2 of 2/Land Title America, Inc./L-101194-C1/HORNE

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

#### MORTGAGE

THIS INDENTURE, Made this

day of

. between

13th

1987 January,

ERNEST A GILCHRIST, AND GERALDINE WEATHERALL GILCHRIST, HIS WIFE

87031560

Mortgagor, and

MARGARETTEN & COMPANY, INC.

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

and authorized to

the State of New Jersey

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

Sixty- Nine Thousand, Eight Hundred Fifty- Seven lars (\$ 69,857.00 ) payable with interest at the rate of and 00/100

Dollars (\$

Nine AND One-Half Per Centum per centum ( 9 /N/) 1/2 %) per %) per annum on the unpaid balance until paid, and made payable to the order per centum ( of the Mortgagee at its orfice

in Perth Amboy, Nev √ersey

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

Five Hundred Eighty- Sevan and 50/100 ) or the first day of , and a like sum on Dollars (\$ 587.50 Manch: 1 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, 2017 .

NOW, THEREFORE, the said Mortgagor, for the order 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 assigns, the following described Real Estate situate, lying, and being in the and the State of Illinois, to wit: county of COOK

LOT 1 IN SLOCK 1 IN ERNST F. WENDELL'S SUBDIVISION OF LOT 35 10 TO 39 AND THE WEST 20 FEET OF LOT 40 IN BLOCK 1 IN DEMAREST AND KAMERLING'S GRAND AVENUE SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

4030 West Kamerling Avenue. Chicago, 1L 60651 Common Property Address:

Permanent Index Number:

16-03-223-024-0000, Volume 547

BHO

"REFERENCES IN FIRM BY A MONTHLY MORTGAGE
INSURANCE PRESENTED LIBER TO THIS MORTGAGE."

BY THE ATTACHED LIBER TO THIS MORTGAGE."

ASSUMPTION RIGHT ATTRUCTO CONTROL MAD MADE A CART HERMOR

> PREPROMEIN HOSE PATROLING THEOLED AND MADE A PARTITION

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.

ILLINOIS FHA MORTGAGE MAR-1201 (8/86)

Replaces 1L-701 (Rev. 7/85)

repart of a leading of

of Ettand Title America, Inc./L-101199-C1/HUD

inder subsection (a) of the preceding paragraph. property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property section (proceedings or at the time the property is otherwise acquired, the balance then remaining unpaid under said flowe and shall properly adjust any payments which shall have been made against the amount of principal then remaining unpaid under said flowe and shall properly adjust any payments which shall have been made defeation where 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 total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph. At the succeed the amount of the payments of the payments and assessments, or insurance primaria, at the continuous at the case may be, such excess, and assessments, or insurance premiums, at the case may be, such excess of the Mortgagor, shall be credited on subsection (b) of the preceding pragraphs shall not be sufficient to pay ground remis, taxes, and assessments, or insurance premiums, as the case may be, when the same shall be once due and payable, the monthly payment of the Mortgagor under subsection (b) of the preceding pragraph and payable, the monthly payment of the Mortgagor under the same shall be once due and payable, generally subsection as assessments, to insurance premiums shall be due. If at any time the deficiency, on or before the date when payment of such general the Mortgagor shall be monthly in Mortgagor and the deficiency, on or before the date when payment of such general the Mortgagor shall be successful to the Mortgagor shall be made by the Mortgagor in accounts of the Mortgagor shall be preceding paragraph which the Mortgagor is payments under the provisions of the Mortgagor shall be preceding paragraph which the Mortgagor is payments and the provisions of subsection and any being paragraph which the Mortgagor is payments in the provisions of subsection and any of Housing in the Mortgagor is absection to the Mortgagor in the provisions of subsection and any of the Mortgagor and the same shall, in the provisions of the Mortgagor and the same shall be a subsection and the same shall be any being the subsection and the same shall be subsected in the same shall be subsection and the same shall be subsected in the same shall be subsection and the same shall be subsected in the same shall be subsection and the same shall be subsec

not to exceed four cents (45) for each dollar (\$!) for each payment more than fifteen (15) cays in arrears, to cover the extra expense in handling delinquent payments. due date of the next auch payment, constitute an event of default under this mortgage, Tie Aortgagee may collect a "late charge" of its highly wardedialency in the amount of any agricate monthly payment shall university and the Moitgago, prior to the

(III) (VI)

Adjoined

(in then of mortgage insurance premium), as the case may be; ground rents, if any, taxes, special assessments, fire, and other haze d naurance premiums; amortization of the principal of the said Mote.

