# UNOFFICIAL GORY 4

FHA# 131-4804824-748

62863559

RIDER TO MORTGAGE/DEED OF TRUST

THIS RIDER MADE THIS	17TH D	AY OF MARCH	_	19 87
THIS RIDER MADE THIS MODIFIES AND AMENDS THAT	CERTAIN MORTGA	GE/DEED OF TRE	JST OF EVEN DATE	HEREWITH
BETWEEN SHERRY K. JENKII	NS, A SPINSTER	•		
AS MURTGAGUR,	AND MARGARETTEN	& CO., INC, A	IS MORTGAGEE AS	FOLLOWS:
THE MODEOLOGE CHAIL HIT				
THE MORTGAGEE SHALL, WIT	H THE PRIOR APP	ROVAL OF THE P	FEDERAL HOUSING	COMMISSIONER
OR HIS DESIGNEE, DECLARE INMEDIATELY DUE AND PAYA	. ALL SUMS SECUK! DIE TE ALL OD A	10 01 1012 NOT	(IGAGE/UEEU OF 1	KOSI IO BE
OTHERWISE TRANSFERRED (O	THEN THAN ON ME	TANI UL INE 1 Secondo Secondo	VOLEKII 13 SAFA	UK T

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.

Cook County The Clerk's Office

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Property of County Clark's Office

and MARGARETTEN & COMPANY, INC. dated MARCH 17

is deemed to amend and supplement the Mortnage of same date as follows: 87 1s deemed to amend and suppleme 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 hen of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as nerematter 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 he on said premises, during the continuance of said indebtedness, insured for the benefit of the Morigagee 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 Mortgages 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 tall other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee chall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax hen appropriate 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 brough in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or it is so contested and the sale or forfeiture of the said premises or any part thereof to satisty 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 Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

- County 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 tall as estimated by the Mortgaged less all taxes already paid therefor divided by the months to elanse before one month prior to the date when such ground rents, premiums, taxes and assessments will become definitional such sums to be held by Mortgagee in size, to pay said ground rents, premiums, (a) 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 ageregate amount 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:
  - eround tents, it any, taxes, special assessments, tire, and other hazard insurance premiulary interest on the note secured hereby; and amortization of the principal of the said note.

Any deficiency in the amount of any such appreciate 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 Not payment collect a "fate ename" not to exceed four cents (4') for each dollar (51) for each payment more than fifter (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 he, 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 emire 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 tay of the preceding paragraph which the Mortgager has 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 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 tunds accumulated under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and snall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

-Borrower

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Bis form is sed in connection with mortgages insured under the one- to four-family provisions of the National-Housing Act.

### MORTGAGE

HIS INDENTURE, Made this AY JENKINS, SPINSTER

171:h

. between

MARGARETTEN & COMPANY,

a corporation organized and existing under the laws of the State of New 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 herewith, in the principal sum of Ninety- Seven and 00/100.

32,697.00

) payable with interest at the rate of

Control per centum (

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

of the Mortgagee at its office

or at such other place as the holder risy designate in writing, and delivered; the said principal and interest being payable in monthly installments of Two Hundred Sixty- Three and 21/100

on the first day of May 1, 1987 263:21 :Dollars (\$ and a like sum on the first day of each and every month thereafte 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

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 agrements 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 THE BLOCK B IN ARTHUR T. MCINTON & COMPANY'S SOUTHTOWN MANOR UNIT NO. 2 BEING A SUBDIVISION IN THE NORTHWEST FRACTIONAL 1/4 SOUTH OF THE INDIAN BOUNDARY LINE, OF SECTION 29 FOUNSHIP: 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GOOK COUNTY, ILLINGIS. 780 PERMANENT TAX NO. 28-23-119-015 Q GOOK COUNTY, ILLINOIS. 3714 ARTHUR TERRACE MARKHAM, 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.

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THE COVENAUTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective

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e asoresaid, Do Hereby Certily That	anne nun kuuneen suur		SHERRY KAY JENKINS, SPINST
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My Commission Expirer 9, 28/87

Jo yab

M U95 & COMPANY INC MARGARETTEN This instrument was prepared by:

HOWENDOD

Filed for Record in the Recorder's Office of

County, Illinois, on the

DOC: NO:

Notified\_\_\_ Address. eliver certifito 359988 188665E maised idress. Delivor duplicate Trust ST त्रिक्ष । इस् W 19: 31 Page 30 m., and duly recorded in Book o,cjock

### 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 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 account of the indebtedness secured hereby, whether or not.

THE MORTGAGOR PURTHER AGREES that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act which 60 days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized as art of the Secretary of Housing and Urban Development dated subsequent to the 60 days' time from the date of this Mortgage, declining to assure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgage or the holder of the Note may, at its option, declare all sums secured hereby immediately due and parable.

