 FHA	Assumability	Rider	•
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THIS FHA ASSUMABILITY RIDER is made this 1st day of June, 19 87 and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure the Borrower's note to

GMAC Mortgage Corporation of Pa.

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at:

900 North Arlington Heights Road Arlington Heights Illinois 60004

(Property Address)

"The Mortgagee shall with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured 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 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, to a purchaser whose credit har not been approved in accordance with the requirements of the Commissioner."

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this FHA Assumability Rider.

Witnesses:

\_\_ (Seal)

Neil R. Vanek

Borrower

(Seal) Borrower

(Scal)

Borrower

(Scal)
Bottower

3623155

### ADJUSTABLE RATE RIDER

1st day of THIS ADJUSTABLE RATE RIDER is made this June , 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Mortgage"), of even date herewith, given by the undersigned ("Mortgager") to secure Mortgagor's Adjustable Rate Note ("Note"), of even date herewith, to GMAC Mortgage Corporation of Pa.

("Mortgagee"), covering the
premises described in the Mortgage and located at

900 North Arlington Heights Road Arlington Heights Illinois 60004.

Notwithstanding anything to the contrary set forth in the Mortgage, Mortgagor and Mortgagee hereby agree to the following:

- Under the Note, the initial stated interest rate of per centum ( $\frac{7.5\%}{}$ ) per annum ("Initial Interest Rate" the unpaid principal balance is subject to change, as hereliafter described. When the interest rate changes, the equal monthly installments of principal and interest also will be argusted, as hereinafter provided, so that each installment will be in an amount necessary to fully amortize the unpaid principal balance of the Note, at the new adjusted interest rate, over the remaining term of the Note.
- The first adjustment to the interest rate (if any adjustment is required) will be effective on the first day of <u>October</u>, 19 88 (which date will not be less than twelve months from the due date of the first pstallment payment under the Note), and thereafter each adjustment to the interest rate will be made effective on that day of each succeeding year during the term of the Mortgage "Change Date").
- Each adjustment to the interest rate will be made based upon the following method of carloying the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year ("Index"; the Index is published in the Federal Reserve Lulletin and made available by the United States Treasury Department in Statistical Roleaso H. 15(519)). As of each Change Date, it will be determined whether or not an interest rate adjustment must be made, and the amount of the new adjusted interest rate, if any, as follows:
  - The amount of the Index will be determined, using the most recently available figure, thirty (30) days before the Change Date ("Current Index").
  - \_%; the "Margin") wo percentage points (2.0 %; the "Margin") will be added to the Current Index and the sum of this addition will be rounded to the nearest one-eighth of one percentage point (0.125%). The rounded sum, of the Margin plus the Current Index, will be called the "Calculated Interest Rate" for each Change Date.
  - (c) The Calculated Interest Rate will be compared to the interest rate being earned immediately prior to the current Change Date (such interest rate being called the "Existing Interest Rate"). Then, the new adjusted interest rate, if any, will be determined as follows:

- (i) If the Calculated Interest Rate is the same as the Existing Interest Rate, the Interest rate will not change.
- (ii) If the difference between the Calculated Interest Rate and the Existing Interest Rate is less than or equal to one percentage point, the new adjusted interest rate will be equal to the Calculated Interest Rate (subject to the maximum allowable change over the term of the Mortgage of five percentage points, in either direction, from the Initial Interest Rate, herein called the "5% Cap").
- (iii) If the Calculated Interest Rate exceeds the Existing Interest Rate by more than one percentage point, the new adjusted interest rate will be equal to one percentage point higher than the Existing Interest Rate (subject to the 5% Cap).
- (iv) If the Calculated Interest Rate is less chan the Existing Interest Rate by more than one parcentage point, the new adjusted interest rate will be equal to one percentage point less than the Existing Interest Rate (subject to the 5% Cap).
- (d) Notwithstanding anything contained in this Adjustable Pate Rider, in no event will any new adjusted interest rate be more than five percentage (5,,) points higher or lower than the Initial Interest Rate. If any increase or decrease in the Existing Interest Rate would cause the new adjusted interest rate to exceed the 5% Cap, the new adjusted interest rate will be limited to five percentage (5%) points higher or lower, whichever is applicable, than the Initial Interest Rate.
- (e) Mortgagee will perform the functions required under Subparagraphs 3(a), (b) and (c) to determine the amount of the new adjusted interest rate, if any. Any such new adjusted rate will become effective on the Change Date and thereafter will be deemed to be the Existing Interest Rate. The new Existing Interest Rate will remain in effect until the next Change Date on which the interest rate is adjusted.
- (f) The method set forth in this Paragraph 3 of this Adjustable Rate Rider, for determining whether or not an adjustment must be made to the Existing Interest Rate incorporates the effects of the provisions of 24 CFR 203.49(e)(1) and 234.79(e)(1) which require that changes in the Index in excess of one percentage point must be carried over for inclusion in adjustments to the Existing Interest Rate in subsequent years.
- (g) If the Index is no longer available, Mortgagee will be required to use any index prescribed by the Department of Housing and Urban Development, Mortgagee will notify Mortgagor in writing of any such substitute index (giving all necessary information for Mortgagor to obtain such index)

