### RIDER

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DONNA	М.	SAWYE	R, MAR	RIED TO	DARN	ELL S	AWYER	Mort	gago	r, a	nd Fleet	,
•		_		rtgage					RY -22			······································
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The Mortgage shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately 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 Mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

Scira M. Jawie (2001)

DONNA M. SAWYER, MARRIED 10 DARNELL SAWYER

(Seal)

Mortgagor

FHA Rider - IN, IL, KS, KY, MA, MI, NH, NJ, NY, OK, PA, VT, WI

THIS INSTRUMENT WAS PREPARED BY: CREGIES ASSISTANT FOR:

Fleet Martgage Corp.

10040 SOUTH WESTERN AVE. CHICAGO, ILLINGIS 60643

FMC #552404-1
State of Illinois

### Mortgage

FHA Case No.

131:5303793-748

This Indenture, Made this

22ND

day of

**FEBRUARY** 

, 19 88, between

DONNA M. SAWYER, MARRIED TO DARNELL SAWYER

, Mortgagor, and

FLEET MORTGAGE CORP.

a corporation organized and existing under the laws of THE STATE OF RHODE ISLAND

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

MARCH . 1018.

Now, therefore, the said Mortgagor, for the better s curing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained dres by these presents Mortgage and Warrant unto the Mortgagee, 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:

LOT THIRTY NINE (39) AND THE NORTH HALF (1/2) OF LOT THIRTY EIGHT (38) IN WAKEFORD THIRD ADDITION BEING A SUBDIVISION OF BLOCK THIRTLEN (13) IN WAKEMAN'S SUBDIVISION OF THE EAST HALF (1/2) OF THE SOUTH EAST QUARTER (1/4) OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

7825 ST. LAWRENCE CHICAGO, IL

PIN# 20-27-428-008 H ROALL

COL TO OFFICE

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

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (i)) in accordance with the regulations for those programs.

3106891

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		Coop		3 - УАБ <b>3 де Согр</b> 3 - УАБ	THIS INTERNATION OF THE CALCADOR OF THE CALCAD
		98#9		and duly recorded in Book	at o'clock m
Notary Public		rd in the Recorder's Offi		"OFFICIAL SPINS 6/15/21 SANDRA WISHIEWSE, SANDRA WISHIEWSE, COFFICIAL SPACE	
88 - 91 . Q.A.,	February Mynamber	Vab DANAMA	briss	sidt 1898 Jairano!? bra	Given under my hand
e to be the same e me this day in	KNANCK personally known to me sing instrument, appeared befor said instrument as HER waiver of the right of homesters.	IRRIED TO DARNEL!  subscribed to the forego sested, and delivered the including the release and	signed, s srein set forth,	ctify That DONNA M. 1.5 J. that SHE 5. the uses and purposes the	I, THE UNDERSI ANG Serson whose name person and acknowledge free and voluntary act for
					State of Illinois County of Cook
[[895]]			89S		
			TE SAMYER	. MARRIED TO DARNE	DONNY W' SYMLER
(Seal)			day and year (	scal of the Mortgagor, the	Witness the hand and

of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of fore closure 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 power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured her by remaining unpaid, are hereby assigned by the Mortgager to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due of you.

The Mortgagor Further Agrees that should this mortgage and the note secured hereby not be eligible for insurance under the NINETY National Housing Act, within days from the date hereof twritten statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated NINETY subsequent to the 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 vs. option, declare all sums secured hereby immediately due and payable. Notwithstanding the foregoing, this option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

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 in terest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

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 of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises and without regard to the value of said premises or whether the same shall be then 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 defi ciency, during the full statutory period of redemption, and such rents, issues, 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 Mortgager 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.

An in Case of Foreclosure of this mortgage by said Mort gagee 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 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 indebtedness 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 substances advertising, sale, and conveyance, including attorneys', so icrosts', 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 mode; (3) all the accrued interest remaining unpaid on the indebt grees hereby secured; and (4) all the said principal money remaining unpaid. The overplus of the proceeds of the sale, if any, shall then the points of the Mortgagor.

