UNOFFICIAL2GOP

Tis 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

24th

day of April. 1987

, between

SAM SAYADIAD, AND JULIET G SAYADIAD, HIS WIFE

. 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 datcherewith, in the principal sum of

Fifty- Nine Thousand, and 00/100

) payable with interest at the rate of 59,000.00 Dollars (\$

Eight AND One-Half Per Centum

%) per annum on the unpaid balance until paid, and made payable to the order 8 AND 1/2 per centum (of the Mortgagee at its office

in Penth Amboy, New Jarsey 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

Four Hundred Fifty- Three and 71/100 onlars (\$ 453.71 on the first day of Dollars (\$ June 1. 1987 the first day of each and every month thereafter unt I 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 May, 2017

NOW, THEREFORE, the said Mortgagor, for the letter 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

UNIT D-207 IN BUILDING 1 IN PARK ORLEANS CONDOMINIUMS, AS DELINEATED ON PLAT OF SURVEY OF PART OF LOT 1 IN VILLAGE ON THE LAKE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 29, AND PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 25, 1971 AS DOCUMENT 2138121, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDO-MINIUM MADE BYOUSS, HOME CORPORATION, A CORPORATION OF DELA-WARE, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 25849259, TOGETHER WITH A PER-CENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH THE AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION; AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CON-VEYED EFFECTIVE ON THE RECORDING OF EAST SUCH AMENDED DEC-LARATION; AND TOGETHER WITH THE EXCLUSIVE USE OF PARKING SPACE 31, A LIMITED COMMON ELEMENT, AS DEFINED IN SAID DECLAR-SEE ATTACHED

PREPAYMENT RIDER ATTACHED HERETO

ASSUMPTION RIDER ATTACHED HERETO AND MADE A PART HEREOF

AND MADE A PART HEREOF.

PIN: 08-32-101-026-1036

CONDOMINIUM 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 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)

homestead.

WITNESS the hand and seal of the Mortgagor, the day and year first written. 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 COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective

COUNTY RECORDER 90. B1 & nawon no8: пемоплов

SLYLE OF ILLINOIS

COOK COUNTY OF

SAN SAYADZAD, AND JULIET & SAYADZAD, HIS WIFE I, the undersigned, a notary public, in and for the county and State aforesaid, Do Hereby Certify That

personally known to me to be the same person whose name(t) is (u.e) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (he, she, they) again, sealed, and delivered the said instrument as (his, hers,

o,crock

MARGARETTEN & COMPANY INC 887 E WILMETTE RODD 7806 II SUITALAR

Luis justinuicut was brepared by:

CIVEN under my hand and Notarial Seal this their) free and volumery act for the uses and purposes therein so forth, including the release and waiver of the right of

ollang Kulto

Motery Public, State of Illinois TAMM W' WELEBS

OLLICIVI SEVIL

My Cemmission Expires 10/28/89

m., and duly recorded in Book

Filed for Record in the Recorder's Office of

County, Illinois, on the

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Page.

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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 Mortgager to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on a count 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 with 160 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 use of raid Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its opt on 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 250 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 debtes reclaimed 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 indebted ies; 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 comption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mort agee 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 officiency, 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 abov -described premises under an order of a court in which an action is pending to foreclose this Mortgage or a subsequent mortgage, the said Mortgage, 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 still premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgage or others upon such terms and conditions, either within or beyond any period of rederaption, as are approved by the court; colly a and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such arrow is 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 liw 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 ceasing 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, shall be a further lien and charge upon the said premises under this Mortgage, and all such expenses shall become so much additional indebtachess 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 proce ds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attraces, solicitors, and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the rior ies 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 North 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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If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph and exceed the amount of the payments actually made by the Mortgagor or included to the follower; the monthly payment made by the Mortgagor, shall be credited on subsection (b) of the preceding pravity or refunded to the Mortgagor, the monthly payment made by the Mortgagor under subsection (b) of the preceding pravity or refunded to the Mortgagor, and assessments, or insurance premiums, as the case may be, when the same shall be one subsection (b) of the preceding pravity or refunded to the Mortgagor shall pay to the Mortgagor shall mot be subsection (b) of the same shall be and assessments, or insurance premiums, as the case may be, when the same shall be subsection (b) of the provisions of the Mortgagor shall render to the Mortgagor shall render to the Mortgagor shall render to the Mortgagor shall associated the Mortgagor shall in account of the Mortgagor shall render to the Mortgagor shall, in second control the Mortgagor shall in the following in the funds accumulated under the Mortgagor shall be a standard and any balance render the mortgage resulting in a public sale of the provents of the provisions of the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the commencement of such proceeding paragraph. If there shall be a standard and the time of the commencement of such proceeding paragraph as a credit and shall pay the same shall have been made and the amount of the proceeding paragraph as a credit assample in the interference and into paragraph as a credit assamply in the same shall apply, at the time of the convergence of such proceedings or at the time the property and the same and the same shall apply, at the time of the proceeding or at the time the property and the same a

