

State of Illinois

UNOFFICIAL COPY

Mortgaged

FHA Case No.

1314759638-703B

This Indenture, Made this 31st day of December, 1986, between
Casey T. Szaflarski, Denise Szaflarski, Irene Szaflarski and Chrol A. Szaflarski,
Mortgagors, and

National Heritage Mortgage Corporation,
a corporation organized and existing under the laws of the State of Alabama,
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 Fifty One Thousand Four Hundred Thirty Two and .00/100

\$ 51,432.00 Dollars payable with interest at the rate of Eight and one half per centum (8.50%) per annum on the unpaid balance until paid; and made payable to the order of the Mortgagee at its office in Birmingham, Alabama 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 THREE HUNDRED NINETY FIVE AND 47/100 Dollars (\$395.47) on the first day of March, 1987 and a like sum of 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 February, 1917.

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, doth 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 82 in Block 6 in Canal Trustee's Subdivision of Section 7, Township 39 North, or Range 14 East of the Third Principal Meridian, In Cook County, Illinois.

Tax ID: 17-07106-028

D-C-O 3/S/C

This Document was Prepared By: Lynn Nash
MAIL TO: NATIONAL HERITAGE MORTGAGE CORPORATION
P.O. BOX C
BIRMINGHAM, AL 35201
ATTENTION: MARKETING DEPT.

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 under and 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.

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 hereinabove 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.

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870-01687-A-027/MG/010
MAGNETIC RECORDING OFFICE 1885-817-027/MG/010

Property of Cool Springs
Copies Inc.

A.D. 19

Page

m., and duly recorded in Book

of

County, Illinois, on the

day of

A.D. 19

Filed for Record in the Recorder's Office of

M. C. Commission, Elgin, IL 60130

County Public, State of Illinois

Office Public

Recd. from

for

Given under my hand and Notarial Seal this

day December

, A.D. 19 86

Signed, sealed, delivered, and acknowledged before me this day in person and acknowledged

as true, - - - - -

subscribed to the foregoing instrument as - - - - -

free and voluntary act for the uses and purposes

herein set forth, including the release and waiver of the right of homestead.

I, - - - - -

Person whose name is - - - - -

and I, - - - - -

do hereby certify that

Carroll A. Szafilarask and

Denise Szafilarask, his wife and

aforesaid, Do hereby publicly, in and for the County and State

of Illinois,

l, - - - - -

Che Undersigned

do hereby

certify that

Carroll A. Szafilarask and

Denise Szafilarask, his wife and

children, the wife and

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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 purchaser or grantee.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or required 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 due or not.

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 Sixty 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 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 collector'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 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, 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 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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That he will keep the improvements now existing or implement
erected on the mortgageag'd, property, situated as may be required
from time to time by the Margrave & his successors by virtue and
other lawards, curtailles and contingencies in such measure and
for such periods as may be required by the Margrave and will
pay promptly, when due, any premiumas on such insurance provi-

And an additional security for the payment of the indebtedness
proceeds the Auditor does hereby agree to the following: All
the rents, issues, and profits now due or which may hereafter
become due for the use of the premises hereinabove described.

cumulative under the proviso to 10% of the preceding paragraph. If there shall be a deficit under any of the provisions cumulative under the proviso to 10% of the preceding paragraph, the same shall be a deficit under any of the provisions of the preceding paragraph in a sum not exceeding 10% of the preceding paragraph. The amount of the preceding paragraph will have note and shall property under any circumstances which shall have available the amount of principal then remaining unpaid under the preceding paragraph.

dedicated to the promotion of such independence intermediately, the Majoritariagee now, in common pullings the moment of such independence, credit to the account of the Majoritariagee, under which the documents made under the Majoritariagee, credit to the account of the Majoritariagee, in common.

to pay premiums as the case may be, within the time still becoming due and payable, when the Mortgagor shall fail to do the Mortgagor any amount necessary to make up the deficiency, or before the premium, as the case may be, within the time still becoming due and payable, when the Mortgagor shall fail to do the Mortgagor any amount necessary to make up the deficiency, or before the

11. In the total of the payments made by the MajorBagger under subsection (b) of the preceding paragraph shall exceed the amount of the payments made by the MajorBagger for ground rents, taxes, and assessments, or insurance premiums, in the case may be, which exceed, if the loan is current, all the option of the MajorBagger, which can be exercised on the monthly payments made by the MajorBagger, or returned to the MajorBagger, if, however, the monthly payments made by the MajorBagger under subsection (b) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, to 10

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 all late charges, interest more than fifteen (\$15) days in arrears, to cover the extra expense involved in handling delinquent payments.

(V) Late charges.

(IV) Amortization of the principal of the solid notes; and

(III) Interest on the note secured hereby;

(a) **parametric changes** under the constraints of nondecreasing convexity and separability of Housings-and-Urgua (Developmental monotony).

