State of Illinois

Mortgage 4

NHNC # 20-00591-01 FHA Case No.: 86417866: 4600294-703B

This Indenture, Made this 12 TH	- day of SEPTEMBER 1986 between
GREGORY D. MILLER AND DAWN M. MILLER, HIS	WIFE AND MARY M. ROS, A WIDOW, Mortgagor, a
a corporation organized and existing under the laws of THE S	TATE OF ALABAMA
Mortgagee.	 Fig. 1 and 1 and 2 and 3 and 4 and
The state of the s	
date herewith, in the principal sum of SEVENTY SIX THOUSA	ne Mortgagee, as is evidenced by a certain promissory note bearing ev. ND EIGHT HUNDRED TWELVE AND 00/100
(\$ 76,812.00) NINE AND	Poll
payable with interest at the rate of ONE HALF per centum (9.500 %) per annum on the unpaid balance until paid, and ma
or at such other place as the holder may designate in writing, and stallments of SIX HUNDRED FOURTY FIVE AND 88/10 on the first day of NOVEMBER 19.86, and a like sum of	HAM, ALABAMA 35201 ————————————————————————————————————
paid, except that the final payment of principal and interest, if no OCTOBER 20 7.5.	t sooner paid, shall be due and payable on the first day of
entre de la composition de la composit La composition de la	and the state of the state of the second second second second
and the second of the second o	
	payment of the said principal sum of money and interest and the performese presents Mortgage and Warrant unto the Mortgagee, its successor being in the county of ———————————————————————————————————
and the State of Illinois, to wit: was a secure	The second of th
LOT 7 IN BLOCK 3 IN GLENVIEW PARK MANOR, BEL	C A SUBDIVISION IN THE SOUTHEAST 1/4
OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 12,	EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.	en e
TAX ID.# 09-12-430-018 VOL. 87	ION Glennew
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THIS INSTRUMENT PREPARED BY: LYNN NASH	300
MAIL TO: NATIONAL HERITAGE MORTGAGE CORPORAT	ION
P. O. BOX "C", BIRMINGHAM, ALABAMA	35201
ATTEN: CLOSING AND SHIPPING DEPT.	
ATTEN: CLOSING AND SHIPPING DEPT. $\int_{0}^{\infty} \int_{0}^{\infty} dt$	
	ppurtenances thereunto belonging, and the trans, issues, and profit
pereof; and all apparatus and fixtures of every kind for the purpose of	f supplying or distributing heat, light, water, or power, and all plumb or hereafter standing on said land, and also all the estate, right, title
To have and to hold the above-described premises, with the ap-	of this instrument; not to suffer any lien of mechanics men or
urtenances and fixtures, unto the said Mortgagee, its successors	material men to attach to said premises; to pay to the Mortgagee
id assigns, forever, for the purposes and uses herein set forth, ee from all rights and benefits under and by virtue of the	as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or
omestead Exemption Laws of the State of Illinois, which said	any tax or assessment that may be levied by authority of the
oher and hanefite the said Mortoppor does hereby expressly	State of Illinois or of the county town village or city in which

This form is used in connection with mortgages heared under the one- to four-family programs of the National Housing Act which provide for periodic Mortgage insurance Premium payments.

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

quired by the Mortgagee.

the said land is situate, upon the Mortgagor on account of the

said indebtedness, insured for the benefit of the Mortgagee in

such forms of insurance, and in such amounts, as may be re-

ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of

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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 hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the surchaser 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 independess upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor 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 no.

The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within SIXTY 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 SIXTIETH 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 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 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 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 redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, cosis, taxes, insurance, and other items necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

And in case of foreclosure of this mortgage by said Mortgagee in any court of law or equity, a reasonable 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 pursuarce 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 Mor gagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured accept, (1) all the said principal money remade; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (1) 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 Mortgagee will, within this (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.

of this paragraph and all payments to be made under the note (c) All payments mentioned in the two preceding subsections

special assessments; and

Morigagee in trust to pay said ground rents, premiums, taxes and and assessments will become delinquent, such sums to be held by month prior to the date when such ground rents, premiums, taxes therefor divided by the number of months to elapse before one erty (all as estimated by the Mortgagee) less all sums already paid erty, plus taxes and assessments next due on the mortgaged propof fire and other hazard insurance covering the morigaged propthe premiums that will next become due and payable on policies (b) A sum equal to the ground rents, if any, next due, plus

delinquencies or prepayments; balance due on the note computed without taking into account (1/12) of one-half (1/2) per centum of the average outstanding premium) which shall be in amount equal to one-twelfth ment; a monthly charge (in lieu of a mortgage insurance

ment are held by the Secretary of Housing and Urban Develop--ursent sind so long as and note of even date and this instru-Act, as amended, and applicable Regulations thereunder; or ing and Urban Development pursuant to the National Housing holder with funds to pay such premium to the Secretary of Housmust mortgage insurance premium, in order to provide such hands of the holder one (1) month prior to its due date the antional Housing Act, an amount sufficient to accumulate in the ment are insured or are reinsured under the provisions of the Na-

