MORTGAGE

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

06c-006356-20X

131:5102093-703

THIS INDENTURE, Made this

19TH

day of JUNE

, 1987, between

LEONID MILEYKOVSKY AND MALVINA MILEYKOVSKY, HIS WIFE COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES, INC.

, Mortgagor, and

a corporation organized and existing under the laws of THE STATE OF CALIFORNIA 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 SIXTY FIVE THOUSAND EIGHT HUNDRED FIFTY AND 00/100THS-----Dollars (\$ 65,850.00

TEN AND

payable with interest at the rate of ONE HALF per centum (10.500 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in IRVINE

CALIFORNIA 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

SIX HUNDRED TWO AND 36/100THS------ Dollars (\$ 602.36) 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 and, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of JULY, 2017.

NOW, THEREFORE, he 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 hie county of COOK and the State of Illinois, to wit:

SEE ATTACHED LEGAL DESCRIPTION

DHO an

PERMANENT INDEX NUMBER: 10

10-30-125-059 & 10-30-125-198 Paracell Parage

PROPERTY ADDRESS: 7911 NORDICA AVENUE, NILES, ILLINGIS 60648

Daldwell Baricer Residential Martsases

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, rule, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set to the 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 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 puy to the Mortgagee, as hereinafter 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 lien 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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terest thereon, shall, at the election of the Mottgages, without notice, become immediately due and payable. by 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 temaining unpaid together with accruad interest herein stipulated, then the whole of said principal sum temaining unpaid together with accruad interest inserting and naushier.

Delyante 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 ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and THE NORTGACOR FURTHER AGREES that should this mortgage and the note secured hereby not be eli-

uess secrited hereby, whether due or not. a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Morigage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortagedness upon this Morigage to the Morigage to the Morigage to the Morigage to the indebted-THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for

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. event of foreclosure of this mottgage of other transfer of title to the mottgaged property in extinguishment of the anation of the Mottgagee. In event of forsy Mottgagor will give immediate by mail to the Mottgagee. In event of forsy Mottgagee and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mottgagee instead of to the Mottgagee and hortgagee of jointly, and the insurance proceeds, or any part thereof, may be applied by the Mottgagee at its spiton either to the insurance proceeds, or any part thereof, may be applied by the Mottgagee at its spiton either to the insurance proceeds, or any part thereof, may be applied by the Mottgagee at its spiton either to the insurance proceeds, or any part thereof, may be applied by the Mottgagee at its spiton either to the insurance proceeds, or any part the mottgage of the property damaged. In the mottgage of the property damaged. In the mottgage of the property amend of the mottgage of the property amend of the mottgage of All insurance shall be carried in companies approved by the Mortgagee and the policier end tenewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable

ly, when due, any premiums on such insurance provision for payment of which has not bein made hereinbefore. THAT HE WILL KEEP the improvements now existing or hereafter erected or the mortgaged property, insured as may be required from time to time to time by the Mortgagee against loss by the and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgage and will pay prompt.

of the premises hereinabove described. essign to the Mortgegee all the rents, issues, and profits now due or which may letestret become due for the use VAL AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortager does hereby

ceqius batastable. aussection (a) of the preceding paragraph which the mongages has not become obligated to pay to the provisions of Housing and Urban Development, and any balance reliaining in the funds accumulated under the provisions of this of aubsection (b) of the preceding paragraph. If there shall be a default under any of the proceedings on at mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property of the morting apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining unpaid under subsection (b) of the preceding paragraph as a credit against the amount of orincipal then remaining unpaid under saction (b) of the preceding paragraph. arrears, to cover the extra en, has involved in handling delinquent payments.

