# MAIL TO & PRETARED FOR FRANCES CARNIFIC FF 87 14 57 COP V06E-005592-20 1211 W. 22nd ST. STE 727

OAK BROOK, ILL. MORTCACE

MORTGAGE

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

DUN 333 3 ØD

THIS INDENTURE, Made this

20TH

day of

APRIL

1987 between

JACK L. DAVIS, EXHERENEXHER HORXELECK REMARKIED AND NANCY L. O'CONNOR, XDAVERED X HOX SHORE REMARKED WIFE COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES INC.

THE STATE OF CALIFORNIA

, Mortgagor, and

Mortgagee THE STATE OF CALIFORNIA

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

SEVENTY FIVE THOUSAND SIX HUNDRED AND 00/100THS---- Dollars (\$ 75,600.00

payable with interest at the rate of ance until paid and made payable to the order of the Mortgagee at its office in IRVINE OF ALTROPHIA or at such other place as the holder may designate in writing, and deliver-

ed; the said principal and interest being payable in monthly installments of

FIVE HUNDRID EIGHTY ONE AND 30/100THS-Dellars (\$ 581.30 ) on the first day of JUNE , 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 MAY, 2017.

NOW. THEREFORE, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the or normance 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 in county of COOK and the State of Illinois, to wit:

UNIT NUMBER 2301 IN THE CARL SANDBURG VILLAGE CONDOMINIUM NO. 2, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: A PORTION OF LOT 5 IN CHICAGO LAND. CLEARANCE COMMISSION NO. 3, BEING A CONSOLIDATION OF LOTS AND PARTS J'LOTS AND VACATED ALLEYS IN BRONSON'S ADDITION TO CHICAGO AND CERTAIN RESUBDIVISIONS ALL IN THE NORTH EAST & OF SECTION 4, TOWNSHIP 39 NORTH, RING: 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25032909 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 17-04-207-086-1020 VOL. 498.
PROPERTY ADDRESS: 1460 SANDBURG TERRACE #2301, CHICAGO, ILLINOIS 60610.
\*\*CONDOMINIUM RIDER ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER with all and singular the tenements, hereditaments and argumenances thereunto belonging, and the rents; issues, and profits thereof, and all apparatus and fixtures of ever it ind 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 instures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set orth free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinoise, 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 here-inafter 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 incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the 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 lies 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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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.

gible for interesting the Department of 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 from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgage of the holder of the note may, at its option, declare all sums secured hereby immediately due and THE MURTCACOR FURTHER AGREES that should this mortgage and the note secured hereby not be eithor insurance under the National Housing Act within 30 days from the date hereof (written state.

a public use, the damages, proceeds, and the consideration for such acquired to the extent of the full amount of indebtedness upon this Mortgage, and the Northwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not. THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for

snail or neig by the mortgagee. In event of loss Mortgagon will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagon, and each insurance company concerned is hieby sutharized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee of insurance proceeds, or any part thereof, may be applied by the Mortgagee of its softion either to the insurance proceeds, or any part thereof, may be applied by the Mortgagee of its softion either to the insurance proceeds, or any part thereof, may be applied by the Mortgagee of its softion either to the insurance proceeds, or any part thereof, may be applied by the Mortgagee of its softion either to the insurance property damaged. In event of forectosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness accused hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force ahalt pass to the purchaser or granteed be condemned under any nowned or premises. Or any oat thereof he condemned under any nowned or premised or any oat thereof. All insurance shall be carried in companies approved by the Mortgagee and the policis, and renewals thereof shall be held by the Mortgage and in in in in in insurance clauses in tave. It is not the mortgage and in the carried in the carried in the companies of the carried in the carried in

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, insand contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay prompt and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay prompt and contingencies in such amounts on such insurance provision for payment of which has not been made hereinbefore

of the premises hereinabove described.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mottgagot does hereby assign to the Mottgagee all the tents, issues, and profits now due or which nay hereafter become due for the use

