### SECURITY INSTRUMENT RIDER

THIS RIDER to the Security Instrument is made this 24th day of June . 1986 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(s)") to secure the Eurower(s)' Note to

### CARL I. BROWN AND COMPANY

(the "Lender") of the same date and covering the Property described in the Security Instrument to which this Rider is attached.

The Security Instrument to which this Rider is attached shall be amended by adding thereto the following described Paragraph:

"The mortgagee shall, with the prior approval of the cederal Housing Commissioner, or his designee; declare all sums secured by this mortgage to be immediately due and proble if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation or law) by the mortgagor, pursuant to a contract of sale executed not later than 12 months after the date on which the mortgage is endorsed for insurance, to a purchaser whose tredit has not been approved in accordance with the requirements of the Commissioner. [If the property is not the principal of secon lary residence of the mortgagor, "24 months" must be surstituted for "12 months."]

BY SIGNING BELOW, Borrower(s) accept(s) and agree(s) to the terms and provisions contained in the Security Instrument Rider.

GREGORY L. GALMINASY A BACHELOR (Mortgagor)

FLORENCE L. GALMINAS, A WIOCA (Mortgagor)

(Mortgagor)

(Mortgagor)

Witness

F4A Assumption Rider 12/1/86 Revised 2/5/88 3718776

Property or Cook County Clark's Office

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2011

State of Illinois

### Mortgage

131-5458542-703

24th . 19 88 This indenture, made this day of June GREGORY L. GALMINAS, A BACHELOR AND FLORENCE L. GALMINAS, A WIDOW----Morgagor, and as Joint Tenants with Right of Survivorship CARL I. BROWN AND COMPANY the State of Kansas corporation organized and existing under the laws of Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagie, as is evidenced by a certain promisory note bearing even date herewith, in the principal sum of FORTY-NINE THOUSAND FIVE HUNDRED SIXTY-FOUR AND NO/100-----Dollary 18 49,564.00 payable with interest at the rate of ELEVEN AND ONE-HALF 11.50 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in Overland Park, Kansas at such other place as the holder may designate in writing, and delivered, the said principal and interest being payable in monthly installments of FOUR HUNDRED NIJETY-ONE AND 18/100-----Dolfars (5 491.18 on the first day of , 19 88, and a like sum on the first day of each and every month thereafter until the note. is fully paid, except that the Ing. payment of principal and interest, if not sooner paid, shall be due and payable on the first day

Now, Therefore, the said Mortgagot, to the botter securing of the payment of the said principal som of money and ancrest and the performance of the covenants and agreements here is contained, does by these presents Mortgage and Warrant unto the Mortgagee, meascessors or assigns, the following described Real Estate situate, lying and being in the county of and the State of Illinois, to wit:

Lot Two Hundred Ninety-Three (293) in Fieldcrest Fifth Addition, a Resubdivision of Lots 2 to 27 inclusive in Block 12; Lots 2 to 25 inclusive in Block 13, Lots 2 to 31 inclusive in Block 14, and Lots 1 to 18 inclusive in Block 15, in Willowick Estates being a Subdivision of part of the South West France (1/4) and part of the South East Quarter (1/4) North of the Indian Boundary Line of Section 22, Township 36 North, Range 13, East of the Third Principal Meridian, according to the Flat of Said Fieldcrest Fifth Addition, Registered in the Office of the Registrar of Titles of Cook County, Illinois, on October 3, 1962, as Document Number 2058774.

Subject to easements, restrictions, reservations and covenings, if any, now of record.

Property address: 4359 Mann Street, Cak Forest, Il.

PIN# 28-22-411-046

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 planning 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 mortpages insured under the one- to four-family programs of the National Housing Act which require a One-Time Mortgage Insurance Primitim payment (including sections 205(b) and (i)) in accordance with the regulations for those programs.

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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 forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and subenefits to said Mortgagor doe; hereby expressly release and waive.

#### And Said Mortgagor covenints and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, solvithing 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 hereinafter provided, until said more is fully paid, (1) a sum sufficient to pay all taxes and assessments int said premises, or any tax or assessment that may be legied 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 of arep all buildings that may at any time be on said premises, do the the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such anidants, as may be required by the Mortgagee.