duc date of the next such payment, constitute an event of default under this mortgage. The Mr. 1gage may collect a "late charge" enot to exceed four cents (4c) for each dollar (51) for each payment more than fifteen (15) day it arears, to cover the extra expense involved in handing delinquent payments. Any defliciency in the amount of any such aggregate monthly payment shall, unless mac's good by the Mortgagor prior to the

(II) ground rents, it any, taxes, special assessments, fire, and other hazard insurance premiums; (III) injerest on the Note secured hereby; and (III) amortization of the principal of the said Note. (in lieu of mortgage insurance premium), as the case may be;

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

(c) All payments mentioned in the two preceding subsections of this reading and all payments to be made under the Motegage to the aggregate amount thereof shall be added together and the aggregate amount thereof shall be added together and the aggregate set for his because to the following items in the order set for his factors of the monthly charge.

trust to pay said ground rents, premiums, taxes and as essn ents; and (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 confer marked by the Mortgages) less all sums already paid the dot 'livided by the number of months to elapse before one month prior estimated by the Mortgages) less all sums already paid the dot 'livided by the number of months to elapse before one month prior

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the Marian amount sufficient to provide the holder for a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing Act; an amount suffer on the National stands of the holder one of month prior to its due date the annual montages insurance premium; it ones to provide such holder with funds to pay such premium to the Secretary of Housing Act; as amended, and applicable Regulations thereunder; or mortgage, insurance premium; it ones to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development, and Urban Development, and Urban Development, and Utban Development, and Urban Development and Urban Development

That, together with, and in at dition to, the monthly payments of the principal and interest payable under the terms of the Note secured needly the fall paid, the following sums:

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

AND the said worth agor further covenants and agrees as follows:

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall strike the premises described herein or sax lies as a situated thereon, so long as the Mortgagor shall in good faith, contest the same or the validity the real proceedings horeing the same of competent jurisdiction, which shall operate to prevent the collection of the tax, instead of the same of the said premises or any part thereof to satisfy the same.

**Sax assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

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 property herein mortgagee may pay such taxes, assessments, and insurance premises or to keep said premises in good repair; the Mortgagee may pay such taxes, assessments, and insurance premises or the property herein mortgaged as in its discretion it may deem necessary for the proper premises, when due, and may make such repairs to the property for the property for the property of the may deem necessary for the proper premises, it not otherwise paid by the Mortgager.

(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 instrument, not to suffer any illen of inschanles men or material men to instrument, not to suffer any illen of inschanles men or material men to assessment son said premises, for any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or said premises, for any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or said premises, or any time to keep all buildings of the said instance of said indebtedness, insured for the Mortgagee in such forms of meurance in such insurance in such insurance; and in such any time being the Mortgagee.

AND SAID MORTGAGOR covenants and agrees:

TO THE PROPERTY OF THE PROPERT

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CENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME. WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH THE AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION; AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS, WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CON-VEYED EFFECTIVE ON THE RECORDING OF EAST SUCH AMENDED DEC-LARATION; AND TOGETHER WITH THE EXCLUSIVE USE OF PARKING Jok col County Of County Clerks Andrews SPACE 31, A LIMITED COMMON ELEMENT, AS DEFINED IN SAID DECLAR-

ATION, IN SCOK COUNTY, ILLINOIS.