If the Mortgagor shall pay such note at the time and in the manner aforesaid and shall abide by comply with, and duly perform all the covenants and agreements berein, then this conveyance shall be null and void and Mortgagoe will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and otortgagor hereby waives the benefits of all statutes or laws winds, a quire the earlier execution or delivery of such release or satisfaction by Mortgagoe.

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 assigns 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.

P8ge 2 of 4

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgages) 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, premiunts, taxes and assess to the date when such ground rents, premiunts, taxes and assess.

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

any installment due date.

That privilege is reserved to pay the debt, in whole or in part on

And the said Mortgagor further covenants and agrees as follows:

rpereof to satisfy the same.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required not 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 improvement 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

MORGASOR.

In case of the refusal or neglect of the Mr. reagor to make such payments, or to satisfy any prior lien or incu no anice other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insutance premiums, when due, and may make assessments, and insutance premiums, when due, and may make may repairs to the property herein mortgaged as in its direction it may deem necessary for the proper preservation thereof, and any moneys so paid or the proper preservation thereof, and any debtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the the sale of the mortgaged premises, if not otherwise paid by the

Mortgagee.

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 malerial hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assestments on said premises, or any tax or assessment that may be levied by authority of the State of II. Jinois, or of the county, town, village, or city in which the said finois, or of the count, town, village, or city in which the said lines, or of the count, town, village, or city in which the said thereof; (2) a sum sufficient of keep all buildings that may at any time be on said premises, doing, the continuance of said in debtedness, manted for the benefit of the Mortgagee in such forms debtedness, manted for the benefit of the Mortgagee in such forms of insurance, and in such amounts, at may be required by the of insurance, and in such amounts, at may be required by the

#### Vuq Zaiq Morigagor covenants and agrees:

To Have and to Hold the above-described premises, with the appurientances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Freemption Laws of the State of Illinois, which said rights and benefits to said Mortgagor does hereby expressly release and waive.

That He Will Keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by lite and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay prompt ly, when due, any premiums on such insurance provision for pay ment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and the motice has a policies and renewals thereof shall be held by the Mortgagee and in form have attached thereto loss payable clauses in favor of and in form formation of the mortgager will give minediate notice by mail to the Mortgagee, who may make proof immediate notice by mail to the Mortgagee, who may make proof

And as Additional Security for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgager all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

the amount of principal then remaining unprid under said note. under subsection (a) of the preceding pragraph as a credit against acquired, the balance then remaining it the funds accumulated ment of such proceedings or at the ime the property is otherwise default, the Mortgagee shall conty, at the time of the commencehereby, or if the Mortgagee acquires the property otherwise after of this mortgage resulting in a public sale of the premises covered paragraph. If there shall be a default under any of the provisions cumulated under the provisions of subsection (a) of the preceding count of the Mor gagor any balance remaining in the funds acin computing the amount of such indebtedness, credit to the acof the entire indebtedness represented thereby, the Mortgagee shall, dance vith the provisions of the note secured hereby, full payment any it in the Mortgagor shall tender to the Mortgagee, in accormile, 'axes, assessments, or insurance premiums shall be due. If at dericiency, on or before the date when payment of such ground spall pay to the Mortgagee any amount necessary to make up the when the same shall become due and payable, then the Morigagor taxes, and assessments, or insurance premiums, as the case may be, preceding paragraph shall not be sufficient to pay ground rents, payments made by the Mortgagor under subsection (a) of the gagor, or refunded to the Mortgagor. If, however, the monthly shall be credited on subsequent payments to be made by the Moresuch excess, if the loan is current, at the option of the Mortgagor, taxes, and assessments, or insurance premiums, as the case may be, of the payments actually made by the Mortgagee for ground rents, subsection (a) of the preceding paragraph shall exceed the amount If the total of the payments made by the Mortgagor under

Any deliciency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (51) for each payment more than lifteen (15) days in attears, to cover the extra expense involved in handling delinquent payments.

(iv) late charges

(iii) interest on the note secured hereby; amortization of the principal of the said note; and

hazard insurance premiums;

forth: (f) ground rents, if any, taxes, special assessments, fire, and other

paragraph and all payments to be made under the note secured bereby 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 Mortgages to the following items in the order set

(b) All payments mentioned in the preceding subsection of this

ments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and