(I) If and so long as said note of even date and this instruby the Secretary of Housing and Urban Development, as follows; charge (in lieu of a mortgage insurance premium) if they are held ment and the note secured hereby are insured, or a monthly funds to pay the next mortgage insurance premium if this instru-

(a) An amount sufficient to provide the holder hereof with

collowing sums: first day of each month until the said note is fully paid, the

secured hereby, the Mortgagor will pay to the Mortgagee, on the of principal and interest payable under the terms of the note

That, together with, and in addition to, the monthly nayments

on any installment due date.

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

(Ollows:

And the said Mortgagor further covenants and agrees as

premises or any part there if to satisfy the same. which shall operate to arrivent the collection of the tax, assessment, or lien so contered and the sale or forfeiture of the said

legal proceedings prought in a court of competent jurisdiction, faith, contest the re ne or the validity thereof by appropriate ments situated thereon, so long as the Mortgagor shall, in good premises described herein or any part thereof or the improveor remove any tax, assessment, or tax lien upon or against the

shall not be required nor shall it have the right to pay, discharge,

mortgage to the contrary notwithstanding), that the Morigagee It is expressly provided, however (all other provisions of this

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

tional indebtedaces, secured by this mortgage, to be paid out of

any moneys so paid or expended shall become so much addiit may deem necessary for the proper preservation thereof, and such repairs to the property herein mortgaged as in its discretion sseessments, and insurance premiums, when due, and may make said premises in good repair, the Mortgagee may pay such taxes, than that for taxes or assessments on said premises, or to keep

such payments, or to satisfy any prior lien or incumbrance other in case of the retuend to region of the Mortgagor to make

pay promptly, when duergany premiums on such insurance provision for payment of which has not been made hereinbefore. for such periods as may be required by the Mortgagee and will other hazards, easualties and contingencies in such amounts and from time to time by the Mortgagee against loss by fire and erected on the mortgaged property, insured as may be required That he will keep the improvements now existing or hereafter

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

been made under subsection (a) of the preceding paragraph. note and shall properly adjust any payments which shall have sagainst the amount of principal then remaining unpaid under said under subsection (b) of the preceding pa agraph as a credit acquired, the balance then remaining in the funds accumulated ment of such proceedings or at the time the property is otherwise default, the Mortgagee shall apply, it the time of the commencehereby, or if the Mortgage activity the property otherwise after of this mortgage resulting in a public sale of the premises covered paragraph. If there shall he a default under any of the provisions cumulated under the provisions of subsection (b) of the preceding

Development, and 221 balance remaining in the funds acbecome obligated to the Secretary of Housing and Urban tion (a) of the preceding paragraph which the Mortgagee has not the Mottgagor; il payments made under the provisions of subsec-

puting the smount of such indebtedness, credit to the account of deote in se represented thereby, the Mortgagee shall, in comof the more secured hereby, full payment of the entire inshal tender to the Mortgagee, in accordance with the provisions

issurance premiums shall be due. If at any time the Mortgagor date when payment of such ground rents, taxes, assessments, or amount necessary to make up the deficiency, on or before the and payable, then the Mortgagor shall pay to the Mortgagee any premiums, as the case may be, when the same shall become due

to pay ground rents, taxes, and assessments, or insurance subsection (b) of the preceding paragraph shall not be sufficient

however, the monthly payments made by the Mortgagor under made by the Mortgagor, or refunded to the Mortgagor. If, of the Mortgagor, shall be credited on subsequent payments to be the case may be, such excess, if the loan is current, at the option ground rents, taxes, and assessments, or insurance premiums; as amount of the payments actually made by the Mortgagee for subsection (b) of the preceding paragraph shall exceed the

If the total of the payments made by the Mortgagor under preceion (b) of the preceding paragraph shall exceed the

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

(V) late charges.

