62100186 **73-1 5002924-7**03

Time form issued in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

## MORTGAGE

THIS INDENTURE, Made this

2006

day of Mary 1987

, between

SAM SIGNE JR. AND SANDRA G SLONE. HIS WIFF

87290417

, Mortgagor, and

MARGARETTEN & COMPANY, INC.

a corporation organized and existing under the laws of this State of New Johnson 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 day berewith, in the principal sum of Sinty Suyar Thousand, Four Hundred Seventy and 00/100

Suvan Thousand, 67,450.00

AND On the last function ) payable with interest at the rate of AND on the last function Dollars (\$

ight

81 211 1/2 per centum ( %) per annum on the unpaid balance until paid, and made payable to the order

of the Mortgagee at its office in I was in, New Jerran 08830

or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of Five Hundred Fight Hen and 84/100

518.84 July 1, 1987 ) on the first day of Dollars (\$ , and a like sum on 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 or, the first day of .

NOW, THEREFORE, the said Mortgugor, for the batter 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 MORTGACE and WARRANT unto the Mortgagee, its successors or assigns, the collowing described Real Estate situate, lying, and being in the and the State of Illinois, to wit: county of

LOT 13 IN BLOCK 11 IN LINCOLNWOOD SUBDIVISION, BEING A SUBDIVISION OF PART LOT 13 IN BLOCK 11 IN LINCOLNWOOD SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 13, EXTLOP THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON AUGUST 7, 1957 AS DOCUMENT NO. 16978902 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON AUGUST 7, 1957 AS DOCUMENT.

NO. LR 17048360 AND FILED IN SAID REGISTRAR'S OFFICE ON OCTOBER 25, 1957 AS DOCUMENT NO. LR 1765892, AS SUPPLEMENTED BY SECOND SUPPLEMENT TO PLAT RECORDED IN SAID RECORDER'S OFFICE ON NOVEMBER 13, 1957 AS DOCUMENT. RECORDED IN SAID RECORDER'S OFFICE ON NOVEMBER 13, 1957 AS DOCUMENT NO. 17064455; AS AMENDED BY AMENDMENT TO SUPPLEMENT TO PLAT RECORDED IN SAID RECORDER'S OFFICE ON FEBRUARY 14, 1958 AS DOCUMENT TO 17134004, AN FILED IN SAID REGISTRAR'S OFFICE ON FEBRUARY 14, 1958 AS DOCUMENT NO. LR 1781984 AND AS AMENDED BY SECOND AMENDMENT TO SUPPLEMENT TO PLAT 17134904, AND RECORDED IN SAID RECORDER'S OFFICE ON JUNE 25, 1958 AS DOCUMENT NO. 17243556 AND FILED IN SAID REGISTRAR'S OFFICE ON JUNE 25, 1918 AS DOCUMENT NO. LR 1802981, IN COOK COUNTY, ILLINDIS. PERMANENT TAX NO. 31-24-435-016 205 ILLINOIS STREET PARK FOREST IL 60466

205 ILLINOISST IC-31-24-435-016 GAUGAIL

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-1291 (8/86)

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## UNOFFICIAL CORY , ,

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 policles 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 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 MORTG/.CO! FURTHER AGREES that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized 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 1/4 o ation, 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 it 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 with goth is declared to be due, the Mortgage 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 Mortgago, 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 Mortgage in possession of the premises of the person or persons liable for the payment of the individues 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 redemption, as a homestead, enter as order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mirtgagee with power to collect the resits, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case or signand a deficiency, during the full statutory period of redemption, and such reents, 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 'no're-described premises under an order of a court in which an action is pending to foreclose this Mortgage or a subsequent mortgage, the said Frontgagee, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assessments as may be due of 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, conject 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 law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; at d in case of any other suit, or legal proceeding, wherein the Mortgage 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 Mortgage, so made parties, for services in such suit or processings, 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 strongys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) ad the monies advanced by the Mortgagee, if any, for the purpose authorized in the Mortgage with interest on such advances at the rate set forth by the Note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby see treated 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.

0/290417

If the total of the payments made by the Mortgagor under subscribon (b) of the preceding paragrap is all exceed the amount of the payments actually made by the Mortgagor, or such excers, it is option of the Mortgagor, a ball be credited on subsequent payments to be made by the Mortgagor, or refunded to the locan is current, at the option of the Mortgagor, a ball be credited on subsection (b) of the preceding a respensible half into be sufficient to pay ground tents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, figures to pay ground tents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become payment of such five the deficiency, on or before the delete and payable, from the Mortgagor shall some the delete and payment of such fine the Mortgagor shall sender to the Mortgages any amount of such indebtedness represented thereby, the Mortgages in accordomages, tenders are secured hereby and the secured hereby and the provisions of the provisions of such indebtedness, credit to the account of the entite indebtedness represented thereby, the Mortgages is allowed in the growisions of such indebtedness, credit to the account of the balances represented thereby, the Mortgages is allowed to the provisions of such indeptedness, credit to the account of the provision of the preceding paragraph. It there shall shall any balance remaining in the tunds accumulated under subsection (b) of the provisions of the proceeding paragraph. It is time the property and the subsection (b) of the balance then remaining in the funds accumulated under subsection (b) of the balance then remaining in the funds accumulated under subsection (b) of the balance then remaining in the funds accumulated under subsection (b) of the provisions of the provisions of the provisions of the provisions of the tran If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraps at all exceed the amount of the

involved in handling delinquent payments. Any deticiency in the amount of any such aggregate monthly payment shall, unless or alle good by the Mortgagor prior to the detect the next such payment, constitute an event of default under this mortgage. It is flortaged may collect a "late charge" for the next such payment more than (Itse) c. ys in artears, to cover the exita expense not to exceed four cents (44) to reach dollar (31) for each payment more than (Itsen (IS) c. ys in artears, to cover the exita expense

