LOAN #00027243 (0095)

This Indenture, Made this ROBERT M. BROTHERS DOROTHY H. BROTHERS , HUSBAND AND WIFE

21ST

day of

OCTOBER

19.86, between

WESTAMERICA MORTGAGE COMPANY , A COLORADO CORPORATION a corporation organized and existing under the laws of THE STATE OF COLORADO Mortgagee.

tgagor, and

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 THIRTY TWO THOUSAND EIGHT HUNDRED TWELVE AND 00/100

(\$ 132.812.00) payable with interest at the rate of TEN per contum (10.00 %)

per annum on the unpaid balence until paid; and made payable to the order of the Mortgagee at its office in

7900 LACY UNION AVENUE, SUITE 500 DENVER, CO 20237

or at such other place as the holder may lesignate in writing, and delivered; the said principal and interest being payable in monthly installments of ONE THOUSAND ON HUNDRED SIXTY FIVE AND 52/100 Dotlars (\$ 1,165.52) DECEMBER , 19 Po and a like sum of the first day of each and every month thereafter until the note is fully on the first day of paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of NOVEMBER. 20 16

Now, therefore, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenents and agreements herein contrined, does 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 15 IN LYNWOOD TERRACE UNIT 5, BEING A SUPPLIVISION OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

111 015 COOK COUNTY ILLINOIS

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Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the lens, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, voter 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 did 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 under and by virture 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 pay 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.

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

Previous Editions Obsolete IL048/DM 1:86

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

Secretary of Housing and Urban Development, or monthly (I) premium charges under the contract of insurance with the

charge (in lieu of mortgage incurance premium), as the case may

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

other hazard insurance premums;

(III) interest on the note secured hereby;

(V) late charges. (VI) samortization of the principal of the said note; and

Any deficiency in the amount of any such aggregate monthly

due date of the next such payment, constitute an event of default

ment more than fifteen (15) days in arrears, to cover the extra not to exceed four cents (4!) for each dollar (51) for each paypayment shall, unless made good by the Morigagor prior to the

under this mortgage. The Mortgagee may collect a "late charge"

expense involved in handling delinquent payments.

ment, or then so contexted and the sale or forfeiture of the said seess, asset the the collection of the tax, assesslegal proceedings or our he in a court of competent jurisdiction, faith contest the seine or the validity thereof by appropriate ments siluated thereon, so song as the Mortgagor shall, in good

subsection (b) of the preceding paragraph shall exceed the

of the acte secured hereby full payment of the entire inshall tender to the Mortgagee, in accordance with the provisions issurance premiums shall be due: If at any time the Mortgagor Tate When payment of such ground rents, taxes, assessments, or amonut decessary to make up, the deficiency, on or before the and payable, then the Mortgagor, shall pay to the Mortgague 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 If the total of the payments made by the Mortgagor under subsecting (b) of the preceding paragraph shall exceed the famoum of the payments activally made by the Mortgagec for ground tents, taxes, and assessments of idstylance premiums, as the case may be, such excess, if the loan is current, at the uption of the Mortgagor, shall be credited on subsequent payments to be. A made by the Mortgagor, or refunded to the Mortgagor. If, the monthly payments made by the Mortgagor under to the wortgagor under the made by the Mortgagor under the muscection (b) of the preceding paragraph shall not be sufficient subsection (b) of the preceding paragraph shall not be sufficient.

paragraph. If there shall be a default under any of the provisions cumulated under the provisions of subsection (b) of the preceding Development, and any balance remaining in the funds acbecome obligates to pyyto the Secretary of Housing and Urhan tion (a) of the predicting paragraph which the Morigages has not the Mortge 601 / Il payments made under the provisions of subsecputing the amount of such indebtedness, credit to the account of debtedrate gepresented thereby, the Mortgagee shall, in com-

acquired, the balance then remaining in the funds accumulated ment of such proceedings or at the time the property is otherwise default, ithe Mortgagee shall apply of 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

note and shall properly adjust any payments which shall liave agalirs! The amount of principal then remaining unpaid under said mider subsection (b) of the preceding parage aph as a credit

the rents, issues, and profits now due or which may hereafter alia soungator does hereby assistion of the Mortgagor does not biassiols. And as additional security for the payment of the indebtedness been made under subsection (a) of the preceding paragraph.