្ត ១១៩ ១៧៤ All payments mentioned in the two preceding subsections of this prograph and all payments to be made under the Note secured be applied by the Mortgaget to the following items in the order set for no be applied by the Mortgaget to the following items in the order set for no premium chargaget to the following items in the order set for no premium chargaget to the following items in the order set for no premium chargaget to the following items in the order set for no monthly charge to many per norteses insurance premium), as the Gase may be:

with to bey said ground rents, premiums, taxes and special as, saments; and order at the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in

A sum equal to the ground rents, it any, next due, piv. the premiums that will next become due and payable on policies of fire and casessaments next due on the mortgaged property (all as casessaments next due on the mortgaged property (all as estimated by the number of months to elapse before one month prior estimated by the number of months to elapse before one month prior

The series of the same of the series of the series of the series of the same of the same.

"The same of the same same of the s Housing Act, an amount surface to accumulate in the hands of the holder one (1) month prior to its due date the annual actions the decretary of Housing and Uthan Development, and Uthan Development of the Country of Housing Act, as amended, and applicable Regulations thereunder; or the housing and Uthan Development, and Uthan Development, and Uthan Development, and It and so long as said Mote of evel dat and this instrument are held by the Secretary of Housing and Uthan Development, and it and so long as said Mote of evel dat and this instrument are held by the Secretary of Housing and Uthan Development, and

JENSTOBERDEL WILD BE VOLUE MOOLESSECTION TO THE MOUTHLY DESCRIBED THE MOOLE IS THE MOOLE IS THE MOOLE SELLE TO THE MOOLE SELLE TO THE MOOLE SELLE THE MOOLE SE

That privilege is read to pay the debt in whole or in part on any installment due date.

AND the said her gagor further covenants and agrees as follows:

required not shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises 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 thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, excessment, or lien so contested and the sale or forfeiture 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 Mortgagee shall not be

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premisums, when due, and may make such repairs to the property herein mortgaged mas 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 mortgaged premises, if not otherwise paid by 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 suffer any then of meethanics, men or material men to attach to said premises; or any tax of assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or any tax of assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or dity in which the said land is situate, upon the Mortgager on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be or any tax of assessment of the count of the ownership thereoff; (3) a sum sufficient to keep all buildings of insurance be on any tax may be required by the Mortgagee.

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AND SAID MORTOAGOR covenants and agrees:

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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 not been made hereinbefore.

All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Mortgagor or other transfer of litle 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 security of the indebtedness secured hereby, whether or not.

THE MORTGAGOR URTHER AGREES that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Ac. win'n 60 days from the date hereof (within statement of any-officer of the Department of Housing and Urban Development or authorized 39.0° of the Secretary of Housing and Urban Development dated subsequent in the 60 days' time from the date of this Mortgage, declining to ' isu e said Note and this Mortgage, being deemed conclusive proof of such intelligibility), 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 beggin 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 thereby supported, 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 sail debt is declared to be due, the Mortgages shall have the right immediately to foreclose this Mortgage, and upon the filing of any bill for that purpose; the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of the person or persons liable for the payment of the indebteur as 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 real enption, 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, 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 Nigrapage, 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 me 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 Mortgage in any count of the 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 proceeding, thall be a further lien and charge upon the said premises under this Mortgage, and all such expenses shall become so much additional in debterdness 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 e.to neys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the mon'es 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 Norte 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 Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

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include the plural, the plural the singular, and the masculine gender shall include the feminine. heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall THE COVENAUTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective

WITNESS the hand and seal of the Mortg.

JUTY OF Cook  1, the undersigned, a n
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or the tester per
The second of the second of the
en en en grand for en en signifiker und de en

m., and duly recorded in Boo

County, Illinois, on the

60067 Filed for Record in the Recorder's Office of

me this day in person and acknowledged that (he, she, they) signed, sealed, and delivered the said instrument as (his, hers, their) free and voluntary act for the uses and purposes therein set .c.ch, including the release and waiver of the right of personally known to me to be the same person whose name(s) s (s. c) subscribed to the foregoing instrument, appeared before

. 1881 , Yreunat 10 **VBD** पारा

PALATINE, IL 60067. 887 WILMETTE ROAD, SUITE E. MARGARETTEN & COMPANY, INC.

