#### UNOFFICIAL COMPON 81 001 Page 1 of 8 2001-07-05 11:31:12 Cook County Recorder 35.50

Record and return to:

EquiCredit Corp./Secondary Marketing Dept. P.O. Box 44136/DOC. CONTROL DIV. Jacksonville, FL 32231

After Recording, Return To:

Montgomery Home Title, Inc. 390 9701 West Higgins Road, Ste. 200 Rosemont, Illinois 60018 847-698-3900 0010590258

Loan Number: 8060055772

530512-16

#### MORTGAGE

-/X				
THIS MORTGAGE is made this	22nd	day of	June 2001	, between the
Mortgagor, RYANE COOK AND JOYCE (			Juiic 2001	(herein "Borrower"),
and the Mortgagee, EquiCredit	A ALTIB WILL			a corporation organized
and existing under the laws of NC wh	nose address is 7	808 W. College D	r 3NE Palos Heigh	
(herein "Lender").				
,	0/			
Whereas, Borrower is indebted to Len-	der in the prize ip	al sum of U.S.	<u>100,000,00</u>	which
indebtedness is evidenced by Borrower's note (herein "Note"), providing for monthly instal	dated	Jun e 22, 2001	and exte	nsions and renewals thereof
	lments of principal	l and interest, wit	th the balance of inde	btedness, if not sooner paid,
due and payable onJuly_1, 2031	<u> </u>			
		Y/)		.4 . 6 . 11 4
To Secure to Lender the repayment of the	he indebtedness evi	denced by the No	ote, with interest there	on; the payment of all other
sums, with interest thereon, advanced in acco	ordance herewith to	o protect the se	hity of this Mortgage;	and the performance of the
covenants and agreements of Borrower herein	contained, Borrow	er does nereby m	or Safe' Klain and con	vey to Lender, the following
described property located in the County of _	COOK		, Similar of Humbis:	
Legally described as:				
THE SOUTH 15 FEET OF LO	OT 7 AND LOT	8 (EXCEPT T	HE SOUTH 5-1/2	*
FEET THEREOF) IN SUB-BI	LOCK 2 IN SUP	BDIVISION OF	F THE NORTH 1/2	
OF BLOCK INE, A SUBDIVI	SION OF THE	SOUTHEAST	<b>4 OF THE NORT</b>	H) (O)
EAST ¼ OF THE SECTION	27, TOWNSHIE	<sup>2</sup> 36 NORTH, I	RANGE 14 EASTN	
THIRD PRINCIPAL MERID	IAN, IN COOK	COUNTY, ILI	LINOIS.	15 3 %
•				
<u> </u>				<u> </u>
	•			
				かくらぎ
	TODDENS CEDT	TEICATE NO. 20	)-27-230-022-0000	•
•	TORREND CERT	.II IOAIL NO. E	, <u>D</u> , <u>D</u> J4-022-0000	
which has the address of 7418 S. Evans	Chicago, IL 6061	9		
	Street, City, State, 2		(herein "Property A	Address");

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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#### UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment, late charges and other charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be chigated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Fands to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or the agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground reads, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they that fue, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require

Upon payment in full of all sums secured by this Mortgage, Lence, shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.
- 4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Lorrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property ("Property Taxes") which may attain a priority over this Mortgage and leasehold payments or ground rents, if any. In the event Borrower fails to pay any due and payable Property Taxes, Lender may in its sole discretion, pay such charges and add the amounts thereof to the principal amount of the loan secured by the Security Insument on which interest shall accrue at the contract rate set forth in the Note.
- 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. In the event Borrower fails to maintain hazard insurance (including any required flood insurance) in an amount sufficient to satisfy all indebtedness, fees, and charges owed Lender (in addition to payment of all liens and charges which may have priority over Lender's interest in the property), Lender may, in its sole discretion, obtain such insurance naming Lender as the sole beneficiary (single interest coverage). Lender may add any premiums paid for such insurance to the principal amount of the loan secured by this Security Instrument on which interest shall accrue at the contract rate set forth in the Note. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Lender's expense to protect Lender's interest in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by this agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the cost of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The cost of the insurance may be more than the cost of insurance Borrower may be able to obtain on Borrower's own.

In the event of loss Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by for ower.

If the Property is abundaned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if his Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 7. Protection of Lender's Security. If Borrow's fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property (including without limitation), then Lender, at Lender's option, upon notice to Borrower may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. In addition, Grantor (Mortgagor) covenants at all times to do all things necessary to defend the title to all of the said property, but the Beneficiary (Mortgagee) shall have the right at any time to intervene in any suit affecting such title and to amploy independent counsel in connection with any suit to which it may be a party by intervention or otherwise, and upon demand. Grantor (Mortgagor) agrees either (1) to pay the Beneficiary all reasonable expenses paid or incurred by it in respect to any such suit affecting title to any such property, or affecting the Beneficiary's (Mortgagee's) liens or rights hereunder, including, reasonable fees to the Beneficiary's (Mortgagee's) attorneys or (2) to permit the addition of such expenses, costs, recording fees, and attorney's fees to the Beneficiary's (Mortgage) on which interest shall accrue at the Note rate.