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 lase 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 sa'd deb' 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 purpole, 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 permises of the person or persons liable for the payment of the indebtodies 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 red inption, 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 sail and a deficiency, 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 poisession of the above described premises under an order of a court in which an action is pending to foreclose this Mortgage or a subsequent mortgage, the said i.d. it agee, 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 Mortgager or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues; and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

AND IN CASE OF FORECLOSURE of this Mortgage by said Mortgage in any could all on 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 care 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 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 proce of any sale made in pursuance of any such decree: (1) All the costs of such sult or suits, advertising, sale, and conveyance, including "attrneys", solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the rio 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 Note 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.

### **UNOFFICIAL COPY**

and any obtains the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgages acquires the property otherwise after default, the Mortgages shall apply, at the time of the commencement of such proceedings or at the time the property otherwise acquired, the balance then remaining in the funds accumulated under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said Note and shall property acceding paragraph.

under subsection (a) of the preceding paragraph. If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragrap, "or!! exceed the amount of the payments actually made by the Mortgagor for ground rents, taxes, and assessments, or insurance premiums, at the control of the Mortgagor, or refunded to if the loan is current, at the option of the Mortgagor, shall be credited on subsection (b) of the preceding pragraph shall not be sultivitied to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall be ome due and payable, ficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall be ome due and payable, ground rents, taxes, assessments, or insurance premiums; has the deficiency, on or before the date when payment of such the Mortgagor shall tender to the Mortgagor, in accordance rents, taxes, assessments, or insurance premiums; shall be due. If at any time, the Mortgagor shall tender to the Mortgagor, in accordance with the provisions of the preceding pragraph which the Mortgages are such the Mortgagor shall the smount of such indebtedness, credit to the account of the Mortgagor shall shall the provisions of subsection (b) of the preceding paragraph which the Mortgage has not become obligated to pay to the Secretary of Housing and Urban Development, on the preceding paragraph which the Mortgage resulting in a public sale of the preceding paragraph. If there shall be a default under any of the preceding paragraph. If this mortgage resulting in a public sale of the preceding paragraph. If there shall be a default under any of the Preceding paragraph. If there is also the preceding paragraph. If there is also be a default under any of the Preceding paragraph. If there is also is a public sale of the preceding paragraph. If there is also is the preceding paragraph. If there is a public sale of the preceding paragraph. If there is a public sale of the preceding paragraph. If the mort is a preceding paragraph.

involved in handling delinquent payments.

Any deficiency in the amount of any such aggregate monthly payment shall, unlers a sade good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "fast charge" not to exceed four cents (4c) for each dollar (51) for each payment more than fifteen (15) Devy in arrears, to cover the extense involved in handling delinguished transmitted.

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(in lieu of morigage insurance premium), as the case may be; ground rents, if any, taxes, special assessments, fire, and other haz rd insurance premiums; interest on the Note secured hereby; and amortization of the principal of the said Note.

All payments mentioned in the two preceding subsections of this pure raph and all payments to be made under the Note secured hereby shall be added together and the aggregate amount thereof snall b paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set for .i.

(1) premium charges under the contract of insurance with the Secretary of Tousing and Urban Development, or monthly charge.

to the date when such ground rents, premiums, taxes and assessments; and struct to pay said ground rents, premiums, taxes and special as essments; 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 there or the months to elapse belone one month prior (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on politice and

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 outstanding balance due on the Mote computed without taking into account delinquencies or

of Housing and Urban Developtions, as follows:

(I) If and so long as said More of even date and this instrument are insured or are reinsured under the provisions of the Mational Housing Act, an amount sufficient to accumulate in the hands of the holder one (I) 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 Mational Housing Act, as amended, and applicable Regulations thereunder; or the and of the solong as said Note of even details instrument are held by the Secretary of Housing and Urban Development, a grantly of the secretary of Housing and Urban Development, a grantly of the secretary of Housing and Urban Development, a grantly of the secretary of Housing and Urban Development, a grantly of the secretary of Housing and Urban Development, a grantly of the secretary of Housing and Urban Development, a grantly of the secretary of the processe its pay and the secretary of Housing to one-twelfth (JALS) of one-half.

An amount sufficient to previde the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the Mote secured hereby are man ed, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary

That, together with, ettinaldition to, the monthly payments of the principal and interest payable under the terms of the Note secured hereby, the Mortgagor will tay to the Mortgagee, on the first day of each month until the said Mote is fully 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 Mr reagor further covenants and agrees as follows:

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, confest the same of the validity that 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. it is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be

In ease of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for the may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgagee as in its discretion it may deem necressary for the property preservation thereof and any monies 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.

of insurance, and in such amounts, as may be required by the Mortgagee. 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 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 country, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership therefore, (2) a sum sufficient to keep all buildings or city in which the said land is situate, upon the Mortgagor on account of the ownership thereoff; (2) a sum sufficient to keep all buildings that such a sum sufficient to keep all buildings of insurance 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.