TOWN

day of

My Commission Expires 3/2/88

Kathleen E. Home Motery Public, State of Illinois

"OFFICIAL SEAL"

PALATINE

GIVEN under my hand and Notarial Seal this

CODNIX OF Cook

Notary Public

Page

887 E WILMETTE ROAD

This instrument was prepared by:

MARGARETTEN & COMPANY INC

ERMEST, A GILCHRIST, AND GERALDINE WEATHERALL GILCHRIC. MIS WIFE

# UNOFFICIAL COPY 8 7 0 3 1 5 6 0

FHA! LOAN#

131-4725216~703B 6086-681i

FHA MORTGAGE PREPAYMENT RIDER

THIS RIDER,	DATED THE 13TH DAY OF JANUARY 1987
AMENDS THE MORTG	AGE OF EVEN DATE BY AND RETWEEN MARGARETTEN AND COMPANY, INC.,
THE MORTGAGEE, A	ND ERNEST A CILCHRIST & GERALDINE WEATHERALL CILCHRIST,
	, THE MORTGAGOR, AS FOLLOWS:
1.0	IN THE FIFTH UNNUMBERED PARAGRAPH OF PAGE TWO, THE SENTENCE WHICH READS AS FOLLOWS IS DELETED:
•	THAT PRIVILEGE IS RESERVED TO PAY THE DEBT IN WHOLE, OR AN AMOUNT EQUAL TO ONE OR MORE MONTHLY PAYMENTS ON THE PRINCIPAL THAT ARE NEXT DUE ON THE NOTE, ON THE FIRST DAY OF ANY MONTH PRIOR TO MATURITY; PROVIDED HOWEVER, THAT WRITTEN NOTICE OF AN INTENTION TO EXERCISE SUCH PRIVILEGE IS GIVEN AT LEAST THIRTY (30) DAYS PRIOR TO PREPAYMENT.
2.	THE FIFTH UNNUMBERED FAFAGRAPH OF PAGE TWO, IS AMENDED BY THE ADDITION OF THE FULLOWING:
	"PRIVILEGE IS RESERVED TO PAI THE DEBT, IN WHOLE OR IN PART, ON ANY INSTALLMENT SUE DATE."  ERNEST A GILCHRIST AND
IN WITHESS	WHEREOF, GERALDINE WEATHERAL GILCHRIST, HIS WIFE
	HAS SET HIS HAND AND SEAL THE DAY AND YEAR
FIRST AFORESAID.	ERNEST A GILCHRIST TRUSTEE'S SIGNATURE  GERALDINE WEATHERALL TRUSTEE'S  GILCHRIST SIGNATURE

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

SETTLEMENT AGENT Kathieen E. Horne

## **UNOFFICIAL COPY**

Property of Cook County Clerk's Office

# UNOFFICIAL COPY 5 6 0

**PHA#** 131-4725216-703B **LOAN#** 6086-6811

### ASSUMPTION RIDER TO MORTGAGE

This Rider made th	nis 13TH o	day of	JANUARY	, 1987 ,
modifies and amend	ls that certain	n Mortgage	of even date	herewith between
Margaretten & Comp			and ERNEST	A GILCHRIST AND
GERALDINE WEATHTRALL G	ILCHRIST, HIS	WIFE	as Mortgag	ors as follows:
The mortgages shall	.l, with the pr	rior approva	al of the Fed	eral Housing
Commissioner, or				
to be immediately				
sold or otherwise				
of law) by the mor	rgagor, pursua	ant to a cor	ntract of sal	e executed not
later than 24 mont	ins alcor the c	ate of the	execution of	this mortgage or
not later than 24				
property subject t	o this Morrgag	je, to a pur	cnaser wnose	credit has not
been approved in a	ccordance wat	rue redur	ements of th	e Commissioner.
				•
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		(0)	method. A	W. V. L. Kerry
		MORTG	AGOR PRUNG	DA OTTOURTOR
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MORTGAGOR

## **UNOFFICIAL COPY**

Definition 1 (1)

Property of Cook County Clerk's Office

STATE: ILLINOIS

## UNOFFICIAL COR

#### "FHA MORTGAGE RIDER"

ERNEST A GILCHRIST AND

GERALDINE WEATHERALL GILCHRIST, HIS WIFE This rider to the Mortgage between\_\_\_ JANUARY 13 19 87 is deemed to Margaretten & Company, Inc. dated\_\_ 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 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 al? payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
  - ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums.
  - interest on the note secured hereby, and
  - III. amortization of the principal of the said note.

Any deficiency in the amount of sic) aggregate monthly payment shall, unless made good by the mortgagor prior to the due date of the next such payment, constitute an event of derault under this mortgage. The Mortgagee may collect a "late charge" rot to exceed four cents (4¢) for each dollar (\$1) for each payment more thin 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 remiums, 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 ander subjection (a) of the preceding paragraph shall not be sufficient to pay ground rents, takes, and assessments, or insurance premiums, as the case may be, when the sare 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 it 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 5 of pg. 3 is added as follows: "This option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due on to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development".

ERNEST A GILCHRIST

MORTGAGOR

GERALDINE WEATHERALL GILCHRIST

The County Clarks Office