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RECORD AND RETURN TO:
CARL I. BROWN AND COMPANY Oba ABC, MORTGAGE COMPANY OF ILLINOIS
612 WEST 47TH STREET
KANSAS CITY, MISSOURI 64112

(Space Above This Line For Recording Data)

State of Dinois

MORTGAGE

FHA Cass Me.

131:744756-729

93-54478

THIS MORTGAGE ("Letterity Instrument") is made on DECEMBER 10, 1993. The Mortgagor is PETER M. SULLIVAN AND CHRISTINE A. SULLIVAN, HUSBAND AND WIFE

10559 SOUTH TROY, CHICAGO, ILLINOIS 60655 ("Borrower"). This Security Instrument is given to

CARL I. BROWN AND COMPANY dba ABC MORTGAGE COMPANY OF ILLINOIS

which is organized and existing under the laws of

THE STATE OF KANSAS

, and whose

OSORSKIN,

address is 612 WEST 47TH STREET

KANSAS CITY, MISSOURI 64112 ("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED FOUR THOUSAND ONE HUNDRED EIGHTY FOUR AND 00/100

Dollars (U.S. \$ 104, 184.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 1, 2023.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT EG/ AND LOT 508 (EXCEPT THE NORTH 14 FEET 10 3/4 INCHES THEREOF) IN FRANK DE LUGACH'S KEDZIE BEVERLY HILLS SUBDIVISION, A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13. TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST RIGHT OF WAY LINE OF GRAND TRUNK RAILROAD, IN COOK COUNTY, ILLINOIS.

24-13-109-053 VOLUME 443

which has the address of 10559 SOUTH TROY, CHICAGO
Illinois 60655 Zu Code ("Property Address");

Street City .

4RRL) #1031

Page 1 of 6 VMP MORTGAGE FORMS - (213)293-8100 - (800)521-7291 FHA Illinois Mortgage - 2/91 DDS 1685 tricula:

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PARTY IN the charges due maker the Moto. the start of the principal of the principal of the principal Third, to interest des maler the Note;

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and off the samely montgage insurance premium; Second of the said fire, flood and other hazard insurance Second, to my lates, special successfully leaded payments or ground reals, and fire, flood and other hazard insurance

that, to the mortgage insurance premium to be paid by Leader to the Secretary or to the mouthly charge by the Secretary

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Leader of Iolivan:

credited with any behave remaining for all installments for items (a), (b), and (c). Borrower, Instantially prior to a foreclosure rate of the Property or its acquisition by Leader, Sperrower's account shall be of absent seasons of the Leader sheet Leader sheet Leaders and Leaders and Leaders and seasons any excess freeds to to credited with the believes remaining for all installments for items (a), (b), and (c) in any mortgage instance premium If Borrower tendent to Leader the full payment of all mean secured by this Security tendenment, Borrower's account shall

one-balf percent of the outstanding principal belance due on the Note. or if this Security Leadmann is hold by the Secretary, each security charge shall be in an amount equal to one-twelfth of Training out of out at meninery sometiment more lief and the date of the out of roing dates and released dates Secretary, ographom lassers ind out outsimmone of menofilms to one as at of links sectioning communications and to inscullation visions. (ii) a monthly charge immend of a mortgage insurance premium if (ii) decarity instrument is hold by the Secretary. Each to the section of the section of the section and section and section of the Secretary, or designes. In any year in which the Leader must pay a mortage incurance premium to the Secretary, each monthly payment As used in this Secretary is more the Secretary of Housing and Urben Development or his or her As used in this Secretary of Housing and Urben Development or his or her

such assenced anoti eats outs out worked to no yamaistical on our constant to pay the steer of the pay to Lender any amount of the pay to Lender any amount necessary to make up the subsequent payments by Borrower, at the option of Serrower. If the total of the payments made by Borrower for item (s), (b), to excess over one-eigh of the entire of treats or credit the excess over one-eight of the estimated payments to smount of payments required to pay each stone when due, and if payments on the Note are current, then Lender shall cither payments for such items payable to Lend. when to the dates of such items, exceeds by more than one-sixth the estimated If at any time the total of the payerents held by Lender for items (a), (b), and (c), together with the future monthly