If Lender required mortgage insurance as a condition of making the loan secured by the Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Lender may, at Lender's option, incur recording fees and other related expenses for the purpos, of recording mortgage satisfactions in order to from the land records of the County in which the property is located, mortgages of other encumbrances which have been paid in full.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
- 10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any Form #963 IL (12/99)

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forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.
- 12. Notice. Example for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Montgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower shall ulfil all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliance. (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of index years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in coordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

Lender may consent to a sale or transfer if: (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security

Instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Morigage to be immediately que and payable without farther demand and may foreclose this Mortgage by judicial proceeding. Lender shall be ensured to called in such proceeding. Il expenses if foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the

Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration wide, paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to

Borrower. Borrower shall pay all costs of recordation, if any.

Waiver of Homestcad. Borro wer boreby waives all rights of homestead exemption in the Property. Riders to this Mortgage. If one or more riders are executed by Borrower and recorded together with this Mortgage, the 21.

covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage. [Check applicable box(es)].

X	Adjustable Rate Rider	Condominium Rider
	Family Rider	Planted Unit Development Rider
X	Other(s) specify	SEE ATTACHED EXHIBIT "A"

Conformity With Laws. If any provision of this Mortgage (Deed of Trust) is found to be in violation of any law, rule or regulation which affects the validity and/or enforceability of the Note and/or Mongago (Deed of Trust), that provision shall be deemed modified to comply with applicable law, rule, or regulation. Office

Form #963 Il (12/99)

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#### REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

this Mortgage to	o give Notice (	uest the holder of a to Lender, at Lende or other foreclosure	er's address set f	eed of trust or other orth on page one o	r encumbrance w f this Mortgage,	ith a lien which h of any default un	as priority over ocher the superior
							<b>(37)</b>
In Witness	Whereof Horn	rower has executed	this Mortosce				
		De la		Borrower	ML RYANE COOK	Cook	5
		Ox	C <sub>0</sub> (	Borrower	JOYCE COOK	, ·	<del></del>
			4	2001UM	JOTO 2010E		
				Borover			
STATE OF	Illinois	,	соок	co	UNTYS		
		ary Public in and fi CE COOK, HIS W		nd state, do hereby	certify that	<u> </u>	
personally knows	n to me to be t cknowledged	the person(s) whose that he/she signed	e name(s) arc su				
Given under	my hand and	official seal this _	22n	day,	of June. 2	001	•
My Commission	Expires:	"OFFICIAL S CESAR SOBAR Notary Public, State My Commission Expir	SEAL"  RZO JR.  of Illinois	An .			
A STATE OF THE PARTY OF THE PAR	"OFFIE CESAR SC Notary Pup 12. Y Commission	PECAL STRAPES		Morary Public	*		
.,		Andrew Control of the					

Loan Number: 8060055772

#### ADJUSTABLE RATE RIDER

(libor index - rate caps)

THIS ADJUSTABLE RATE RIDER is made this 22nd day of June 2001 and is incorporated
into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to:
EquiCredit (the "Lender") of
the same date and covering the property described in the Security Instrument and located at:
7418 S. Evans Chicago IL 60619
(Property Address)
THE NOTE CONTAINS PLOVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY TIME AND THE NAYIMUM RATE THE BORROWER MUST PAY.
Additional Covenants. In addition to the ovenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
A. INTEREST RATE AND MONTHLY PAYMENT CHANGES
The Note provides for an initial interest rate of 9.710 %. The Note provides for changes in the interest
rate and the monthly payments, as follows:
(A) Change Dates The interest rate I will pay may change on the first day of July, 2003, and on that day every six months
The interest rate I will pay may change on the first day of, and on that day every six months thereafter. Each date on which my interest rate could change is called "Change Date."
(B) The Index
Beginning with the first Change Date, my interest rate will be based or an Index. The "Index" is the London InterBank
Offered Rate for dollar deposits having a maturity of six months ("LIBOR") as eported in the Wall Street Journal published in
Orlando, Florida. The most recent index figure available as of the 15th day of the month or next business day thereafter of the
month which is two months prior to the change date is called the "Current Index."  If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information.
The Note Holder will give me notice of this choice.
(C) Calculation of Changes
Before each Change Date, the Note Holder will calculate my new interest rate by adding 1x 4 48/100 percentage points
(6.460 %) to the Current Index. The Note Holder will then round the result of this addition to the hearest one-eighth of one
percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest
rate until the next Change Date.
The Note Holder will then determine the amount of the monthly payment that would be sufficient to any the unpaid
principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially
equal payments. The result of this calculation will be the new amount of my monthly payment.  (D) Limits on Interest Rate Changes
The interest rate I am required to pay at the first Change Date will not be greater than 12.710 % or less than
9.710 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than
one percentage point (1.00%) from the rate of interest I have been paying for the preceding six months. My interest rate will
never be greater than17.375 % nor less than the initial rate.
(E) Effective Date of Changes
My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment
beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.  (F) Notice of Changes
The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly
payment before the effective date of any change. The notice will include information required by law to be given me and also
the title and telephone number of a person who will answer any question I may have regarding the notice.
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#### **UNOFFICIAL COPY**

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#### B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred for if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's price written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrumen. Jender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender 1/2 evaluate the intended transferee as if new loan were being made to the transferee; and (b) Lender reasonably determines the Conder's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require in mediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instancent. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted b. th.s Security Instrument without further notice or demand on Borrower.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Ride

Borrower