sion for payment of which has not been made hereinbefore. pay promptly, when due, any premiums on such insurance provifor such periods as may be required by the Mortgagee and will other hazards, casualtles 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.

of this paragraph and all payments to be made under the note

enotioesdus aniboosiq own off in the two preceding subsections special assessments; and

Mortgagee in truet to pay said ground rents, premiums, taxes and mid mesessarents will become delinquent, such sums to be field by month befor to the detain hen such Etoined tents! breinfame, taxes ettà (all ac cetimated by the Mortgagee) tess all sums already paid -qord begaginom adi no side iren ethemistena bus eskai sulq igneof fire and other hazard insurance covering the mortgaged prop-

therefor divided by the number of months to elapse before one the premiums that will next become due and payable on policies

(b) A sum equal to the ground rents, if any, next due, plus

belience due on the note computed without taking into account

(1/12) of one-hill (1/2) per centum of the average outstanding

ment are held by the Secretary of Housing and Urban Develop-

-urteni, eint bing atab novo to aton bias as gnol os bing the (II) in

holder with funds to pay such premium to the Secretary of Hous-

Act, as amended, and applicable Regulations thereunder; or ing and Urban Development pursuant to the National Housing

nual mortgage insurance premium; in order to provide such

hands of the holder one (1) month prior to its due date the an-

tional Housing Act, an amount sufficient to accumulate in the

ment are insured or are reinsured under the provisions of the Ma-

-ittain sidt bing auch deven de even date and this institu-

by the Secretary of Housing and Urban Development, as follows:

charge (in lieu of a mortgage insurance premium) if they are held

funds to pay the next mortgage insurance premium if this instru-

Any manual sufficient to provide the holder hereof with

secured hereby, the Morigagor will pay to the Mortgas, e., on the

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

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

tirst day of each month until the said note is fully paid, the

of principal and interest payable under the terms of the note

And the said Mortgagor further tovenants and agrees as

premises described herein or any part thereof or the improve-

or remove any tax; assessment, or tax lien upon or against the

shall not be required not shall it have the right to pay, discharge, mortgage to the contrary notwithstanding), that the Mortgages

It is expressly provided, however (all other provisions of this

proceeds of the sale of the mortgaged premises, if not otherwise

tional indebtedness, secured by this mortgage, to be paid out of sub monchs so baid or expended shall become so much addi-

it may deem necessary for the proper preservation thereof, and

such repairs to the property herein mortgaged as in its discretion

assessments, 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 and payments, or to satisty any prior then or incumbrance other

In case of the refusal or neglect of the Mortgagor to make

premises or any part there if to satisfy the same.

ment and the note secured hereby are insured, or a monthly

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on any installment due date.

paid by the Mortgagor,

premium) which shall be in an amount equal to one-tweltth

ment, a monthly charge (in lieu of a mortgage insurance

delinquencies or prepayments;

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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 Morigagee 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 suchaser 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 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 of 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, 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.

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' tees 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 mortgige and be paid out of the proceeds of any sale made in pursuage 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, for the purpose authorized in
the mortgage will interest on such advances at the rate set forth
in the note secured nuchy, from the time such advances are
made; (3) all the accruio interest remaining uppaid on the indebtedness hereby secured; (1) all the said principal money remaining unpaid. The overplu, 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 the 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 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.

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RIDER TO STATE OF ILLINOIS **MORTGAGE HUD-92116M (10/85)**

This rider attached to and made part of the Mortgage between ROBERT M. BROTHERS DOROTHY H. BROTHERS

, Mortgagor, and

Mortgagee,

WEST PATRICA MORTGAGE COMPANY , A COLORADO CORPORATION

OCTOBER 21, 1986 dated.

revises said Mortgage as follows:

1. Page 2, the second cove is it 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 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 (all 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 thr, aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mcrtrage 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 principal of the said note. (NED)

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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 (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 Mortgagor under subsection (a) of the preceding palagraph 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, or shall be crudited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly pryments made by the Mortgagor under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, was, 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 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 if 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.

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S Page 2, the penultimate paragraph is amended to add the following sentence:

This option may not be exercised by the Mortgages when the inaligibility for insurance under the National Housing Act is due to the Mortgages's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

Clart's Opposition

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

- Marie Laure of College objects about from My effects about 100 days in the

COOK COUNTY

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AND THE BOARD STANDS COMMENDED . A CONTRACTOR

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