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## UNOFFICE STATES

#### **MORTGAGE**

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

THIS INDENTURE, Made this ROBERTO G. VAZQUEZ AND SUSAN R. JULY AA . 10 VAZQUEZ, HUSBAND/WIFE

RESIDENTIAL FINANCIAL CORP. , Mortgagor, and

a corporation organized and existing under the laws of

NEW JERSEY

Mongagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date the in the principal sum of FIFTY-ONE THOUSAND, FOUR HUNDRED AND 90 /100

NINE AND ONE-HALF

51,400.00) Dollar (\$

per centum ( payable with interest at the rate of to the order of the Mortgagee at its office in 1445 VALLEY ROAD, WAYNE, NEW JERSEY

9.500 %) per annum on the unpaid balance until paid, and made payable

07470

or at such

place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of FIVE HUNDRED 14IRTY-SIX AND 73 /100

Dollars (\$ 536.73 ) on the first day SEPTEMBER 88, and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the . 19 final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of 2003 AUGUST

SV NOW, THEREFORE, the wild Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the convenants and gree nents herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following des rib d Real Estate situate, lying, and being in the County of COOK Illinois, to wit:

THE SOUTH 43 FEET OF THE NORTH 86 FEET OF LOT 14 IN BLOCK 2 IN SOFFEL'S SECOND ADDITION TO MELROSY, PARK, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINIOS.

MIP RIDER MADE A PART HEREOF."

"SEE ATTACHED PREPAYMENT/ASSUMPTION RIDER TO LORTGAGE MADE A PART HEREOF."

TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereunto or on sing, and the rents, issues, and profits thereof, and all apparatus and fixtures of every kind for the purpose of suppyling or distributing heat, light, water, or now at, 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 increase 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 sair Mu tgagee, 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 Flomest and F comption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the mortgagee, as 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 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 Mortencor.

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 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 so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

UNOFFICIAL CATHY LYNN THORN ARLINGTON HEIGHTS

155 EAST ALGONQUIN ROAD RESIDENTIAL FINANCIAL CORP. :YE CERPARED BY:

GPO 871 680 HOD:05116M(5:80)

m., and duly recorded in Book o'clock Page My Commission Expires 12/18/815 Motary Public, State of Illinois County, Illinola, on the Heva M. Hanzel "OFFICIAL SEAL" Filed for Record in the Recorder's Office of DOC' NO' olary Public DCD GIVEN under my hand and Notarial Seal this 4'D' 16 HILL 88 XILL for the uses and purposes therein set forth, including the release and waivor of the right of homestead. this day in person and acknowledged that

personally known to me to be the same person whose name "BY" subscribed to the foregoing instrument, appeared before me in person and acknowledged that THELR free and voluntary act . puz क्षक केंग्रेग्स रहा. अस्य देशक Do Hereby Certify That SUSAN R. VAZQUEZ, HUSBAND/WILE TEAL SETUCIAN . 5 OTREGOR

COUNTY OF

STATE OF ILLINOIS

(SEVF) (SEVI)

Sangary MARUR (SEVF) (SEVE)

WITNESS the hand and seal of the Mongagor, the day and year first written.

administrators, successors, and assigns of the parties hereto. Wherever used, the singular, or oer shall include the playal, the plant is singular, and the masculine THE COVENANTS HEREIN CONTAINED shall bind, and the benef is and advantages shall inute, to the respective hoirs, executors,

Acres 6 . Sec. 16 of the Montgagor shall operate to release; in any manner, the original liabilit, of the Montgagor LI IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the morfassee to any successor in interest

release or satisfaction by Mortgagee. release or satisfaction of this mortgage, and Mortgagor hereby, waives and a tradite of all statutes or laws which require the earlier execution or delivery of such

agreements herein, then this conveyance shall be null and yold and h 've go ceyll, within thirty (30) days after written demand therefor by Montasgor, execute a If Mortgagor, shall pay said note at the time and in the jar aloresaid and shall abide by, comply with, and duly perform all the covenants and Nonespor.

unpaid on tien indebtedness hereby secured; (4) all the set ", chicipal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the mortgage with interest on such advances at the rate set I with in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining documentary evidence and cost of said abstract and ex are tration of title; (2) all the moneys advanced by the Mortgages, if any, for the purpose authorized in the such decree (1) All the costs of such suit or su L. dvertising, sale, and conveyance, including attorneys, solicitors, and stenographers' fees, outlays for

VMD LHEKE RHVIT BE IMCFINEN in any decree (oreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any ness secured hereby and be allowed in any in rece forcelosing this mongage.

suit or proceedings, shall be a further lie 11 nd charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedof this montgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Montgagee, so made parties, for services in such abstract of title for the purpose. I such forcelosure, and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason solicitor's fees, and stenogra or sees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete 'VAID IN CYSE OF FORECLOSURE of this monterer by said Monterece in any court of law or equity, a reasonable sum shall be allowed for the

necessary to carry out the rovisions of this purigraph.

receive the rents, iss' 🚓 at 9 profits for the use of the premises hereinabove described, and employ other persons and expend itself such amounts as are reasonably premises to the Mo. 18, yor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court collect 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 Mongages; lease the said forcelose this mortgage or a subsequent mortgage, the said Mortgages, in its discretion, may; keep the said premises in good repair; pay such current back taxes and