- (11) ground rents, if any, taxes, special assessments, fire, and other has rd 'nsurance premiumo; (111) interest on the Mote secured hereby; and (117) amortization of the principal of the said Mote.
- (in lieu of morigage insurance premium), as the case may be;
- All payments mentioned in the two preceding subsections of this presents and all payments to be made under the Note secured hereby shall be added together and the aggregate amount thereof size to paid by the Mortgagor each month in a single payment to be applied 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) premium charges under the contract of insurance with the Secretal vertices.
- trust to pay said ground rents, premiums, taxes and special as seaments; and to the date when such ground rents, premiums, taxes and assessa ents will become delinquent, such sums to be held by Mortgagee in 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 there or divided by the number of months to elapse before one month prior
- (b) A sum equal to the ground rents, if any, next due, privative premiums that will next become due and payable on policies of fire and
- (1/2) per centum of the average outstand) ig Salance due on the Mote computed without taking into account definquencies or
- Housing Assault recording to the feet and this ment are miners are remained under the provinging for the remained the feet of the feet of
- An amount sufficient to provide the holder herent with funds to pay the next mortgage insurance premium if this instrument and dote secured hereby are fact, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Develop sent, as follows:

  1. It and so long as said Note to even date and this instrument are insured or are reinsured under the provisions of the Mational House of eventuality and the provisions of the Mational House of eventuality and support the provisions of the Mational House of the follows.
- hereby, the Mortgagor will tay to the Mortgagee, on the first day of each month until the said Note is fully paid, the following sums:

That, together with, and it and to, the monthly payments of the principal and interest payable under the terms of the Note secured.

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

consider an essent and element covenants and agrees as tollows:

issessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to sailsfy the same. It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not shall it have the right to pay, discharge, or temove any tax, assessment, or tax lien upon or against the premises or the mignovements situated therefore, 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, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forteits to be said the same.

In case of the returns of the returns of the Mortgagor to make such payments, or to satisfy any prior lies or incumbrance other than that the Mortgagee may pay such taxes, and insurance premises, or to keep said premises or assessments, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper premiums, when due, and may make such repairs to the property herein mortgaged or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

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 the security intended to be effected by virtue of this instrument; not to suffer any ilen of mechanics men or material men to asid premises; to pay to the Mortgagee, as hereinafter 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 eity in which the said premises, 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.

SAND SAID MORTGAGOR covenants and agrees:

## UNOFFICIAL COPY

## RIDER TO MORTGAGE/DEED OF TRUST

THIS	RIDE	R M/	DE THI	s	28th		DAY	0F	MAY				•	19 87 ,
MODIF	IES	AND	AMENDS	THAT	CERTA	OM N	RTGAGE,	/DEEC	OF T	RUST	OF	EVEN	DATE	19 <u>87</u> HEREWITH
BETWE	EN_	SAM	SLONE	<u>JR AND</u>	SANDR	A G.	SLONE,	HIS	WIFE					
		, AS	MORTGA	GOR, 7	and map	GARE	TTEN &	CO.,	INC,	AS	MORT	GAGEE	AS	FOLLOWS:

THE MORTGAGEE SHALL, WITH THE PRIOR APPROVAL OF THE FEDERAL HOUSING COMMISSIONER OR HIS DESIGNEE, DECLARE ALL SUMS SECURED BY THIS MORTGAGE/DEED OF TRUST 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 OPERATION OF LAW) BY THE MORTGAGOR, PURSUANT TO A CONTRACT OF SALE EXECUTED NOT LATER THAN 24 MONTHS AFTER THE DATE OF EXECUTION OF THIS MORTGAGE 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. -004 Court

This Rider to the Mortgage between SAM SLONE JR. AND SANDRA G. SLONE, HIS WIFE

and MARGARETTEN & COMPANY, INC. dated MAY 28,

19'87 is deemed to amend and supplement the Mortgage of same date as follows:
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 hereinatter provided, until said note is fullypaid, (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.

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 moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien up in 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 thin so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

AND the said Mortgagor 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, and in addition to, the monthly payments of the principal and interest payable under the terms of the note secured hereby, the Mortgager will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

- A sum equal to the ground rents, if any, next due, plus the primium, that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus laxes and assessments next due on the mortgaged property tall as estimated by the Mortgaged less in ums already had therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and
- (b) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Morigagor each month in a single payment to be applied by the Morigagee to the following items in the order of with:

ground rents, it any, taxes, special assessments, tire, and other hazard insurance premiuras: interest on the note secured hereby; and amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good the file 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 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 (NXof 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 only subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (D) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the 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 payment of such ground rents, taxes, assessments, or insurance premiums shall be due, If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection (b) 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 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 (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which sha

Thorthwar

-Borrower

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