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ATION INCOME COURTS . INCITA

FHA# 131-4955675734C LOAN# 60100163

ASSUMPTION RIDER TO MORTGAGE

This Rider made this 24th day or	
modifies and amends that certain More Margaretten & Company, Inc., as Morte	tgage of even date herewith between gagee, and SAM SAYADZAD & JULIET G. SAYADZAD
IS WIFE	as Mortgagons as follows:
	18. J&S.
The mortgagee shall, with the prior a	approval of the Federal Housing
Commissioner, cr his designee, declar to be immediately due and payable if	
co be immediately due and payable if	than by devise, descent or operation
of law) by the mortgagor, pursuant to	
later than 24 months after the date of	of the execution of this mortgage or
not later than 24 months after the da	ate of a prior transfer of the
property subject to this mortgage, to	o a purchaser whose credit has not
been approved in accordance with the	requirements of the Commissioner.
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	MORTGAGOR CULIET G. SAYADZAD
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CONDOMINIUM RIDER TO MORT GAGE FICIAL 2029 3 0

THE MORTGAGOR FURTHER COVENANTS THAT HE WILL PAY HIS SHARE OF THE COMMON EXPENSES OR ASSESSMENTS AND CHARGES BY THE ASSOCIATION OF OWNERS AS PROVIDED IN THE INSTRUMENTS ESTABLISHING THE CONDOMINIUM.

THE REGULATORY AGREEMENT EXECUTED BY THE ASSOCIATION OF OWNERS AND ATTACHED TO THE PLAN OF APARTMENT OWNERSHIP (ENABLING DECLARATION) RECORDED ON 04/24/81 IN THE LAND RECORDS OF THE COUNTY OF COOK, STATE OF ILLINOIS, AS DOCUMENT NUMBER 25849259, IS INCORPORATED IN AND MADE A PART OF THIS MORTGAGE. UPON DEFAULT UNDER THE REGULATORY AGREEMENT BY THE ASSOCIATION OF OWNERS OR BY THE MORTGAGOR AND UPON REQUEST BY THE FEDERAL HOUSING COMMISSIONER, THE MORTGAGEE, AT ITS OPTION MAY DECLARE THIS MORTGAGE IN DEFAULT AND MAY DECLARE THE WHOLE OF THE INDEBTEDNESS SECURED HEREBY TO BE DUE AND PAYABLE.

AS USED WERTIN, THE TERM "ASSESSMENTS", EXCEPT WHERE IT REFERS TO ASSESSMENTS AND CHARGES BY THE ASSOCIATION OF OWNERS, SHALL MEAN "SPECIAL ASSESSMENTS" BY STATE OR LOCAL GOVERNMENTAL AGENCIES, DISTRICTS, OR OTHER PUBLIC TAXING OR ASSESSING BODIES.

B12222359

Open Or Coot County Clarks Office.

FHA# 131-4955675734C LOAN#60100163

FHA MORTGAGE PREPAYMENT RIDER

THIS RIDER, DATED THE 24th DAY OF APRIL ,19 87 ,	
AMENDS THE MORTGAGE OF EVEN DATE BY AND BETWEEN MARGARETTEN AND COMPAN	YY, INC.,
THE MORT CALLER, AND SAM SAYADZAD & JULIET G. SAYADZAD, HIS WIFE	
, THE MORTGAGOR, AS FOLLOWS:	Jas
1. 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.	I
2. THE FIFTH UNNUMBERED FAPAGRAPH OF PAGE TWO, IS AMENDE BY THE ADDITION OF THE FOLLOWING:	:D
"PRIVILEGE IS RESERVED TO PAY THE DEBT, IN WHOLE OR IN PART, ON ANY INSTALLMENT DUE CATE."	tas
IN WITNESS WHEREOF, SAM SAYADZAD & JULIET G. SAYADZAD, HIS WIFE	
HAS SET HIS HAND AND SEAL THE DAY	AND YEAR
FIRST AFORESAID.	MORTGAGOR OR
JULIET G. SAYADZAD	TRUSTEE'S SIGNATURE MORTGAGOR OR TRUSTEE'S
+ O PATADZAGO	SIGNATURE
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SIGNED, SEALED AND DELIVERED	$\ddot{\tilde{z}}$

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