### **UNOFFICIAL**

Return To:

EFS Bank 1695 Larkin Avenue Elgin, IL 60123

Eugene "Gene" Moore Fee: \$58.00 Cook County Recorder of Deeds Date: 07/31/2003 01:37 PM Pg: 1 of 18

Prepared By:

Debi Holland 1695 Larkin Avenue Elgin, IL 60123

-[Space Above This Line For Recording Data]

#### **MORTGAGE**

1st AMERICAN TITLE order # 453833

(MB 20F3)

#### **DEFINITIONS**

Words used in multiple sections of this docur ent are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarling the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is date July 15th, 2003 together with all Riders to this document.
- igus.
  Office (B) "Borrower" is Benjamin E Newhouse and Betty L Newhouse, Husband and Wife

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is EFS Bank

Lender is a Savings Bank organized and existing under the laws of State of Illinois

236609135

Form 3014 1/01

ILLINOIS - Single Family - Famile Mae/Freddie Mac UNIFORM INSTRUMENT

-6(IL) (0010).01

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VMP MORTGAGE FORMS - (800)521-729

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ander the table to the to time to the to the to the to the to the total the	pal and inte est st tion 2601 et seq. e amended from e subject matter. e subject matter.	nount due for (i) principy Instrument. es Act (12 U.S.C. Sect 3500), as they might be no that governs the sam nents and restrictions the nents are necessarily that the necessarily the necessarily that	ans insurance protecting L the regularly scheduled an Estate Settlement Procedurity ation X (24 C.F.R. Part sasor legislation or regulation (24 C.F.R. Part sasor legislation or regulation)	(M) "Mortgage Insurance" me the Loan.  (N) "Periodic Payment" means Note, plus (ii) any amounts undo implementing regulation, Regul implementing regulational or successing, or any additional or successing this Security Instrument, "RE to a "federally related mortgage to a "federally related mortgage or a "federally related mortgage.
eds paid (i) :101 ( io 11	amages, or proce ibed in Section 5	in Section 3 settlement, ar.a of d det the coverages descr astion or other taking	se items that are described; means any compensation, nsurance proceeds paid und the Property; (ii) condemi eu of condemnation; or (iv	(K) "Escrow Items" means thos (L) "Miscellaneous Proceeds" by any third party (other than in damage to, or destruction of, Property; (iii) conveyance in lidy walue and/or condition of the Province of the Pr
neowners nated by ephonic to debit	association, hon transaction origi onic terminal, te nancial institution ransfers, automat	y by a condominium funds, other than a sted through an electritions, or authorize a fir tier, or	Borrower o the Property.  on.  er" means any transier o instrument, which is in the structure of the structu	charges that are imposed on association or similar organizati (J) "Electronic Funds Transf check, draft, or similar paper instrument, computer, or magno or credit an account. Such terr machine transactions, transfers
ble final,	ell as all applica	the effect of law) as w	Tales at d orders (that have	(H) "Applicable Law" means ordinances and administrative ranon-appealable judicial opinions (I) "Community Association I
		nt Rider 🔙 1-4 Fami	Condominium Rider Planned Unit Developme Biweekly Payment Rider	Adjustania Plate Rider  Balloon Ri der  AA Rider
gniwollo	t. Borrower. The f	it that are executed by	to this Security Instrumen	due under the Note, and all sun (G) "Pi'at rs" means all Riders Riders are to be executed by Bo
e charges	it charges and late	nterest, any prepaymen	denced by the Note, plus i	(F) "Loan" means the debt evi-
	z <b>dnazuoht</b> singet in ideb ei	ED IMENIX FIVE	owes Lender ONE HUNDI ) plus interest. Borrower 1 full not later than Augu	(D) "Note" means the promised The Mote states that Borrower or HUNDRED AND 00/100 (U.S. \$125,700.00 Payments and to pay the debt in Property" means the proproperty."
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Lender's address is 1695 Larkin Avenue, Elgin, IL 60123

Lender is the mortgagee under this Security Instrument.

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(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) 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 and Lender's successors and assigns, the following described property located in the County [Type of Recording Jurisdiction]

of Cook

[Name of Recording Jurisdiction]:

UNIT 5-2 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE COUNTRY HOMES NORTH AT COBBLER'S CROSSING CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 93984078, AS AMENDED FROM TIME TO TIME, BEING A PART OF COBBLER'S CROSSING UNIT 134, RECORDED AS DCOUMENT NUMBER 93656196, BEING A SUBDIVISION OF PART OF SECTION 6, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Toot County

Parcel ID Number: 06-06-208-008-1046

1276 Christopher Court

Elgin

("Property Address"):

which currently has the address of [Street]

City, Illinois 60120

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby corveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property egainst all claims and demands, subject to any encumbrances of record.

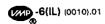
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

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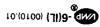
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in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and Items." At origination or at any time during the term of the Loan, Lender may require that Community Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage premiums for any and all insurance required by Lender under Section 5; and (d) Montage Insurance lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due 3. Funds for Escrow Items. Borrower shall pay to Lender on the day Pe iodic Payments are due

the Note shall not extend or postpone the due date, or change the amount, or the Periodic Payments.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under

be applied first to any prepayment charges and then as described in the Note. more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or from Borrower to the repayment of the Periodic Payments it, and to the extent that, each payment can be the late charge. If more than one Periodic Payment is outsta iding, Lender may apply any payment received

sufficient amount to pay any late charge due, the paym at may be applied to the delinquent payment and If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a

then to reduce the principal balance of the Note. shall be applied first to late charges, second to any other amounts due under this Security Instrument, and shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments

payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest 2. Application of Payrie its or Proceeds. Except as otherwise described in this Section 2, all

the Note and this Security Instrument or performing the covenants and agreements secured by this Security might have now or in the future against Lender shall relieve Borrower from making payments due under principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower such funds or string them to Borrower. If not applied earlier, such funds will be applied to the outstanding the Loan currers. If Borrower does not do so within a reasonable period of time, Lender shall either apply interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay payments in the future, but Lender is not obligated to apply such payments at the time such payments are current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan Lender may return any payment or partial payment if the payment or partial payments are insufficient to such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Payments are deemed received by Lender when received at the location designated in the Note or at

federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer. cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or due under the Note and this Security Instrument be made in one or more of the following forms, as Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments currency. However, if any check or other instrument received by Lender as payment under the Note or this

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due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds of the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESTA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, I ender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leas hold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Incrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a mann'n acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

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Lender to Borrower requesting payment.