In case of the refusal or reglect of the Moningor to make such payments, or to satisfy any prior lien or incursor once other than that for taxes or assessment on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and has make such repairs to the property herein mortgaged as in its direction it may deem necessary for the proper preservation thereof, and my moneys so paid or expende #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 reliwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or ax lien upon or against the premise, described herein of any part thereof or the improvement situated thereon, so long as the Mortgagor shall, in good faith contest the same or the valid of thereof by appropriate legal proceedings brought in a count of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or confeiture of the said premises or any part thereof to satisfy the sarot.

And the said Mortgagon further covenants and agrees as follows:

That he will promptly say the principal of and interest on the indebtedness evidenced by the said note, at the times at d it, the matner through provided. Privilege is reserved to pay the debt in while or in part on any installment due date.

- at, together with an ilm addition to, the monthly payments of print oal and interest payrible under the terms of the note secured hereb—the Mortgagor will pay to the Mortgague, on the first day of each month until the slid note is fully paid, the following sums:
- ta) A sum equal to the ground rents, if any, next due, plus it e 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 iall as estimated by the Mortgaget less all sums already paid therefor divided by the number of months to clapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become definquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and

special assessments; and

- for All payments mentioned in the preceding subsection 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 Mortgagee to the following items in the order set forth:
- (b) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums:
- (ii) interest on the note secured hereby;
- dib) amortization of the principal of the said pole, and
- (b) late charges.

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 Mortgagee may collect a "late charge" not to exceed four cents (46) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraphyshall exceed the amount of the payments actually made by the Morigagee for ground rents, tixes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Miritagor. shall be credited on subsequent payments to be made by the Mort gagor, or refunded to the Mortgagor. If, however, the monthly glayments made by the Mortgagor under subsection (a) of the freeeding 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 Mortgagee any amount necessary to make up the policiency, on or before the date when payment of such ground erits, 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 eat) e indebtedness represented thereby, the Mortgagee shall, in comparing the amount of such indehtedness, credit to the ne count of the hiorigapor any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding purugraph. If there are the a default under any of the provisions lof this mortgage resulting in a public sale of the premises envered hereby, or if the Morigagie acquires the property otherwise afterdefault, the Mortgagee shall apply, as the time of the commence ment of such proceedings or at the time the property is otherwise acquired, the balance then remaiting in the funds accumulated under subsection (a) of the preceding main graph as a creun against the amount of principal then remaining or paid under said note

And as Additional Security for the paymer (5) the indebtedness aforesaid the Mo 'gagor does hereby assign to the Mortgagee all the rents, issues, and profits 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, insured as may be required from time to time by the Morrage against loss by fire and other hazards, casualties and contingencies in sich 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 payment of which has not been made hereinbelt. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof

of loss if not made promptly by Morigagor, 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 bereby remaining unpaid, are hereby assigned by the Mortgagor 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 not

The Mortgagor Further Agree, that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act, within sixty from the date hereof twritten statement of any officer of the Department of Housing and Froan Developited, or Jathorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty time from the date of this mortgage, declining to insure and note and this mortgage being deemed conclusive proof of such locifigibilityl, the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable, root withstanding 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 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 interest 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 tiling 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 solveney 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 deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, coxts, taxes, insurance, and other items necessary for the protection an preservation of the property.

Whenever the said Mortgagee shall be piaced in possession of the above described premises under an order of a court in which an action is pending to forectose 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 of 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 Mort gagor or others upon such terms and conditions, either with a 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 Foreelosure of this mortgage by said Mort gagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's rees, and stenographers' fees of the complainant in such proceeding, and also for all outlass for documentary evidence and the cost of a complete abstract of title for the purpose of such foreelosure; 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 hen and charge into the said premises under this mortgage, and-all soon 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: (If Ail the costs of such suit of stors, advertising, sale, and conveyance, including attorneys), solitors, and stenographers lees, outlays for documentary evidence and cost of said abstract and examination of title. (If all the moneys advanced by the Mortgages, if any, for the purpose authorized in the mortgage with interest on such advances at the rate of forth in the note secured hereby, from the time such advances a confide. (If all the accrued inferest remaining unpaid on the indebtouries hereby secured, and (4) all the said principal money recire only unpaid. The overplus of the proceeds of the sale, if any, shall then be paid to the Mortgagor.

If the Mortgagor shall pay salo note at the time and in the manner aforesaid and shall abid by, comply with, and duly perform all the covenants and agreemints recein, then this conveyance shall be null and void and Mortgage 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 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.

Witness the ha	nd and seal of He Mor	tgagor, the day and y	ear first written.			١.
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SREGORY	L. GALMINAS, A		Seal	E L. GALMINAS,	A WIDOW	<u>-(15</u> 08))
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