-leaspaileb become delinquent. Lender call hold the amounts collected in trust to pay items (a), (b), and (c) before they become bluow ment as evolved thatean sero gaibes boired a mithiw sobes. I yet betalactures of links or sti A see vol acrossa laures list Tables, plus as associated to maintain an additional balance of not more than one-sixth of the estimated amounts. The Each security ment for items (a), (b), and (c) shall equal one-twelfth of the amounts, as resconsibly estimated

A Agengana by boriuper opportunit tol ambiment nements having or to be levied against the Property, (b) lesschold payments or ground rents on the Property, and (c) taining the principal and interest as not forth in the Note and my late charges, an installment of any (a) taxes and special 2. Monthly Payments of Taxes, Insurance and Other Charges, Borrower shall include in each monthly payment,

defet evidenced by the Note and late charges due mader the Note. 1. Payment at Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the

and will defend generally the title to the Property against all claims and demands, releject to any encumbrances of record. press and convey the Property and that the Property is unencombaned, except for encumbrances of record. Borrower warming DORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage,

".Vinegori" ods as immeritaed virtuoed sink as of berreins si goicgene). All replacements and midisions aball also be covered by this Security lastrament. All of the foregoing is a notherent to work so that and an analysis and profits, water rights and atook and all fixtures now or hereafter a TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, rights,

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4. Fire, Flood and Other Hazard Insurance. Berrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the demaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entities "iereto.

In the event of foreclassics of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title wit interest of Borrower in and to insurance policies in force shall pass to the purchaser

- 5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leastholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not extend waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and teat electrical tender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representatives concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Lorrower shall comply with the provisions of the lease. If Borrower sequires fee title to the Property, the leasehold and fee title slall not be merged unless Lender agrees to the merger in writing.
- 6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges. Finds and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lunder's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, it all ding payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Londer under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are 486L) :#103

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fature, or (iii) reinstalement will adversely affect the priority of the lies created by this Security Leaturement. from foreclosure on different will preclude (ii) substantial (iii) tong Violatibanani stany owt miniw synibosoong susoloonol to seamenanano odi talia issunstanian liita ismaalista militari ismaalista ismaalista militari ismaalista ismaalista militari ismaalista ism in the second instance of the second is not been a second in the second of the second in the second is not been second in the second in the second in the second is not been second in the second in t minus link annound it seems to the control of the c forechouse and responsely associated with the formal annual associated with the formal annual Security lines seems that the second to be seemed to be seemed to be seemed that Security lines seems to be seemed to be s the man all more of the second the new states with a second of the second o the Borrower has a right to be reinstanted if Lond; has required immediate payment in full been

(Value) Secretary, and the bolish due to Lender's failure to receit a minute of insurance premium to the Secretary. Miscross and resident to the same and the same and the same and the same th bereat, declining to immere this Security Immunity and the decreed thereby, shall be decreed conclusive pro the Secretary A written statement of the Secretary debt to the Secretary A will be secretarily and the secretary of the Secretary A written and the secretary of the secretary o the National House of the days from the date bornos, Londor may, at its of (e) Mortgrage Not Secured. Borrows agrees that should this Secured that the Note secured thorsby no

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And the same and the same of t to No Waiver. If circumstances as occur that would permit Lender to require immediate payment in full, but Lender dos

All the accessionage at beverings and for the first and the state of the second of the the principal residence, or the partitions as his or her principal residence, or the Dan (Manager, and (Manager, by davise or descent) by the Borrower, and

to blos at viriogent, or a beneficial interest in a true owning all or part of the Property, is sold or the monument primary the lot by the source of the source o (a) Sule Without Craffs Approval. Landor shall, if permisted by applicable law and with the prior approval of the

in) Borrower definite, for a period of thirty days, to perform any other obligations contained in this

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(a) Defined. Lander may, except as limited by regulations issued by the Secretary in the case of payment defaults, 9. Grounds for Acceleration of Debt.

Secretary. Leader samy collect free and charges authorized by the Secretary.