and after the date of such notice the substitute index will be deemed to be the Index hereunder.

- A. (a) If the Existing Interest Rate changes on any Change Date, Mortgagee will recalculate the monthly installment payments of principal and interest to determine the amount which would be necessary to repay in full, on the maturity date, the unpaid principal balance (which unpaid principal balance will be deemed to be the amount due on such Change Date assuming there has been no default in any payment on the Note but that all prepayments on the Note have been taken into account), at the new Existing Interest Rate, in equal monthly payments. On or before the Change Date, Mortgagee will give Mortgagor written notice ("Adjustment Notice") of any change in the Existing Interest Rate and of the revised amount of the monthly installment payments of principal and interest, calculated as provided above. Each Adjustment Notice will set forth (i) the date the Adjustment Notice is given, (ii) the Change Date, (iii) the new Existing Interest Rate as adjusted on the Change Date, (iv) the amount of the adjusted monthly installment payments, calculated as provided above, (v) the Current Index, (vi) the method of calculating the adjustment to the monthly installment payments, and (vii) any other information which may be required by law from time to time.
  - (b) Mortgagor agrees to pay the adjusted monthly installment amount beginning on the first payment date which occurs at least thirty (30) days after Mortgagee has given the Adjustment Notice to Mortgagor. Mortgagor will continue to pay the adjusted monthly installment amount set forth in the last Adjustment Notice given by Mortgagee to Mortgagor until the first payment date which occurs at least thirty (30) days after Mortgagoe has given a further Adjustment Notice to Mortgagor. Notythstanding anything to the contrary contained in this Adjustable Rate Rider or the Mortgago, Mortgagor will be relieved of any obligation to pay, and Mortgagoe will have forfeited its right to collect, any increase in the monthly installment amount (caused by the recalculation of such amount under Subparagraph 4(a)) for any payment date occurring less than thirty (30) days after Mortgagee has given the applicable Adjustment Notice to Mortgagor.
  - (c) Notwithstanding anything contained in this Adjustable Rate Rider, in the event that (i) the Emisting Interest Rate was reduced on a Change Date, and (ii) Morgagee failed to give the Adjustment Notice when required, and (iii) Mortgagor consequently, has made any monthly installment payments in excess of the amount which would have been set forth in such Adjustment Notice ("Excess Payments"), then Mortgagor, at Mortgagor's sole option, may either (1) demand the return from Mortgagee (who for the purposes of this sentence will be deemed to be the mortgagee or mortgagees who received such Excess Payments, whether or not any much mortgagee subsequently assigned the Mortgage) of all or any portion of such Excess Payments, with interest thereon at a rate equal to the Index on the Change Date when the Existing Interest Rate was so reduced, from the date each such Excess Payment was made by Mortgagor to repayment, or (2) request that all or any portion of such Excess Payments, together with all interests thereon calculated as provided above, be applied as payments against principal.
- 5. Nothing contained in this Adjustable Rate Rider will permit the Mortgagee to accomplish an interest rate adjustment through an increase (or decrease) to the unpaid principal balance. Changes to the Existing Interest Rate may only be

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reflected through adjustment to Mortgagor's monthly installment payments of principal and interest, as provided for herein.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Property of County Clerk's Office