If the total of the payments modely the Mortgagor under subsection (6) of the preceding paragraph shall exceed the emount of the payments actually mide by the Mortgagor under subsection of the Mortgagor, shall be credited on subsection of the Mortgagor, if the loan is current, at the option of the Mortgagor, shall be credited on subsection of the Mortgagor, if, however, the monthly payments aubsequent payments to be made by the Mortgagor, or refunded to the Mortgagor, if, however, the monthly payments and excessments, or the mort payments and payable, they when the same shall become due and payable, they made the mortal pay to the Mortgagor and payable, they more shall pay to the Aortgagor shall pay to the Aortgagor and excess the case may be, when the same shall become due or facing the more shall become due to assert the mortgagor shall be due, and payable, they mortgagor shall tender to the Mortgagor and account of the Mortgagor at payments and of the note secured the mortgagor and the more premiums shall be due, and any balance to the Mortgagor at payments made under the provisions of Mortgagor and of the Mortgagor and the more shall, in computing the annear and the preceding payament of the secount of the Mortgagor at payments made under the provisions of Mortgagor at Mortgagor at the provisions of the preceding payaments and of the provisions of Mortgagor at the more secured same and Urban, Developments and Developments and of the Secretary of Housing and Urban, Development, and any balance reliaging in the funds account of the Secretary of Housing and Urban, Development, and any balance reliaging in the funds accumulated under the provisions

Any deficiency in the amount of any such aggregate monthly payment shall, unleas made good by the Mortgagen prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may colliser a "tate charge" not to erceed four cents (4.5) for each payment more than lifteen (15) days in the charge the extra en, nas involved in handling delinquant payments.

(c) All tely-ente mentioned in the two preceding aubsections of this paragraph and all payments to be made under the note accused breaby shall be saded together and the aggregate amount thereof shall be paid by the Mortgages to the following items in the order set forth:

(p) pre-nin- or charges under the contract of insurance with the Secretary of Housing and Urban Development, or mon', ity charge under the contract of insurance premium), as the case may be;

(ii) groun' intrees on he note secured hereby, and other hazard insurance premiums;
(iii) stoom' mortgage in the mortgage insurance premium; itre, and other hazard insurance premiums;
(iii) should be accused hereby, and
(iii) amostis sto in the principal of the said note.

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if they are had a secured hereby are insured, of a monthly charge in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Uhban Development, as follows;

(i) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the Mational Housing Act, an amount sufficient to accumulate in the bands of the holder one (1) month pay such premium for the Sacretary of Housing and Uhban Development in order to provide such holder with funds to Day such premium to the Sacretary of Housing and Uhban Development pursuant to the Waterson the second first instrument are held by the Sacretary of Housing Act, to non-the Regulations thereunder, or to non-the said note of even date and this instrument are held by the Sacretary of Housing and Urban Development pursuant to the Garetary of Housing and this instrument are held by the Sacretary of Housing and Urban Development to the Waterson to I see that the tendence premium of the severage outstanding balance due on the most computed of the sacretary of Housing and Urban Development, such such Cons. In the I is not second defined to the sacretary of the Waterson of the mortgage outstanding balance due on the most due on the mortgage of the sacretary and assessments, it ento to the ground rents, it ento to the sacretary to the sacretary of the Materson of nothing to else and payable on the mortgage of mortgage of the mortgaged property, plus the sacretary and assessments, and assessments and assessments and assessments, and assessments, and the sacretary of the sacretary paid therefor divided by the table the sacretary and seen and the sacretary of the sacretary and assessments; and seen and

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:

AND the said Mortgagor further covenants and agrees as follows:

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PARCEL 1: THE EAST 21.17 FEET OF THE WEST 132.34 FEET OF THE NORTH \$\frac{1}{2}\$ OF LOT 4 IN LAWRENCEWOOD GARDENS, A SUBDIVISION IN THE NORTHWEST \$\frac{1}{2}\$ OF SECTION 30, TOWNSHIP \$\frac{1}{2}\$ NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: AN UNDIVIDED 1/16TH INTEREST IN THE WEST 15.0 FEET OF SAID LOT 4 IN LAWRENCEWOOD GARDENS, IN COOK COUNTY, ILLINOIS.

PARCEL 3: E SEMENTS AS SET FORTH IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 1840293, AND BY THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT NUMBER 17832:29 FOR THE BENEFIT OF PARCELS 1 AND 2 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 10-30-125-059 & 10-30-125-198

