accrued but unbilled insurance.

3. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay them on time directly to the person owed payment. Upon Lender's request, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument except for the Prior Mortgage unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument except for the Prior Mortgage, Lender may give

Handwritten notes: -1- 24.00 - fee 27 - 11

RE TITLE SERVICES 2 (5/1/97) 13-665-500

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UNOFFICIAL COPY

As used in this paragraph 18, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 18, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

19. **No Defaults.** The Borrower shall not be in default of any provision of the Prior Mortgage or any other mortgage secured by the Property.

20. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 and 16 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to asset in the foreclosure proceeding, the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

21. **Lender in Possession.** Upon acceleration under paragraph 20 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

24. **Riders to this Security Instrument.** None or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with the Security Instrument.

X Alan J. Wiskup
ALAN J. WISKUP _____ Borrower

X Carol J. Wiskup
CAROL J. WISKUP _____ Borrower

This Document Prepared By: SUE MURPHY

The First National Bank of Chicago
One First National Plaza Suite 0203, Chicago, IL 60670

(Space Below This Line For Acknowledgment)

STATE OF ILLINOIS, COOK County ss:

I, JOHN W. JONES SR, 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) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ALAN & CAROL WISKUP signed and delivered the said instrument as A free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27TH day of APRIL, 1995

My Commission expires: 1-6-96

OFFICIAL SEAL
JOHN W. JONES SR
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 1/6/96

John W. Jones Sr
Notary Public

95319391
MAIL TO