UNOFFICIAL GO

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

MORTGAGE

THIS INDENTURE, Made this

29th

1987 September,

between

SEAN R SUTCLIFFE, BACHELOR

MARGARETTEN & COMPANY, INC.

, Mortgagor, and . 194° . .

a corporation organized and existing under the laws of the State of do business in the state of Illinois, Mortgagee.

and authorized to

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain Promissory Note bearing even days herewith, in the principal sum of

Seventy- Ore Thousand. Three Hundred Sixty- Two 71,352.00) payable with interest at the rate of

Dollars (\$ Ten Per Centur

→1 C per centum (

%) per annum on the unpaid balance until paid, and made payable to the order

of the Mortgagee at its office in Isalin, New Jansey 08830

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

Six Hundred Twenty- Six. and 56/100

626.56 November 1, 1987 on the first day of , and a like sum on Dollars (\$ the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and inter-October, 2017 est, if not sooner paid, thall be due and payable on the first day of

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 covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assign, the following described Real Estate situate, lying, and being in the COOK and the State of Illinois, to wit: county of

THAT PART OF LOT 93 OF PARKWOOD II UNIT ONE, LYING EAST OF A LINE COMMENCING 36.06 FEET EAST OF THE SOUTHWEST CORNER THEREOF (AS MEASURED ALONG THE SOUTHERLY LINE OF SAID LOT), AND RUNNING THENCE NORTHERLY TO A POINT OF THE NORTHERLY LINE OF SAID LOT, 49.04 FEET EAST (AS MEASURED ALONG THE ARC) OF THE NORTHWEST CORNER THEREOF; PARKWOOD II-UNIT ONE, BEING A SUBDIVISION OF PART OF SECTIONS 17, 19 AND 20, TOWNSHIP 41 NC.TH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF FLGIN, COOK ILLINOIS, ACCORDING TO THE PLAT THEREOF PECORDED MAY 30. 1979 AS DOCUMENT NO. 24979976 PIN # 08-20-107-029-0000 CBO A COMMONLY KNOWN AS: 1343 INVERNESS DRIVE, ELGIN, ILLINOIS 60120

> "REFERENCES HEREIN TO A MONTHLY MORTGAGE INSURANCE PREMIUM ARE AMENDED OR DELETED BY THE ATTACHED RIDER TO THIS MORTGAGE."

ASSUMPTION RIDER ATTACHED HERETO AND MADE A PART HEREOF

PREPAYMENT RIDER ATTACHED HERETO AND MADE A PART HEREOF

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 salu Mortgages, 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 Homestend Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and walve.

ILLINOIS FHA MORTGAGE

Replaces (1.-701 (Rev. 7/83)

STATE OF ILLINOIS HIJD-92116M (5-80)

MAR-1201 (8/86)

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THE COVENANTS HERRIN CONTAINED shall bind, and the benefits and advantages shall inute, to the respective heirt, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural, the plural, the plural, the singular, and the masculine gender shall include the feminine.

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87-536177

W TO

MARGARETTEN & COMPANY, INC. 287 WILMETTE ROAD, SUITE F PALATINE, IL 60067

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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, insured 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 promptly, when due, any premiums on such insurance provision for payment of which has to 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 orato 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 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 hereby 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 or not.

THE MORTGAGOR FURTHER AGREES that should this Morigage and the Note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized (get tof the Secretary of Housing and Urban Development dated subsequent to the 60 days' time from the date of this Morigage, declining to in une 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 makin, 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 increase 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 pu post, 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 an order to place Mortgagee in possession of the premises of the person or persons liable for the payment of the indebted less secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of recemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Nort regee 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; 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 of a court in which an action is pending to foreclose this Mortgage or a subsequent mortgage, the said i for pagee, 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 redamption, 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 cour' 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 express, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceeding: 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 process of any sale made in pursuance of any such decree: (1) All the costs of such suit or sults, advertising, sale, and conveyance, including process, solicitors, and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the process advanced by the Mortgagee, if any, for the purpose authorized in the Mortgage with interest on such advances at the rate set forth in the Note secured hereby, from the time such advances are 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 Mortgagee will, within (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 Mortgages to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

