This Rider to the Mortgage between DEBRA MCGARRY CALVICLO DIVORCED AND NOT SINCE REMARRIED AND MICHAEL MCGARRY MARRIED TO LYNN MICHAEL MCGARRY MARRIED TO LYNN AND MARCARETTEN & COMPANY, INC. dated SEPTEMBER 9

19 86 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 hereinafter 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 exp.essly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgage 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 it. Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings bridely in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or its 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 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 example such privilege is given at least thirty (30) days prior to prepayment.

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 Mortgagor will pay to the Mortgagoe, 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 premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged othersty, plus taxes and assessments next due on the mortgaged property tall as estimated by the Mortgagee) less all tames already paid therefor divided by the number of months to clapse before one month prior to the date when tub ground tents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in true 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 te 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 any, taxes, special assessments, lire, and other hazard insurance premiems:
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 by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgager may collect a "late charge" not to exceed four cents (4') for each dollar (\$1) for each payment more than if (ce) (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 (BXof 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 refunded 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 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 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 property adjust any payments which shall have been made under subsection (d) of the preceding paragraph.

-Borrower
-Borrower
-Borrower

STATE: ILLINOIS UND FILE : 62863280

This Rider to the Mortgage between DEBRA MCGARRY CALVILLO, DIVORCED AND NOT SINCE REMARRIED AND MICHAEL MCGARRY MARRIED TO LYNN M.LIBERA D.M. Z. M. Z. J. SEPTEMBER 9 and MARCARETTEN & COMPANY, INC. dated

19 86 is deemed to amend and supplement the Mortgage of the same date as follows:

AND SAID MORTGAGOR covenants and agrees:

1. In the fourth un-numbered paragraph, 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 monyhly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. The fourth un-numbered paragraph, page 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."

And McJanna Borrower

Borrower Calculler

-Borrower

MORTGAGE

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

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62863280

THIS INDENTURE, Made this 9th day of September, 1986, between DEBRA MCGARRY CALVILLO, DIVORCED AND NOT SINCE REMARRIED AND, MICHAEL MCGARRY, MARRIED TO LYNNM. LIBERA D.M. JMJ M

, Mortgagor, and

Margaretten & Company, Inc., a corporation organized and existing under the laws of the state of New Jersey and authorized to do business in the state of Illinois, Mortgagee.

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

Farty-Four Thousand, Two Hundred Seventy and 00/100 ~ (\$ 44,278.88) payable with interest at the rate of

Dollars

Ten Per Sentum

NOTE IDENTIFIED

per centum (1.0) %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in Perth Amboy, NJ 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

Toree Hundred Eighty-Eight and 69/100

Dollars (\$ 388.69) on the first day of November 1, 1986, 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 on the first day of over 2016

NOW, THEREFORE, the said Mortgagor, for the better 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 county of and the State of Illinois, to wit:

LOT 17 IN RECKUITH'S ADDITION TO MORGAN PARK, BEING A RESUB-DIVISION OF BLOCK & OF GEORGE 1. HILL'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/2 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOR COUNTY, ILLINOIS, PERMANENT 16X NO. 24-14-210-021-0000 10950 S LAWNDALE AVE, CHICAGO, IL 50655

P.I. # 24-14-310-021-0000

TO COPY SOFFICE

10950 S. Lawndale Chicago, ILLINOIS

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.

