# UNOFFICIA

#### MORTGAGE

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

November MARTEINDERTHRER MACHINORCED AND NOT SINCE REMARRIED

1985, between

, Mortgagor, and

Margaretten & Company, Inc., a corporation organized and existing under the laws of the state of New Jersey and authorized to do business in the state of Illinois, 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

One Hundred Twenty-Three Thousand, Nine Hundred Thirty-Seven and 00/100 123,937.00 ) payable with interest at the rate of

(S Twe (ve Per Centum %) per annum on the unpaid balance until paid, and made per centum ( payable to the order of the Mortgagee at its office in Perth Amboy, NJ 08862, 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

1,275,31 Dollars (\$ , 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

NOW, THEREFORE, the said Morga or, 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 Nor gages, its successors or assigns, the following described Real Estate situate, lying, and being in the county of Illinois, to wit:

LOT 39 IN BLOCK 5 IN THE SUBDIVISION OF BLOCKS 5 AND 6 AND THE WEST HALF OF BLOCK 7 IN SUBDIVISION OF BLOCK 44 IN SHEFFIELD'S ADDITION TO CHICAGO SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-29-303-028 APPROPERTY ADDRESS: 2722 2722 N. Wayne Ave. Chicago, IL 60614

"REFERENCES HEREIN TO A MONTHLY MORTGAGE MOURANCE PREMIUM AND AMENDED OR DELETED BY THE ATTACHED RIDER TO THIS MORTGAGE,"

PROTESTANT RIDER ATTACHED HERETO SOME CO

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.

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 undersand 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.

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ere all that represents the increase exempted for all to the control of the contr Her for the communication for these contracts and the contract of the contract Superson description of the control MARGARETTEN & COMPANY, INC.

1887-WILMETTE ROAD, SUITE 6 there will be a common property of the propert Belliperial kind or manned and educated aspectives and a final final section. . E projection in the said County, Illinois, on the day of the day is and duly recorded in Book of the day of the d DOC. NO. This matural was prepared by Rategraph Represent to 20, 67 (27) Mic J. 751 Commission was material and accommod to the commod to the com JET LANGE TONON AND to a contract of the mention of the property of the second of the contract of Apac sint -s. inresion bas bash ym 35bau Navio ment as (his likets) thee and work it ary soi for the uses and purposes therein set forth, hinduding the release and waiver of the right of thomestead in the release and purposes the right of the release and purposes the right of the release and purposes the release and peared: before methiz day in pe. 30 . 4.. 1 acknowledged: that (her shep they signed, sealed, and delivered the said instru-Detecting helore methic day in the second helores the superinted second helores and the second helores are second helores and the second helores and the second helores are second helores ar ALE LE COUNTY CONTRACTOR DE SONT DE SO WITNESS the hand and seal of the Mortgagor, the day and year first written.

AND TO THE PREMILER TO THE PROPERTY OF THE PROPER THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inute, to the capecitive helps Next the parties hereto. Wherever used, the singular municers hereto. Wherever used, the singular municers hereto. Wherever used, the singular municers hereto. Wherever used, the femining and the femi

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AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor 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, in z. sured as may be required from time to time by the Mortgagee against loss by fire and other hazard, 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 payment 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 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 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 foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured berefit the interest of the Mortgagor in and to any insurance policies then 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 grantce.

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 about this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgager to the Mortgage and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

THE MORTO, GOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the Cational Housing Act within 60 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 60 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 payable.

IN THE EVENT of default in raking any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days aft. 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 ci suid 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 in order to place Mortgagee in possession of the premises of the person or persons liable for the payment of the indior divess secured hereby, and without regard to the value of said premises or whether the same shall then be overcied 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 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, i.s. es, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deciciency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, cost, 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 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 us a 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 court; collect 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 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 costract 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 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, and stenographers at the rate set forth in the note see. 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 agreements herein, then this conveyance shall be null and void and Mortgager will, within (30) days, after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgager and Mortgagor, hereby waives the benefits of all statutes or laws which require the earlier execution of 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 Mortgager to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

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(1) If and so long as said note of even data and this instrument are insured, or are remained under the internal properties of even data and this instrument are insured, or are remained under the following the single moter of even data we insured and the insured or a mortgage insurance premium; in the insurance and the insured in the insured are insured under the configuration to the Sections of the Section of

That, together with, and in ad ation to, the monthly payments of the principal and interest payable under the terms of the note secured hereby, the Nortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sum:

NAME OF THE PROPERTY OF THE PARTY OF THE PAR That privilege is reserved (2) pay the debt in whole, or in an amount equal 10 one or more monthly payments on the privilege is reserved. That are next 2 con the note, on the first any of any month privilege or an interior of a contract of

AND the said Mongagor further covenants and agrees as follows:

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding). It is expressly provided, however (all other provisions of the mortgage shall not be required not shall in have the right to pay, discharge, or the improvements all undersoft by appropriate ment, or tax, i.e., upon or against the premises described herein or any part thereof for the improvements as undersoft by appropriate from the contraction of the same or the walldity thereof plying populate from the contraction of the same of the same or allegal proceedings. Or allen so contested and the sale or forfeiture of the said premises or any part thereof to astacesame to or lien so contested and the same.