Whenever the said Mongagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to preservation of the property.

issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and 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, placing the Mortgagee in poaseasion of the premisea, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order receiver, or for an order to place Morgagee in possession of the premises of the persons or persons, liable for the payment of the indebtedness secured hereby, and 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 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 saic, and without nodice to the said 🗘

WID IN THE EVENT That the whole of said debt is decisived to be due, the Mongragos shall have the fifth immediately to forcelose this montage, and accrued interest thereon, shall, at the election of the Mongagee, without notice, become immediately due and payable. due date thereof, or in case of a breach of any other coverant or agreement herein supulated, then the whole of said principal sum remaining unpaid together with

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby for a period of thiny (30) days after the

### UNOFFICIAL CORY 9

AND the said Mortgagor further convenants and agrees as follows:

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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) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:
  - (1) If and so long as said note of even day and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
  - (II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average out and ing bulance due on the note computed without taking into account delinquencies or prepayments;
- (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 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 pair therefor divided by the number of months to clapse before one month prior to the date when such ground rents, premiums, taxes and assessments will be some delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and
- (c) 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 a nount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagor to the following items in the order of torth:
  - (1) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the crue may be;
  - (II) ground rents, if any, taxes, special ass essments, fire, and other hazard insurance premiums;
  - (III) interest on the note secured hereby; and
  - (IV) amortization of the principal of the said now

Any deficiency in the amount of any such aggregate monthly or month shall, unless made good by the Montgagor prior to the due date of the next such payment, constitute an event of default under this montgage. The LA regagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the lates expense involved in handling delinquent payments.

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 Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or render to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground end, 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 Mortgage 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 the life 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 in ebted less represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made and 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 Devik or aent, 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 provisions of this mortgage resulting in a public sale of the precedings or at the time the property is otherwise acquired, the balance then remaining in the funds at numulated under subsection (b) of the preceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assigning in vortgagee all the rents, issues, and profits now due or which may hereafter become the 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 hazards, 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 Mortgager and shall be paid forthwith to the Mortgager to be applied by it on account of the indebtedness secured hereby, whether due or not.

THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within ninety 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 ninety days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and physible.

# UNOFFICIAL COPY

#### UNOFFICIAL CORY 9

#### OWNER OCCUPIED PREPAYMENT/ASSUMPTION RIDER

The Rider dated the 11TH day of JULY of even date by and between:

, 1988 , amends the mortgage

ROBERTO G. VAZQUEZ AND SUSAN R. VAZQUEZ, HUSBAND/WIFE

the Mortgagor, and RESIDENTIAL FINANCIAL CORP. as follows:

, the Mortgagee,

1. In Paragraph one on page 2, the sentence which reads as follows is deleted:

"that privilege is reserved to pay the debt in whole, or in 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 a written notice of intention to exercise such privilege is given at least thirty (30) days prior to prepayment."

Paragraph one on pace 2, 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."

3. A new provision has been added as follows:

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secure by this mortgage 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 mortgager, pursuant to a contract of sale executed not later than 12 months after the date on which the mortgage is endorsed for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF,
ROBERTO G. VAZQUEZ AND SUSAN R. VAZQUEZ, HUSBAND/WIFE

has set his hand and seal the day and year first aforesaid.

ROBERTO G. VAZQUEZ

SUSAN R. VAZQUEZ

(SEAL)

(SEAL)

88314169

signed, sealed and delivered in the presence of , ,

"OFFICIAL SEAL"
Reva M. Hanzel
Notary Public, State of Illinois
My Commission Expires 12/18/91

# **UNOFFICIAL COPY**

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## ONE TIME MIP MORTGAGE RIDER RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (5-80)

This rider attached to and made part of the Mortgage between

ROBERTO G. AND SUSAN R. VAZQUEZ

Mortgagor and, Mortgagee,

dated

RESIDENTIAL FINANCIAL CORP 7-11-88 revises said Morto

revises said Mortgage as follows:

Page 2, the second covenant of the Mortgagor is amended to read:

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 sur 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 therefore 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 Mortgager each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
  - (I) ground rents, if any, tixes, special assessments, fire, and other hazard insurance premiums;
  - (II) interest on the note secured nereby; and (III) amortization of principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of defiult under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment than fifteen (15) days in arrears, to cover the extra expanse 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 Mortgagoe for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan in current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor, and life, however, the monthly payments made by the Mortgagor under subsection (a) 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; shalls become due; and payable, then the Mortgagor shalls payed the Montgage any amount necessary to make up the deficiency, on on 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 Mortgage, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgage shall; print computing the amount; of is 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 addefault under any of the provisions of this mortgage resulting in appublic sale of the premises; covered hereby, or if the Mortgagee acquires the property otherwise after default to the Mortgagee.

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ROBERTO C. VAZQUEZ

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S. Page 2, the penultimate paragraph is amended to add the following

sections accumulated under subsection (a) of the preceding page and as a bicredit and printing under soid equied the different is a confidence received and the area fear and repeat the first of the confidence shall apply, at the time of the commencement of such proceedings or at the