554793

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

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

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and payable, then the Mortgagor shall pay to the Mortgagec any amount necessary to make up the deficiency, on to the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due, the secured the Mortgagor shall tender to the Mortgagee, in accordance with the Provisions of the note secured breteby, the Mortgagee shall, in computing the amount of such indeptedness, credit to the account of the Mortgagee thas not become obligated to pay to the Secretary 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 otherwise after default, the Mortgagee shall apply, at the time of the Continent of such proceedings on the safe of the premises covered hereby, or if the Mortgagee acquires the property of this premises covered hereby, or if the Mortgagee acquires the property of this premises overted hereby, or if the Mortgagee acquires the property is otherwise after default, the Mortgagee shall apply, at the time of the conministed under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under such note and shall property is otherwise acquired, the balance then remaining unpaid under subsection (a) of the preceding paragraph, or if the Mortgagee acquires the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph. eding paragraph. 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 Mortgage or ground rents, taxes, and assessments to be made by the Mortgagor, or refunded to the Mortgagor. It, however, the monthly payments made by the Mortgagor, or refunded 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 rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due tents, taxes, and assessments, or insurance premiums, and payable, then the Mortgagor shall become due to pay ground to be payable, then the Mortgagor shall perfect any amount necessary to make up the deficiency, on the Defort the date when payment of such ground tents, taxes, assessments, to insurance premiums shall be due.

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, and Mortgagee may collect a "fate charge" not to exceed four cents (4") for each objunt (51) for each payment more that infleen (15) days in greats, to cover the extra expense involved in handling delinquent payments.

(c) All payments mentioned in the two preceding subsections of this parecial, and all payments to be made under the more forces seemed bereby shall be added together and the aggregate amount the collect state of the Mortgage of the Mortgage of the following items in the collect set forth:

(1) premium charges under the contract of insurance with the Secretary of Heusing and Urban Development, or monthly charges in the orontast of insurance premium), as the case may be;

(11) ground tents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(11) interest on the note secured hereby; and

(11) interest on the note secured hereby; and

(11) amortivation of the principal of the said note.

(b) A sum equal to the ground tents, if any, next due, plus the property, plus taxes and assessments next due not poblete, of the and other hazard insurance covering the mortgaged property (all as estimated by the Mortgages, less, all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground tents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgages in trust to pay said ground tents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgages in trust to pay said ground tents, premiums, taxes and as-

(a) An amount sufficient to provide the he described with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby the insurance of a morthly charge (in licu of a mortgage insurance premium) if they are held by the Secretary of Housing 2007 (1) the and so long as said note of ever, dete and this instrument are insured or are reinsured under the provisions pulse to lise date the annual mort, ago insurance premium, in order to provide such holder with funds to of the Mailonal Housing Act, an amount and insurance premium, in order to provide such holder with funds to bey such premium to the Secretary of Fousing insurance premium; in order to provide such holder with funds to the same and the secretary of Fousing and Urban as amended, and applicable Regulations thereunds; or Development pursuant to the Mailonal Housing Act, to assure the secretary of Fousing and Urban as amended, and applicable Regulations thereunds; or Development, a monthly charge of even date and this instrument premium) which shall be in an amount equal to not expend the first for centary of the average outstanding balance due on the note computed without taking into account delinquencies or preparage outstanding balance due on the note computed without taking into account delinquencies or preparage outstanding balance due on the note computed without taking into account delinquencies or preparage outstanding balance due on the note computed without taking into account delinque, plus the premiums that which the second due on payable on an endone of payable on a count delinque tends, the average outstanding balance due on the note on premium equal to the ground tents, if any, next due, plus the premiums that when the said note one and payable on the angle of the an

That, together with, and in addition to, the monthly payments of the principal and interest payable under the terms of the note is fully paid, the following sums:

that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepay-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 the on the note, on the first day of any month prior to maturity; provided, however,

AND the said Nov. gagor 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 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 tong 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 saisfy the same.

cumbrance other than that for taxes of the sacsaments on and premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments on said premises, or to keep said premises in good repair, the 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 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 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 in-

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 Mortgager 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

AND SAID MORTGAGOR covenants and agrees:

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AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazard, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.

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

IN THE EVENT of default in miling any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days exter the due date thereof, or in 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 said debt is 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 out to 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 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 an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a feliciency, during the full statutory period of redemption, and such rents, issues, and profits when collected may of 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 100 e described premises under an order of a court in which an action is pending to foreclose this mortgage of 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 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 of 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 Mortgagee 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; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable ice and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, 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 attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagec, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note sequence of the 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.