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 said premises, to pay to the Mortgages, as hereinafter provided, until said Mote is fully paid, (1) a sum sufficient to pay all taxes and assessment that may be levied by authority of the State of Illinois, or or any tax a section of the ownership thereof; (2) a sum sufficient to keep all buildings or city in which the said hand is situate, upon the Mortgages 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 indeptedness, insured for the Mortgages in such forms of insurance, and in such amounts, as may be required by the Mortgages.

premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof and any monies so paid or expended 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. In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any pay such taxes, assessments, and insurance the Mortgagor or satisfy and insurance other than for

assessment, or lien so contested and the sale or forfelture of the said premises or any part thereof to satisfy the same. It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgages shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax tien upon or against the remisses described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity the fax, thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax,

That, together with, and in addition to, the monthly payments of the principal and interest payable under the terms of the Note secured hereby, the Motegagor with any the following sums: That privilege is the devel to pay the debt in whole or in part on any installment due date.

An amount sufficient to proper the holder hereof with funds to pay the next mortgage insurance premium if this instrument and

An amount sufficient to moving nettor with the next mortgage insurance premium it they are fact that defent and one monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Develowment, as follows:

(1) If and so long as said More or even date and this instrument are insured or are reinsured under the provisions of the Mational Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium. A state to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development purs, and the Mational Housing Act, as amended, and applicable Regulations thereunder; or and Urban Development purs, and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance due on the Mote computed without taking into account delinquencles or prepayments:

to the date when such ground rents, premiums, taxes and assess nears will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and speci ti as essments; and catimated by the Mortgagee) less all sums already paid (lets for divided by the number of months to elapse before one month prior (b) A sum equal to the ground rents, if any, next due, by a hie premiums that will next become due and payable on policies of fire and

All payments mentioned in the two preceding subsections of this, tragtaph and all payments to be made under the Mote secured hereby shall be added together and the aggregate amount thereof and it is paid by the Mortgagee to the following items in the order set form.

(i) premium chargagee to the following items in the order set form.

(in lieu of mortgage insurance premium), as the case may be;

(in lieu of mortgage insurance premium), as the case may be;

(ii) ground tents, if any, taxes, special assessments, fire, and other hat ard insurance premiums;

(iii) interest on the Note secured hereby; and

(iii) mortization of the principal of the said Note.

trivolved in handling delinquent payments.

prepayments;

Any deficiency in the amount of any such aggregate monthly payment shall, unless, nade, good by the Mortgagor prior to the dute date of the next such payment, constitute an event of default under this mortgage. The Mortgages may collect a "late charge" not to exceed four cents (46) for each dollar (\$1) for each payment more than fifteen (15). ay, in arrears, to cover the extra expensu

AND the said Mittagor further covenants and agrees as follows:

- AND SAID MORTOAGOR covenants and agrees:

property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property otherwise acquired, the balance then remaining in the funds accumulated under subsection (b) of the preceding paragraph, as a credit against the amount of principal then remaining unpaid under said Note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph. 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 If the fotal of the payments made by the Mortgagor under subsection (b) of the preceding paragraph and by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, so the case may be, such excess, fifthe loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor; or insurance premiums, as the case may be, when the same shall payment made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to payiground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall pay to the Mortgager any amount necessary to make up the deficiency, on or before the del's when payment of such dicient, taxes, taxes, taxes, assessments, or insurance premiums as the deficiency, on or before the del's when payment of such described the same shall for the Mortgager, in accortang paragraph which the Mortgager and such the Mortgager shall to such the Mortgager shall to the account of the Mortgager shall to the account of the Mortgager shall to the senior of such indebtedness, credit to the account of the Mortgager and any balance remaining in the funds accumulated under the provisions of subsection (b) of the provisions of subsection (c) of the provisions of the Mortgager estable and any balance remaining in the funds accumulated under the provisions of subsection default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgage accuming the accuming in a public sale of the premises of the provisions of this mortgage resulting in a public sale of the premises of the provisions of the mortgage resulting in a public sale of the premises of the provisions of the mortgage resulting in a public sale of the premises of the provisions of the mortgage resulting in a public sale of the premises of the provisions of the mortgage resulting in a public sale of the premises.

