Tie formasous in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

MORTGAGE

THIS INDENTURE, Made this

16th

UNOFFIC.

day of March, 1987

. between

OZELL SANDERS, BACHELOR AND JOSEPH HODGES, DIVORCED AND NOT SINCE REMARRIED BRENDA SANDERS, SPINSTER

, Mortgagor, and

MARGARETTEN & COMPANY, INC.

a corporation organized and existing under the laws of the State of New Jersey 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 date herewith, in the principal sum of

Fifty- Eight Thousand, Three Hundred Eighty- Seven

) payable with interest at the rate of 58,387,00

Ten Per Centum per centum (10

Dollars (\$

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

and 00/100

of the Mortgagee at its office in Perth Amboy, New Versey 08862

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 and 64/100 Five Hundred Twelve

) on ine first day of May 1, 1987 Dollars (\$ 512.64 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 April, 2017

NOW, THEREFORE, the said Mortgagor, for the netter securing of the payment of the said principal sum of money and interest and the performance of the covenants and agree, or the serior 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 county of COOK and the State of Illinois, to wit:

IN BLOCK 3 IN ULLMAN'S SUBDIVISION OF THE SOUTHEAST 1/4 LOT 1 OF THE SOUTHWEST 1/4 AND THE WEST 1/3 OF THE SOUTH 20 ACRES OF COLUMN STATE TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIUIAN, IN COOK COUNTY, ILLINOIS.

13-33-316.02

property address: 1758 N. Frackwood

PREPAYMENT RIDER ATTACHED HERETO AND MADE A PART HEREOF

COUK CHUNTY RECORDER

ASSUMPTION RIDER ATTACHED HERETO AND MADE A PART HEREOF

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

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)

- PALATHIE, IL 60007

3 athur give

COMPANY, INC.

... 1, ARM Z88

MARGARETTELL

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inute, 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.

Page	30	m., and duly recorded in Book	ο,ς[οςκ	18
	day of	County, Illinois, on the		
	jo :	for Record in the Recorder's Office	OC. NO. Filed	DK
90	0.	, NC	MARGARETTEN & COMPANY I 887 E WILMETTE ROAD PALATINE IL 60067	1
	7		nis instrument was prepared by:	łΤ
1 - 7-90 Notory Public	norto		**OFFICIAL SEAL** Notary Public, State of Illinois My Commission Expires 11/7/90	
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מצב אונם אאוגבנ טו נווב נוצעו טו	mennang me rer		eir) free and voluntary act for the u smestead.	
e said instrument as (his, hers,	d, and delivered th	ed that (he, she, they) signed, seale	ersonally known to me to be the same this day in person and acknowledg	u
		0,		
		45.	BREHDA SANDERS, SPINSTER	
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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 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 Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within and 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 60 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, righter 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, of three e of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum treflaining unipaid together with accused interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable, 275.19 of 1810.02.

ANDIN THE EVENTY that the whole of said details 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 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 indebtedness, recurred 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 Mortgage, 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 proment 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 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 remises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the wortgageor 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 court of the country, 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 ease 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, wall be a further lien and charge upon the said premises under this Mortgage, and all such expenses shall become so much additional it dibtedness 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 suits, advertising, sale, and conveyance, including attribeys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the more 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; (3) 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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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 astach to said premises; to pay to the Mortgagee, as hereinafter provided, until said Mote 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.

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 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 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 preservation thereof and any monies so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid

required nor 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, assessment, or lien or 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

AND the said refort sagor further covenants and agrees as follows:

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

That, together with, an t in a idition to, the monthly payments of the principal and interest payable under the terms of the Note secured hereby, the Mortgagee, on the first day of each month until the said Note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium it this instrument and the Mote secured hereby are fire ved, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Mousing and Urban Development, as follows;

(1) If and so long as said Note of er an date and this instrument are insured or are reinsured under the provisions of the Mational Mote of er an agent and the parts are insured under the provisions of the Mational Advisor of the Mational Advisor

Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual month prior to its due date the annual monthage insurance premium, in ord it to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development, a mand Urban Development, a monthage to said Mote of even date a to the insurance are held by the Secretary of Housing and Urban Development, a monthaly character in lieu of a mortage in surance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per sequence of the surance date of a mortage in surance of the suran

(1/2) per centum of the average outstanding Dalance due on the Mote computed without taking into account delinquencies or

brepayments;

trust to pay said ground rents, premiums, taxes and special assess ments; and to the date when such ground rents, premiums, taxes and as see inents will become delinquent, such sums to be held by Mortgagee in other hazard insurance covering the mortgaged property. Pins taxes and assessments next due on the mortgaged property (all as estimated by the mumber of months to elapse before one month prior (b) 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

(c) All payments mentioned in the two preceding subsections of this peragnant and all payments to be made under the Note secured hereby shall be added together and the aggregate amount thereof shall te p iid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set form:

premium charges under the contract of insurance with the Secretary of Fousing and Urban Development, or monthly charge

ground rents, if any, taxes, special assessments, fire, and other hazard injurance premiums; interest on the Note secured hereby; and (in lieu of mortgage insurance premium), as the case may be;

amortization of the principal of the said Note.