aussection (a) or the preceding paragraph which the mongages has not become obligated to pay to the provisions of Housing and Urban Development, and any balance tensining in the funds accumulated under the provisions of this mortgage resulting in a public sale of the premises covered neteby, or if the Mortgagee acquires the property of the Mortgagee shall apply, at the time the commencement of such proceedings or at the time the property is otherwise acquired, the balance their commencement of such proceedings or at section (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall property adjust any payments which shall have been made under subsection (a) of the presaid note and shall property of any payments which shall have been made under subsection (a) of the preceding paragraph. hereby, full payment of the entire indebtedness somesented thereby, the Mortgagee shall, in computing the mount of such indebtedness, credit to the account of the Mortgagee has not become obligated to pay to the Secretary subsection (a) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary it at any time the Mortgagor shall tender to the Mr. Bagee, in accordance with the provisions of the note secured. premiums, as the case may be; such excessions and the Morigagor. If, however, the monthly payments and east-saments, or the Morigagor in the monthly payments made by the Morigagor under subsection (b) 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 Morigagor shall pay to 'ne Morigage's any amount necessary to make up the deficiency, on and payable, then the Morigagor shall pay to 'ne Morigage's ary amount necessary to make up the deficiency, on or before the morigagor shall be due. 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 expendently to the Mortgagor, shall be credited on substantial to be considered on the mount of the Mortgagor, shall be credited on substantial to be considered on the mount of the m

If the total of the payments made by the Mortgagor under subsection, biof the preceding paragraph shall exceed Any deliciency in the annual of any such aggregate monthly payment shall, unless made good by the Mortgagos prior to the due date of the rest such payment, constitute an event of default under this mortgage. The Mortgagee may collest a "late charge" not to exceed four cents (4s) for each dollar (5l) for each payment more than fifteen (15) days in acrears, to cover the exits appear involved in handling delinquent payments.

(c) Ally syments mentioned in the two preceding subsections of this paragraph and all payments to be made under the noise accused hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgager to the following teems in the cides set forth:

(1) Are into charges under the cont act of insurance premiumly as the case may he.

(11) gr or rents, it any, takes, apecial assessments, lite, and other hazard insurance premiums.

(12) gr or rents, it any, takes, apecial assessments, lite, and other hazard insurance premiums.

(13) gr or rents, it any, takes, apecial assessments, lite, and other hazard insurance premiums.

(14) amounts ton the noir secured hereby, and

(15) amounts ton in the principal of the said nois.

A sum equal to the ground tents, if any, nextdue, plus the property, blus texts become due and payable on policies of the ground tents, if any, nextdue, plus the premiums that will next become due and payable on on the mortgaged property (all as estimated by the Mortgages) test at laura siready paid therefore one number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assuments will become delinquent, such sums to be held by Mortgager in trust to pay said ground rents, premiums, taxes and such and special assessments, and the mortgage of this parameters and special assessments and property of this parameters and special payable in the two preceding subsections of this parameters and all payments to be made used.

(11) If and so long as and note of even date and this instrument are held by the Socretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which abalt he in an amount equal to one-wellth (L/LS) of one-half (1'S) per centum of the average outstanding balance due on the note components, and the secount delinquencies or prepayments,

(d) An amount sufficient to provide the holder hereof with funds to pay the next mortgage indutance premium if this interment and the note secured hereby see insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Uhan Development, as follows;

(1) If and so long as said note of even date and this instrument are insured or are reinaured under the provisions of the finite holds and the smouth authorient to accumulate in the heads of the holder one (1) month print to its doue 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 Mational Housing Act, as amount a paying and Urban Development pursuant to the Mational Housing and Urban as amended, and applicable Heginston there is instrument are held by the Secretary of Housing and Urban as a amended, and septimeable Regulations instrument are held by the Secretary of Housing and Urban and Will and as long as a send note of even date and this instrument are held by the Secretary of Housing and Urban and Utban and Utban are held by the Secretary of Housing and Urban and Secretary of Housing and Secretary of Secre

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 Mortgagoe, on the first day of each month until the said note is fully paid, the following sums:

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AND the said Mortgagor further coverants and agrees as follows:

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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 at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of the person or persons liable 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, 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 research to solve the said premises, 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.

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable significant half 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 indibilities secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL Poincluded 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 agree perty 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 or line 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 issigns 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.