(b) change (in lieu of monotonicity) of measureable (measurable premeasures), as the case may be, from bounded rents, if any, taxex, specific regulation, price, and other hazard insurance; premeasures;

Accurately negative shall be added together and the average volume
thereof shall be paid by the Mortgagor each month in a single
payment to be applied by the Mortgagor to the following items in
the order set forth:

(1) If and so long as valid notice of even date and this instrument.
ment are intended or use reasonably under the provisions of the
clauses following Article, an amount sufficient to accumulate in the
hands of the holder one (1) month prior to its due date the an-
nual mortgage balance plus interest in order to provide such
holder with funds to pay such amount to the Secretary of Housing
and Urban Development to pay such amount to the Secretary of Housing
and Urban Development in accordance with the instrument of
Act, as amended, and applicable Regulations thereunder or
((1)) If and so long as valid notice of even date and this instru-
ment are held by the Secretary of Housing and Urban Develop-
ment, a monthly charge (in lieu of a mortgage insurance
premium), a monthly charge (in lieu of a mortgage insurance
premium) of one-half (1/2) per centum of the average outstanding
balance due on the note computed without taking into account
((1/2)) of one-half (1/2) per centum of the average outstanding
balance due on the note computed without taking into account

(i) that, together with, and in addition to, the authority mentioned
of principal and interest payable under the terms of the note
secured hereby, the Noteholder will pay to the Noteholder, on the
first day of each month until the said note is fully paid, the
following sum:

In case of the return of hegeler or the marchegger to market such pyramids, or to satisfy any prior lien or encumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the mortgagor may pay such taxes, such assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion he deems necessary for the proper preservation thereof, and any money so paid or expended shall become so much added to the proceeds of the sale of the same, secured by this mortgage, if not otherwise paid by the mortgagor.

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870IA CAS# 133:4759638-703B

NHMC LOAN # 20-00728-08

ADDENDUM TO FHA MORTGAGE/DEED OF TRUST

THE MORTGAGEE SHALL, WITH THE PRIOR APPROVAL OF THE FEDERAL HOUSING COMMISSIONER, OR HIS DESIGNEE, DECLARE ALL SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE IF ALL OR A PART OF THE PROPERTY IS SOLD OR OTHERWISE TRANSFERRED (OTHER THAN A DEVISE, DESCENT OR OPERATION OF LAW) BY MORTGAGOR, PURSUANT TO A CONTRACT OF SALE EXECUTED NOT LATER THAN 24 MONTHS AFTER THE DATE OF EXECUTION OF THIS MORTGAGE/DEED OF TRUST OR NOT LATER THAN 24 MONTHS AFTER THE DATE OF A PRIOR TRANSFER OF THE PROPERTY SUBJECT TO THIS MORTGAGE/DEED OF TRUST, TO A PURCHASER WHOSE CREDIT HAS NOT BEEN APPROVED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMMISSIONER.

DATE December 31, 1986

Casey T. Szaflarski
(BORROWER) Casey T. Szaflarski

Danise Szaflarski
(BORROWER) Danise Szaflarski

Irene Szaflarski
(BORROWER) Irene Szaflarski

Carol A. Szaflarski
(BORROWER) Carol A. Szaflarski

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8 7 FIA 6/82 M 131: 4759638-703B
NIMC LOAN #: 20-00728-08

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

THIS RIDER ATTACHED TO AND MADE PART OF THE MORTGAGE BETWEEN Casey T. Szafarski and Denise Szafarski, his wife, and Trent and Carol A. Szafarski MORTGAGOR AND NATIONAL HERITAGE MORTGAGE CORPORATION, MORTGAGEE, DATED December 31, 1986. REVISED SAID MORTGAGE AS FOLLOWS:

01/11/22
Printed & Complied
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1. PAGE 2, THE SECOND COVENANT OF THE MORTGAGE IS AMENDED TO READ:

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) 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 MORTGAGEE) LESS ALL SUMS ALREADY PAID THEREFOR DEVIDED 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 THE MORTGAGEE IN TRUST TO PAY SAID GROUND RENTS, PREMIUMS, TAXES AND SPECIAL ASSESSMENTS; AND

(B) ALL PAYMENTS MENTIONED IN THE TWO PRECEDING SUBSECTIONS OR THE 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:

- (I) GROUND RENTS, IF ANY, TAXES, SPECIAL ASSESSMENTS, FIRE AND OTHER HAZARD INSURANCE PREMIUMS;
- (II) INTEREST ON THE NOTE SECURED HEREBY, AND
- (III) AMORTIZATION OF 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 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 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 THE 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 PAYMENTS FOR SUCH GROUND RENTS, TAXES, ASSESSMENTS, OR INSURANCE PREMIUMS 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

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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.

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

Casey T. Szaflarski
MORTGAGOR Casey T. Szaflarski

DEPT-61 RECORDING \$14.25

TRN 1473 01/08/87 07:34:00

#2786 # A *-87-011988

COOK COUNTY RECORDER

Denise Szaflarski
MORTGAGOR Denise Szaflarski

Denise Szaflarski
Denise Szaflarski

Carol A. Szaflarski
Carol A. Szaflarski

87-011988
16

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