involved in handling delinquent payments. 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 'Act, gagee may collect a 'llate charge' not to exceed four cents (44) for each dollar (51) for each payment more than fifteen (15) days it, arrears, to cover the extra expense involved in bandling delicences.

under subsection (a) of the preceding paragraph. uefault 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 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 under said Note and shall property adjust any payments which shall have been made against the amount of principal then emaining under said Note and shall property adjust any payments which shall have been made and any balance remaining in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall, exceed the amount of the payments actually made by the Mortgagoe for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is ourrent, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or trefunded to the Mortgagor. It, however, the monthly payment made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sulficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then 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 shall, in ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee shall, in continuous and the provisions of the Mortgagee shall, in the Mortgagee secured hereby, full payment of the Mortgagor all payments made under the Mortgagee shall, in (a) of the preveigne paragraph, the Mortgagee shall, in the Mortgagee secured hereby, full payment of the Mortgagor all payments made under the provisions of subsection and the preveign of the Mortgagee shall be a send any balance remaining in the funds accumulated under the provisions of subsection. (b) of the preceding paragraph. If there shall be a and any balance remaining in the funds accumulated under the provisions of subsection. (b) of the preceding paragraph. If there shall be a and any balance remaining in the funds accumulated under the provisions of subsection. If there is any to the Becreany of Houtgage is the shall be a send and any page.

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FHA# 131-4833712-703B LOAN# 6086-4080

FHA MORTGAGE PREPAYMENT RIDER

	this river, Dated the local Dat of March 1987,
	AMENDS THE MORTGAGE OF EVEN DATE BY AND BETWEEN MARGARETTEN AND COMPANY, INC., Ozell Sanders, Bachelor and Joseph Hodges, Divorced and THE MORTGAGE, AND Not Since Remarried, and Brenda Sanders, Spinster
	, THE MORTGAGOR, AS FOLLOWS:
	 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 LAY 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 PAREGRAPH OF PAGE TWO, IS AMENDED BY THE ADDITION OF THE FOLLOWING:
	"PRIVILEGE IS RESERVED TO PAY THE DEBT, IN WHOLE OR IN PART, ON ANY INSTALLMENT DUE DATE."
	IN WITNESS WHEREOF, Ozell Sanders, Bachelor and Joseph Hodges, Divorced and Not
Since R	temarried, Brenda Sanders, Spinster HAS SET HIS HAND AND SEAL THE DAY AND YEAR
F	FIRST AFORESAID. Brenda Sanders 3/16/2-MORTGAGOR OR TRUSTEE'S
	SIGNATURE MORTGAGOR OR TRUSTEE'S SIGNATURE MORTGAGOR MORTGAGOR OR TRUSTEE'S SIGNATURE MORTGAGOR
	SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:
_	SEULEMENT AGENT 87161840

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Property of Coot County Clert's Office

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FHA# 131-4833712-703B LOAN# 6086-4080

ASSUMPTION RIDER TO MORTGAGE

This Rider made this 16th day of March , 198/	,
modifies and amends that certain Mortgage of even date herewith between the control of the control of the certain Mortgage of even date herewith between the certain Mortgage of even date herewith the certain Mortgage of even date her	veen
Margaretten & Company, Inc., as Mortgagee, and Joseph Hodges, Divorced a	nd Not
<u>Since Remarried, Brenda Sanders, Spinster</u> as Mortgagors as follow	≀s :
mb	
The mortgage (shall, with the prior approval of the Federal Housing	
Commissioner, or his designee, declare all sums secured by this mort	
to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or oper	
of law) by the mortgagor, pursuant to a contract of sale executed no	ation
later than 24 months after the date of the execution of this mortgag	
not later than 24 months after the date of a prior transfer of the	e or
property subject to this mortgage, to a purchaser whose credit has n	ot
been approved in accordance with the requirements of the Commissione	
4	
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Appenda Sanders 31	<u>161</u> 87
MORTGAGOR	
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MORTGAGOR	
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Joseph Hotels	
// MORTGAGOR	
·C	

MORTGAGOR

"FHA MORTGAGE RIDER"

Ozell Sanders, Bachelor and Joseph Hodges, Divorced This rider to the Mortgage between & Not Since Remarried, Brenda Sanders, Spinster and Margaretten & Company, Inc. dated March 16 , 1987 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 ortgagee) 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, promiums, taxes and special assessments, and
- (b) All payments reriioned in the two preceding subsections of this paragraph and all farments 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 anv, taxes, special assessments, fire and other hazard insurance premiums.
 - II. interest on the note secured hereby, and
 - III. amortization of the principa! of the said note.

Any deficiency in the amount of 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 defailt under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (S1) for each payment more than lifteen (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 p emiums, 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 rints, taxes, and assessments, or insurance premiums, as the case may be, when the sime 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 wany 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 to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development".

Morrison Sunders

MORTGAGOR

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MORTGAGOR HOLDE