PROPERTY ADDRESS: 7911 NORDICA AVENUE, NILES, ILLINOIS 60648

87356465

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 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 IF 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 wherein by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys of 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 indebtaces 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 stenographors' fees, outlays for documentary evidence and cost of said abstract side examination of little; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the nortgage 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 impaid. 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 agreements 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 Jenifits 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 HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and arsigns 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. eonid Milerika 11100 [SEAL] LEONID MILEYKOVER MALVINA MITEYKOVSKY STATE OF ILLINOIS Dupage COUNTY OF , a notary public, in and for the county and State ľ. THE UNDERSIGNED aforesaid, Do Hereby Certify That LEONID MILEYKOVSKY and MALVINA MILEYKOVSKY , his wife, personally known to me to be the same person whose name S subscribed to the foregoing instrument, appeared before me this day in ARE signed, sealed, and delivered the said instrument as THEIR person and acknowledged that THEY free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead. GIVEN under my land and 19TH day , A. D. 1987 JUNE Notary Public s Aur. 34, 1991 DOC. NO. Filed for Record in the Recorder's Office of County, Illinois, on the day of A.D. 19

m., and duly recorded in Book

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Property of Coot County Clark's Office

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ILLINOIS

FHA MORTGAGE RIDER
The Rider dated the 19TH day of JUNE, 1987
amends the Mortgage of even date by and between LEONID MILEYKOVSKY AND MALVINA MILEYKOVSKY, HIS WIFE
the Mortgagor, and Coldwell Banker Residential Mortgage Services, Inc. the Mortgagee, as follows:
 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 tonumbered paragraph, page 2, is amended
by the addition of the following:
"Prvilege is reserred to pay the debt, in whole or in part, on any installment due date."
IN WITNESS WHEREOF, LEONIO MILEYKOVSKY AND MALVINA MILEYKOVSKY, HIS WIFE TOOKS / have set xiches/hesof their hand(s) and seal the
day and year first aforesaid.
TECNID MILEYKOVSKY MAJVINA MILEYKOVSKY (SEAL) MAJVINA MILEYKOVSKY
State of Illinois,
I, THE .UNDERSIGNED
county and state, do hereby certify that .LEONID MILEYKOVSKY AND MALVINA MILEYKOVSKY
HIS WIFE
whose name(s) ARE subscribed to the foregoing instrument, appeared before
me this day in person, and acknowledged thatT.hey signed and delivered the said
instrument as
therein set forth.
Given under my hand and official seal, this . 19TH.DAY.OF JUNE,19 87
Given under my hand and official seal, this . 19TH.DAY.OF JUNE ,19 87

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UNOFFICIALS COLLABORATION 131:5102093-703

RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (5-80)

This rider attached to and made part of the Mortgage between LEONID MILEYKOVSKY
AND MALVINA MILEYKOVSKY HIS WIFE , Mortgagor, and COLDWELL,
BANKER RESIDENTIAL MORTGAGE SERVICES, INC., A CALIFORNIA CORPORATION
Mortgagee, dated JUNE 19, 1987revises said Mortgage as follows:

1. Page 2, the second convenant 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 suma:

- (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 mortgage property (all as astimated by the Mortgagee) less all sums already paid therefor the idea 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 sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and
- (b) All payment: vertioned 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 fortgagee 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 nots recured 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 Morcagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgages 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 cutra expense involved in handling delinquent payments.

If the total of the payments made by the Moragagor 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 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 assessmonts, or insurance premiums, as the case may be, when the same shall become une 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 Hortgood 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 shell 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

1.

Property of Cook County Clerk's Office
7 30' MOTEREOF MALVINA MILETROVSKY

MOTEROFO MILETROVSKY

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

Housing and Urban Development. the mortgage insurance premium to the Department of Housing Antidat to the Mortsages's failure to remit the ineligibility for insurance under the Mational This option may not be exercised by the Mortgague when

: 95093088

Page 2, the penultimate paragraph is amended to add the following

bise tabnu bisquu gninismer nedd taqionirq to sunes eth design dibero funds accumulated under subsection (a) of the preceding paragraph as a time the property is otherwise acquired, the balance then remaining in the shall apply, at the time of the commencement of such proceedings or at the

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

This RIDER is made this 19TH day of JUNE , 198 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 SANKER RESIDENTIAL MORTGAGE SERVICES, INC. (the Lender) of the same date and covering the Property described in the Security Instrument and located at:

7911 NORDICA AVENUE, MILFG, ILLINOIS 60648

(Property Address)

The Lender, with the prior approval of the Federal Housing Commissioner, or his design(e, 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 Your 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 forms and provisions contained in this RIDER.

MILEYKOVSKY

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