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"FHA MORTGAGE RIDER"

This rider to the Mortgage between Sean R. Sutcliffe, bachelor and Margaretten & Company, Inc. dated September 29 , 19 87 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 (all as estimated by the Nortgagee) 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.
 - II, interest on the note servied hereby, and
 - III, amortization of the principal of the said note.

Any deficiency in the amount of sich 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 Mortgages may collect a "late charge" rot 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 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 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. It 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 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 amount of principal then remaining unpaid under said Note.

Paragraph <u>5 of pq. 3</u> is added as follows: "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".

Seun Routeliffe
MORTGAGOR SCAP R. SUECLIFFE

MORTGAGOR

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FHA! 131: 5189518-703 B 6050-0703

FHA MORTGAGE PREPAYMENT RIDER

THIS RIDER, DATED THE	29th DAY OF Soptember , 19 87
AMENDS THE MORTGAGE OF EVEN DA	ATE BY AND BETWEEN MARGARETTEN AND COMPANY, INC.,
THE MORTGAGIE, AND Sonn R.	Sutcliffe, bacholor
<u> </u>	, THE MORTGAGOR, AS FOLLOWS:
1. IN THE FIFTH SEMIENCE WHICE	UNNUMBERED PARAGRAPH OF PAGE TWO, THE CH READS AS FOLLOWS IS DELETED:
OR AN AMOUNT ON THE PRINC THE FIRST DAY PROVIDED HOW TO EXERCISE S	GE IS RESERVED TO PAY THE DEBT IN WHOLE, EQUAL TO ONE OR MORE MONTHLY PAYMENTS IPAL THAT ARE NEXT DUE ON THE NOTE, ON Y OF ANY MONTH PRIOR TO MATURITY; EVER, THAT WRITTEN NOTICE OF AN INTENTION SUCH PRIVILEGE IS GIVEN AT LEAST THIRTY IOR TO PREPAYMENT.
BY THE ADDIT "PRIVILEGE IS	NUMBERED PARAGRAPH OF PAGE TWO, IS AMENDED TON OF THE FOLLOWING: S RESERVED TO PAY THE DEBT, IN WHOLE OR
	ANY INSTALLMENT DUE DATE."
IN WITNESS WHEREOF, s	ean R. Sutcliffe, bachelor
FIRST AFORESAID.	HAS SET HIS HAND AND SEAL THE DAY AND YEAR Sean R. Sutcliffe MORTGAGOR OR TRUSTEE'S SIGNATURE MORTGAGOR OR TRUSTEE'S SIGNATURE
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	X

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ASSUMPTION RIDER TO MORTGAGE

This Rider made this 29thday o	f September . 19 87 .
modifies and amends that certain Mor Margaretten & Company, Inc., as Mort	tgage of even date herewith between
Margaretten & Company, Inc., as Mort	gagee, and Soun R. Sutcliffe, bacholor
	as Mortgagors as follows:
	·
The mortgagee inall, with the prior	approval of the Federal Housing
Commissioner, or his designee, decla	re all sums secured by this mortgage
to be immediately due and payable if	than by devise, descent or operation
of law) by the mortgagor, pursuant t	o a contract of male executed not
later than 24 months after the date	of the execution of this mortgage or
not later than 24 months after the de	
property subject to this mortgage, to been approved in accordance with the	o a purchaser whose credit has not
pagi approved the decordance with the	redurrements or our commissioner,
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