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

other hazard insurance premiums;

(II) ground rents, if any, taxes, special assessments, fire, and

charge (in lieu of mortgage insurance premium), as the case may Secretary of Housing and Urban Development, or monthly

(I) premium charges under the contract of insurance with the

the order set forth: payment to be aplied by the Mortgagee to the following items in thereof shall be paid by the Mortgagor each month in a single secured hereby thall be added together and the aggregate amount

No. 100 Company of the Company of th

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

THIS RIDER ATTACHED TO AND MADE PART OF THE MORTGAGE BETWEEN GREGORY D. MILLER AND DAWN M. MILLER, HIS WIFE AND MARY M. ROS. A WIDOW -----, MORTGAGOR AND NATIONAL HERITAGE MORTGAGE CORPORATION, MORTGAGE, DATED SEPTEMBER 12,1986 REVISED SAID MORTGAGE AS FOLLOWS:

PAGE 2, THE SECOND COVENANT OF THE MORTGAGE IS AMENDED TO READ: 1.

> THAT TOGETHER WITH, AND IN ADDITION TO, THE MONTHLY PAYMENTS OF PRINCIPAL AND INTEREST PAYABLE UNDER 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 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 PROPIRTY, PLUS TAXES AND ASSESSMENTS NEXT DUE ON THE MORTGAGED PROPERTY (ALL AS ESTIMATED BY THE MORTGAGEE) LESS ALL SUMS ALREADY PAID THEREFOR DEVIDED BY THE NUMBER OF MONTHS TO ELAPSE BLEDRE ONE MONTH PRIOR TO THE DATE WHEN SUCH GROUND RENTS, PRIMIUMS, TAXES AND ASSESSMENTS WILL BECOME DELINQUENT, SUCH SUMS TO BE HELD BY THE MORTGAGEE IN TRUST TO PAY SAID GROUND RENTS, P.EMIUMS, TAXES AND SPECIAL ASSESSMENTS; AND
- ALL PAYMEN'S MENTIONED IN THE TWO PRECEDING SUBSECTIONS OR THE PARAGRAPH AND ALL PAYMENTS TO BE MADE UNDER THE NOTE SECURED HEREBY SHALL PE ADDED TOGETHER AND THE AGGREGATE AMOUNT THEREOF SHALL BE PAID PI 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 (I) AND OTHER HAZARD INSURANCE PREMIUMS;
- (II)
- INTEREST ON THE NOTE SECURED HEREBY, AND AMORTIZATION OF PRINCIPAL OF THE SAID NOTE. (III)

ANY DEFICIENCY IN THE AMOUNT OF ANY SUCH AGGREGATE MONTHLY PAYMENT SHALL, UNLESS MADE GOOD BY THE LORICAGOR PRIOR TO THE DUE DATE OF THE NEXT SUCH PAYMENT, CONSTLINE AN EVENT OF DEFAULT UNDER THIS MORTGAGE. THE MORTGAGEE MAY COLLECT A " LATE CHARGE " NOT TO EXCEED FOUR CENTS (4¢) FOR EACH DOLLAP (11.) FOR EACH PAYMENT MORE THAN FIFTEEN (15) DAYS IN ARREARS, TO COVER THE EXTRA EXPENSE INVOLVED IN HANDLING DELINQUENT PAYLENTS.

IF THE TOTAL OF THE PAYMENTS MADE BY THE MORTGAGOR UNDER SBUSECTION (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 LF, SUCH EXCESS, IF THE LOAN IS CURRENT, AT THE OPTION OF THE MORTGAGUE 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 THE GROUND RENTS, TAXES, AND ASSESSMENTS, OR INSURANCE PREMIUMS, AS THE CASE MAYBE, 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 PAYMENTS FOR SUCH GROUND RENTS, TAXES, ASSESSMENTS, OR INSURANCE PERMIUMS SHALL BE DUE. IF AT ANY TIME THE MORTGAGOR SHALL TENDER THE MORTGAGEE, IN ACCORDANCE WITH THE PROVISION OF THE NOTE SECURED HEREBY, FULL PAYMENT OF THE ENTIRE INDEBTEDNESS REPENTED THEREBY, THE MORTGAGEE 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 SHALL BE A DEFAULT UNDER ANY OF THE PROVISIONS OF THIS MORTGAGE RESULTING IN A PUBLIC SALE OF THE PREMISES COVERED HEREBY, OR OF THE MORTGAGEE ACQUIRES 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 AMOUNT OF PRINCIPAL THEN REMAINING UNPAID UNDER SAID NOTE.

PAGE 2, THE PENULTIMATE PARAGRAPH IS AMENDED TO ADD THE FOLLOWING: 2. SENTENCE:

> 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.

DATED AS THE DATE OF THE MORTGAGE REFFERED TO HEREIN.

MILLER MORTGAGOR

MILLER, HIS MORTGAGOR DAWN M.

ary mikar MARY M/ ROS, A WIJOW. MORTGAGOR

DEPT-01 RECURVATOR
T#2222 TRAN 0222 09/16/143916 # P. # 86-4
COOK COUNTY RECORDER TRAN 0222 09/16/86 14:48:00

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MAIL

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