Obvious bolities (linged values and of bing of lines kennerated values and been stold adjusted values and address.) May be considered the search of each payments. Any excesses proceeds over an encount required to pay all 12. Successors and Assigns Bound, Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and henefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 15. Borrower's Copy, horrower shall be given one conformed copy of this Security Instrument.
- 16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender of Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Porrower has not executed any prior assignment of the rents and has not said will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Leader shall not be required to enter upon, take control of or maintain the Property refore or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

- 17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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ay in person, and acknowledged that	arbecribed to the foregoing instrument, appeared before me this d
casonally known to use to be the same person(s) whose name(s)	Peter M. Sullivan and Christine A. Su
Motory Public in and for said county and state do beroby cortify	SIONLLE OF STATE
AMANUTA O	Annual State of the Control of the C
(ling)	(Imp2)
CHRISTINE A. SULLIVAN (Sed)	
terms contained in this Security Instrument and in any ridor(s) PETA M. SULLIVAN PETA M. SULLIVAN	BY SEGNING BELOW, Berrower eccepts and agrees to be canceled with it. Witnesses:
	The second of th
	Cheeck agglicable box(es) Condominium Ridor Graduated Pal Pleaned Unit Development Ricks Growing Equ
ders are executed by Borrower and recorded together with this transcription and translegges has basens that has other coverances.	38. Rishers to this Society leatrement. If one or more is Society leatrement, the coveres of each much richer shall be is and agreements of this Society last measure as if the richer(s) were
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FHA Case No.

131:744756-729

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 10TH , 1993 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to CARL I. BROWN AND COMPANY dba ABC MORTGAGE COMPANY OF ILLINOIS

(the "Len'a") of the same date and covering the property described in the Security Instrument and located at:

10559 SOUTH TROY, CHICAGO, ILLINOIS

Property Address

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MORTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BURROWER MUST PAY.

ADDITIONAL COVENANTS. In radition to the covenants and agreements made in the Security Instrument, Borrower and Lender further cover a 2 and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

, and on that day The interest rate may change on the first day of APKI 1. . 1995 of each succeeding year. "Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be baied on an Index. "Index" means the weekly average yield on United State: Treasury Securities adjusted to a constant for writy of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. As used in this Rider, "Secretary means the Secretary of Housing and Urban Development or his or her designee." Lender will give Borrower notice of the new Index

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of TWC percentage point(s) (Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the izitial interest rate.

FHA Multistate ARM I

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Pege 1 of 2 VISP MORTGAGE FORMS - 1212/233-8100 - 2006501-7291

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the new mentaly payment of principal and interest. Note, reduced by the emount of any propayments to principal. The result of this calculation will be the amount of paid principal balance which would be owed on the Change Date if there had been no default in payment on the At the new interest rate through extensially equal payments. In making such calculation, Londor will use the principal and interest which would be necessary to ropay the suspend principal behance in full at the maturity date If the interest rate changes on a Change Date, Leader will calculate the amount of monthly payment of (3) Calculation of Payment Change

in monkey payment amount, and (viii) any other information which may be required by law from time to time. payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change date of the notice, (ii) the Change Dete, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly 🚉 motice areas to given at least 25 days before the new monthly payarent amount is due, and must set forth (i) the Lander will give notice to Borrower of any change in the interest rate and monthly payment amount. The (I) Notice of Changes

.obast of treater 10t hanged off enoised bengines caivrodute at atold odd li serve aldengines for at hannes no secretai drive tanneyng secreta fan smater cacesar payment, with interest thereon at the New Ale, be applied as payment of principal. Lender's obligation to rate (a rate equal to the interest rate which decade been stated in a timely notice), or (ii) request that any has the option to either (i) demand the retrie to Borrower of any excess payment, with interest thereon at the Note payment emounts exceeding the payment arrant which should have been stated in a timely notice, then Borrower 0f this Rider decreesed, but Leadury land to give timely notice of the decreeses and Borrower made any monthly Leader has given the required heart. If the monthly payment amount calculated in accordance with paragraph (E) calculated in accordance with perspect (E) of this Rider for any payment date cocurring less than 25 days after (P) of this Ridor. Borzow whell have no obligation to pay any increase in the monthly payment amount date which occurs at kn/4 25 days after Leader has given Borrower the notice of changes required by paragraph the Cheege Life Borrower shall make a payment in the new monthly amount beginning on the first payment A new with the calculated in accordance with paragraphs (C) and (D) of this Rider will become effective (C) Effective Date of Changes

Rate Ridor. BY 310NING BELOW, Borrower accepts and agrees to forms and covenants contained in this Adjustable

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ETER H. SULLIVAN LEAD, (Seal)	g annue-		1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1
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