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 cumbrance other than that for taxes assessments, and insurance premiums, when due, and may make such repents herein mortgaged as in its discretion it may deem necessary for the property herein mortgaged as in its discretion it may deem necessary for the property necestration thereof, to the property herein mortgaged as in its discretion it may deem necessary for the property for the property in the mortgaged premises, if not otherwise paid by the Mortgagor.

be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

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FHA# 131:4214464-703B 6085-6498

#### FHA MORTGAGE PREPAYMENT RIDER

THIS RIDER, DATED THE 26th DAY OF November ,19 85,
AMENDS THE MORTGAGE OF EVEN DATE BY AND BETWEEN MARGARETTEN AND COMPANY, INC.,
THE MORIGAGEE, AND Marie F. Kenner, Divorced and not since remarried
, THE MORTGAGOR, AS FOLLOWS:
1. IN THE FIFTH UNNUMBERED PARAGRAPH OF PAGE TWO, THE SENTENCE WHICH READS AS FOLLOWS IS DELETED:
THAT PRIVILEGE IS RESERVED TO PAY THE DEBT IN WHOLE, OR AN AMJUNT SQUAL 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. THE FIFTH UNNUMBERED PARACRAPH OF PAGE TWO, IS AMENDED BY THE ADDITION OF THE FOLLOWING:
"PRIVILEGE IS RESERVED TO PAY THE DEBT, IN WHOLE OR IN PART, ON ANY INSTALLMENT DUE DITE."
IN WITNESS WHEREOF, Marie F. Kemmler, Divorced and not since
remarried
FIRST AFORESAID.  Marie F. Kenmler, Divorced and not PRUSTEE'S since remarried  MORTGAGOR OR TRUSTEE'S SIGNATURE  SIGNATURE  SIGNATURE

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

SETTLEMENT AGENT

85301657

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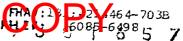
#### THE MURTGAGE PREPAYMENT RIDER

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STATE: ILLINOIS

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#### "FHA MORTGAGE RIDER"

This rider to the Mortgage between Marie F. Kemmler, Divorced and not since remarried-Margaretten & Company, Inc. dated November 26 , 1985 is deemed to amend and is deemed to amend and supplement the Mortgage of same date as follows:

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:

(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 (al) as estimated by the Mortgagee) 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, 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 payments mentioned 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 Mortgagee to the following items in the order set forth:

ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums.

interest on the note secured hereby, and amortization of the principal of the said note.

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 superior, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) 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 Morigagor 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 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 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 Nortyagee shall, in computing the amount of such indebtedness, credit to the account of the Mortyagor, any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgag: resulting in a public sale of the premises covered hereby, or if the Mortgagee acquired the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the about of principal then remaining unpaid under said note.

Paragraph 5 of pg. 3 is added as follows: "This option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is the to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development".

e F. Kemmler, Divorced and

not since remarried

MORTGAGOR

## ENDTHAMES NOFFICIAL COPY OF STATE

This rider to the Mortgage between "larie". Nerming, Disprove and not since pamerria: and Morgaretten & Company, Inc. dated November 26 , 19 85 is deemed to amend and supplement the Mortgage of same date as Follows:

That, tegether with, and in addition to, the conthly payments of principal and interest payable under the terms of the note secured hereby, the Morigagor will pay to the Mortgagee, on the tirst day of each month until the said note is fully paid, the following sums:

- A sur 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 murtgaged property, plus taxes and assessments next due on the manipaged property (all as estimated by the Martgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rants, premiums, taxes and assessments will become delinquent, such sems to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments, and
- All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the hote sucured hereby shall be added together and the aggregate amount thereof shell be paid by the Mortga for each month in a single payment to be applied by the Martgages to the following items in the erder set forth;
  - ground rants, if any, taxes, special assessments, fire and other hazard insurance premiums,
    - interest on the note secured hereby, and
    - amorairation of the principal of the said note.

Acy deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgager prior to the deade of the next such payment, con-stitute an event of default under this mortgage. The Mortgagee may collect a late charge" not to exceed four cents (er) for each dollar (51), for each payment more than fifteen (15) days in arrears, to cover the extra expense in-

If the total of the payments made by the Morton or under subsection (a) of the preceding peregraph shall exceed the amount of the payments actually made by the Hortgagee for ground of rents, taxes, and assessments, or insurance premiums, as the case may be such excess, if the loan is current, at the aption of the Hortgraph, shall be credited on subsequent payments to the current, at the aption of the Hortgraph, shall be credited on subsequent payments. be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly reyments made by the Mortgagor under subsection (2) of the preceding paragraph shall not be sufficient to by the Mortgagor under the reconstruction to the ground rents, takes, and aspection or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagor any amount. sence has to make up the defletion y, on or before the date when payment off such ground rents, taxer, assessments, or frequential to due. If at any time the Montgagor shall toner, assessments, or frequence premiums shall be due. If at any time the Montgagor shall tender to the Hortgages, in recordence with the crovisions of the notersecured hereby, full payment of the entire indetenders represented thereby, the Mortgages shall, in computing the amount of such indebtsetes, credit to the account of the Mortgagor, any balance remaining in the funds accomplated under the provisions of subsection (a) of the preceding paragraph: there shall be a de polt under any of the provisions of this martgage resulting in a public sale of the precises covered horoby, or if the Mortgages acquired the property otherwise after default, the Mortgage shall apply, at the time of the commencement of such proceedings or at the time toe reporty is otherwise acquired, the balance then remaining in the funds accumulated under second (a) of the preceding paragraph as a credit against the amount of principal then years, ing unpoid under said note,

Para reon 5 of pg. 3 is added as follows: "This option may not be exercised by the Morey ear when the ineligibility for insurance under the Retional Housing Act is due to the Mortgage's failure to remit the cortgage incurance premium to the Department of Housing and Urban Development".

> Marie F. semiler, Divorced and MURICACOR not since remarried

MORTGAGOR

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