Suo A. Vanek

FHA 8/84

4

### State of Illinois

### Mortgage

131:5087729

This Indenture, made this

First

June day of

. 1987 between

Neil R. Vanek and Sue A. Vanek, His Wife

. Mortgagor, and

GMAC Mortgage Corporation of Pa. a corporation organized and existing under the laws of the State of Pennsylvania

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 Ninety Thousand Five Hundred Fifty and 00/100's

Dollars (\$ 90,550.00

payable with interest withe rate of, Seven and One-Half

(%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in per centum t Elkins Park. Pennsylvania

at such other place as the bode, may designate in writing, and delivered; the said principal and interest being payable in monthly installments of

Six Hundred Thirty Three and 14/100's

Dollars 15 633.14

. 1967, 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 into read if not sconer paid, shall be due and payable on the first day of

### \*SEE ADJUSTABLE RATE RIDER

Now, Therefore, the said Mortgagor, for the better security of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by the expresents 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:

### PARCEL 1:

LOT 12 IN BLOCK 4 IN CONE'S SUBDIVISION OF LOTS 1 AND 2 OF THE SUB-DIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29. TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN.

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### PARCEL 2:

LOT 1 IN SCHROEDER'S SUBDIVISION OF THE EAST 2 1/2 ACRES OF THE NORTH 5 ACRES OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NOI.THWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 03-29-107-086 - 112

03-29-107-085 - 1-1 2 CFO 03-29-107-030 - 44 3 CFO

c/k/a 900 N. Arlington Heights, Arlington Heights, 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.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (ii) in accordance with the regulations for those programs.

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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 Mortgagor instead of to the Mortgagor and the Mortgagoe jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagoe 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 fore closure of this mortgago or other transfer of title to the mortgaged froperty 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 emment acmain, 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 to the Mortgagor to the Mortgage and shall be paid forthwith to the Mortgage to be applied by (3.9) 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 ciscrance under the National Housing Act, within 90 days from the date hereof (written statement of any officer of the Department of Housing and Urban Development of authorized agent of the Secretary of Housing and Urban Development added

subsequent to the 90 days' time from the date of this mortgage, declining to insure said rote 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 payable. Notwithstanding the foregoing, this option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

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 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 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 of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises and without regard to the value of said premises or whether the same shall be then 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 receive; 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 defi clency, during the full statutory period of redemption, and such rents, 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 preservation of the property.

Whenever the said Mortgagee shall be placed in possession 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 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 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 bereinabove described; and employ other persons and expend itself such amounts as are reasonably necessars 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; 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 fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further fien 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 portrage and be paid out of the proceeds of any sale made in parsuace of any such decree: (1) All the costs of such suit or suits, gay, riving, 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 money (advanced by the Mortgagee, if any, for the pur pose authorized in observations) with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (5) all the accrued interest remaining unpaid on the indebtedness hereby secured: and (4) all the said principal money remaining unpaid to the Mortgagor.

If the Mortgagor shall pay said not, on the time and in the manner aforesaid and shall abide by, coriply with, and duly perform all the covenants and agreements begin, then this conveyance shall be null and void and Mortgagee will, within thirty (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.

The Covenants Herein Contained shall bind, and the benefits and advantages shall inure, 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 feminine.

Page 2 of 4

(a) 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 Mortgages) less all sums already paid therefor civided by the mumber of months to elapse before one month prior civided by the mumber of months to elapse hefore one month prior civided by the number of months to elapse hefore and assess to the date when such ground rents, premiums, have and assess

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.