John Dois	[SEAL]	Vancy ()	CONNOL [SEAL]
JACK L. DAVIS	[SEAL]	NANCY 4. O'CO! NOR	
STATE OF ILLINOIS	705 S. S. S.		0.
COUNTY OF	1987 J. R 22 F 1 12:	ss: .1920 8721	1572
person and acknowledged that THE free and voluntary act for the uses a	JACK L. DAVIS, XXI JACK L. DAVIS, XXI Subscribed to the for subscribed, sealed, a	, a notary public, in and working the same and working the same and instrument, appear and delivered the said instruction, including the release	for the crunty and State  EXECUTED AND HIS  Now to me to be the same  ed before me this day in  rument as THEIR
Notary Public My CHMHISSIGH	AL SEAL		"OFFICIAL D. 19 87  "OFFICIAL D. 19 87  Ilene D. Joh  Public Notary Public ommission form
(	County, Illinois, on the	day of	A.D. 19
at o'clock	m., and duly recorded in	Book of	Page

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ILLINOIS

#### FHA MORTGAGE RIDER

The Rider dated the amends the Mortgage of even of AND NANCY L. O'CONNOR, X the Mortgagor, and Coldwell B	20TH day of late by and between XXVIII American XXVIII anker Residential	APRIL , JACK L. DAVIS MORYBENARE INTER MORTGAGE Servic	1987 • ************************************	JD 00
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 prive to prepayment."

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

"Prvilege is reserved to pay the debt, in whole or in part, on any install m nt due date."

D IW HIS WIFE. JVD day and year first aforesaid.

> MML. DAVIS (SEAL) JICK L. DAVIS nno

> > Notar Public

"OFFICIAL SEAL" llene D. Johnson Notary Public, State of Illinois My Commission Expires Mat. 8; 1995

NANCY L. D'CONNOR

:		8721
	C <sub>2</sub>	157
:	7	•
	State of Illinois, county ss:	
	I, THE UNDERSIGNED a Notary Public in aid for said	ر بادر
	County and state, do hereby certify that JACK.I. DAVIS, MANAGER AND NANCY L. O'CONNOR, HIS WIFE.	<b>19</b> 0
·*	., personally known to me to be the same person(s)	
	whose name(s) . ARE subscribed to the foregoing instrument, appeared before	
	me this day in person, and acknowledged that The $\gamma$ signed and delivered the said	
	instrument as THEIR free and voluntary act, for the uses and purposes	
	therein set forth.	
	Given under my hand and official seal, this .20TH DAY OF APRIL,19 87	•
	My Commission expires:	

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#### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this20TH day ofAPRIL
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 GOLDWEL
BANKER RESIDENTIAL MORTGAGE SERVICES INC., A CALIFORNIA GORPORATION (the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:
Of the same date and covering the Property 42301 Cuteaco Till Thore 40410
1460 SANDBURG TERRACE #2301 CHICAGO LILLINGIS 60610
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project
known as:
CARL SANDBURG VILLAGE CONDOMINIUM Project]
(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.
CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument,
Borrower and Leniler further covenant and agree as follows:
A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium
Project's Constituer. Pocuments. The "Constituent Documents" are the: (i) Declaration or any other document which
creates the Condominion Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall
promptly pay, when Le. It dues and assessments imposed pursuant to the Constituent Documents.
B. Hazard Insurince. So long as the Owners Association maintains, with a generally accepted insurance carrier, a
"master" or "blanket" polic, or the Condominium Project which is satisfactory to Lender and which provides insurance
master of blanket policy of the Condominum Project which is substantially to Lender and which provides insurance
coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included
within the term "extended coverage," then:
(i) Lender waives the ard vision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of
the yearly premium installments for hav x d insurance on the Property; and
(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property
is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.
Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.
In the event of a distribution of hazara ir surance proceeds in lieu of restoration or repair following a loss to the
Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be

paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are helefy assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after rouce to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium P(oject, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the rrovision is for the express benefit of Lender:

(iii) termination of professional management and assumption of self-manage nant of the Owners Association;

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies, if Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower such and by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

or

JACK L. DAVIS

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

This RIDER is made this 20TH day of APRIL , 19 87 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 EARKER RESIDENTIAL MORTGAGE SERVICES, INC. (the Lender) of the same date and covering the Property described in the Security Instrument and located at:

1460 SANDBURG TERPACE #2301. CHICAGO, ILLINOIS 60610

The Lender, with the prior approval of the Federal Housing Commissioner, or his designed, shall declare all sums secured by this Security Instrument to be due and payable if all or a part of the property is cold 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 the Commissioner.

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

BORROWER JACK L. DAVIS

BORROWER NANCY L. O'CONNOR

BORROWER

BORROWER