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Thut privilege is reserved to pay the debt, in whole or in part on

And the said Mortgagor further covenants and agrees as follows:

ques aut (jenes or joasay)

It is expressly provided, however fall other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required not shall it have the right to pay, discharge, or remove any tax, assessment, or tax hen upon or against the premises described herein or any part thereof or the improvement sear the same or the validity thereof the propriate legal process the same or the validity thereof the appropriate legal proceedings brought in a co or of ormpetent jurisdiction, which shall essentiate to prevent the collection of the tax, assessment, or lien so exectings brought in a co or of ormpetent jurisdiction, which shall essentiate to prevent the collection of the tax, assessment, or lien so eventessed and the sale premises or any part

MONSABON

In case of the refusal or desired of the Mortgagor to make such payments, or to satisfy any prior law or incumbrance other than payments, or to satisfy any prior law or incumbrance other than premises in good repair, the Mortgage, may each eases, assessments, and insurance premiums, when each and may make assessments, and insurance premiums, when each is discretion if and any may deem necessary for the proper preservation thereof, and any many deem necessary for the proper preservation thereof, and any anoneys so paid or expended shall become so much advicantal in debiedness, secured by this mortgage, to be paid ont of recedes of the sale of the mortgaged premises, if not otherwise paid by the

Mortgage

To keep said premises, anything that may impair the value 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 beceingfier provided, until said note is fully paid, (1) a sum sufficient to pay to the directing that may the benefit of assessment that may be levied by authority of the State of 11 and is situate, upon the Mortgage, or city in which the said hinds, or of the county, fown, village, or city in which the said land is situate, upon the Mortgager or assessment that may at any thereof, (2) a sum sufficient to keep all buildings that may at any thereof, (2) a sum sufficient to keep all buildings that may at any debtedness, insured for the benefit of the continuance of said in checking for insurance, and in such amounts, its may be required by the of insurance, and in such amounts, its may be required by the

### And Said Mortgagor covenants and agrees

To Have and to Hold the shove 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 to said Mortgagor does hereby expressly release and waive.

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 lice and other hastards, easualites and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay prompt by, when due, any premiums on such insurance provision for pay ment of which has not been made hereinbefore. All insurance shall be carried in compaines approved by the Mortgagee and the posterior in compaines approved by the Mortgagee and the eartied in compaines approved by the Mortgagee and the membranes in form payers attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagee will give incrediate notice by mail to the Mortgages, who may make proof

And as Additional Security for the preprient of the indehicaness aforesaid the Mortgagor does hereby stain to the Mortgagee all the rents, issues, and profits now due of which may hereafter become due for the use of the premises her mabove described

the amount of principal their terraining unique brader said norms off under subsection (a) of the preceding paragraph as a credit against potentianos spung qui in fluidime consiste que parentina ment of such proceedings of at the time the property is otherwise default, the Mortgame shall apply, at the time of the commence hereby, or if the Martuagee acquires the property otherwise after of this most we resulting in a public sale of the premises covered paragraph, it there shall be a default under any of the provisions, counties of under the provisions of subsection (a) of the preceding court of the Mortgagor any balance remaining in the funds acin the strough the amount of such indebtedness, credit to the acof the cours undebteduess represented thereby, the Mortgagee shall, Janice with the provisions of the note secured hereby, full payment any tune the Mortgagor shall tender to the Mortgagee, in accorrents, taxes, assessments, or insurance premiums shall be due. If at deficiency, on or before the date when payment of such ground spay that to the Mortgagee any amount necessary to make up the when the same shall become due and payable, then the Mortgagor taxes, and assessments, or maurance premiums, as the case may be, preceding paragraph shall not be sufficient to pay ground rents, payments made by the Mortgagor under subsection (a) of the shall be credited on subsequent payments to be made by the More gagor, or retunded to the Mortgagor. It, however, the monthly such excess, if the loan is current, at the option of the Mortgagor, laxes, and assessments, or insurance premiums, as the case may be, of the payments actually made by the Mortgages for ground rents, subsection in of the preceding paragraph shall exceed the amount if the total of the payments made by the Mortgagor under

Any deficiency in the amount of any such aggregate monthly pay ment shall, unless made good by the Mortgagor prior to the dire 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 (51) for each payment more than lifteen (15) days in atteats, to cover the extra expense involved in handling delinquent payments.

(it) inte charges

(iii) inferest on the note secured hereby; amortization of the principal of the said note; and

hazard insurance premiums;

toven.

(i) ground rents, if any, taxes, special assessments, fire, and other

(b) All payments mentioned in the preceding subsection 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 Mortgages each month in a single payment to be applied by the Mortgages to the following items in the order set

assessments; and

ments will become delinquent, such suins to be held by Mortgages in trust to pay said ground rents, premiums, taxes and special