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proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken hold such insurance proceeds until Lender has had an opportunity to inspect such Property 10 ensure the Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to

be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall may make proof of loss if not made promptly by Borrower. Unless Lender and Forrower otherwise agree In the event of loss, Borrower shall give prompt notice to the insurance cerrier and Lender. Lender shall name Lender as mortgagee and/or as an additional loss payee. for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal

right to disapprove such policies, shall include a standar I mortgage clause, and shall name Lender as All insurance policies required by Lender and renewals of such policies shall be subject to Lender's

at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest insurance that Borrower could have obtained. Any amounts disbursed by Lender this Section 5 shall acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance

payment of any kees imposed by the Federal Emergency Management Agency in connection with the reasonably raight affect such determination or certification. Borrower shall also be responsible for the and certification services and subsequent charges each time remappings or similar changes occur which determination, certification and tracking services; or (b) a one-time charge for flood zone determination require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of This insurance shall be maintained in the amounts (including deductible levels) and for the periods that other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. the Property insured against loss by fire, hazards included within the term "extended coverage," and any 5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or

review of any flood sone determination resulting from an objection by Borrower.

reporting service used by Lender in connection with this Loan.

more of the actions set forth above in this Section 4.

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay another unpaid under the Note or this Security Instrument, whether or not then due.

- 6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 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 Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

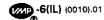
Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improven ents on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

- 8. Borrower's Loan Application. Borrower shall be in default of, during the Loan application process, Borrower or any persons or entities acting at the direction of Lorrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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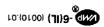


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Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund. Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for

premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further: provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in any other entity, or any affiliate of any of the foregoing, may receive (directly) or indirectly) are Junts that

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, Insurance premiums).

of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage these agreements. These agreements may require the mortgage insurer to make payments any source are on terms and conditions that are satisfactory to the mortgage insurer and the cine, party (or parties) to enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may

may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Mortgage Insurance reimburses Lender (or any entity that pure asses the Note) for certain losses it

Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note. Lender providing for such termination or until termination is required by Applicable Law. Nothing in this requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and maintain Mortgage Insurance in effect, or to provide i non-refundable loss reserve, until Lender's

payments toward the premiums for Mortgage Instrance, Borrower shall pay the premiums required to Insurance as a condition of making the Loan and Serrower was required to make separately designated separately designated payments toward the premiara for Mortgage Insurance. If Lender required Mortgage provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires reserve payments if Mortgage Insurance overage (in the amount and for the period that Lender requires) required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss non-refundable, notwithstanding the loan is ultimately paid in full, and Lender shall not be payments as a non-refundable loss 1 serve in lieu of Mortgage Insurance. Such loss reserve shall be were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these available, Borrower shall conduct to pay to Lender the amount of the separately designated payments that mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not equivalent to the cost o Borrower of the Mortgage Insurance previously in effect, from an alternate coverage substantially conivalent to the Mortgage Insurance previously in effect, at a cost substantially toward the pre niur is for Mortgage Insurance, Borrower shall pay the premiums required to obtain previously provided such insurance and Borrower was required to make separately designated payments the Mortgage Irsurance coverage required by Lender ceases to be available from the mortgage insurer that Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, If Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan,

Lender agrees to the merger in writing. lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the

payment disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of Any amounts disbursed by Lender this Section 9 shall become additional debt of Borrower

actions authorized under this Section 9. under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not from pipes, climinate building or other code violations or dangerous conditions, and have utilities turned entering the Property to make repairs, change locks, replace or board up doors and windows, drain water its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby

assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's anisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order province for in Section 2.

In the event of a total aking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

the excess, if any, paid to Borrower

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Sorrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be rauged by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums

secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an awar's to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be

applied in the order provided for in Section 2.

12. 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 Security Instrument granted by Lender

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instrument.

Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security received by Lender. If any notice required by this Security Instrument is also required under Applicable connection with this Security Instrument shall not be deemed to have been given to Lender until actually stated herein unless Lender has designated another address by notice to Borrower. Any notice in notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address There may be only one designated notice address under this Security Instrument at any one time. Any change of address, then Borrower shall only report a change of address through that specifica procedure. notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's unless Borrower has designated a substitute notice address by notice to Lender. Borrow a shall promptly unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address notice address if sent by other means. Notice to any one Borrower shall constitute tot ce to all Borrowers have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's must be in writing. Any notice to Borrower in connection with this Security Lis rument shall be deemed to

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument

of such overcharge.

direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by owed under the Note or by making a direct payment to sorrower. If a refund reduces principal, the limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted permitted limits, then: (a) any such loan charge snah te reduced by the amount necessary to reduce the If the Loan is subject to a law which sets and innum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the

fees that are expressly prohibited by this Security Instrument or by Applicable Law. fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific Security Instrument, including, but net limited to, attorneys' fees, property inspection and valuation fees.

Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this 14. Loan Charges. Lenden may charge Borrower fees for services performed in connection with

Section 20) and benefit the accessors and assigns of Lender. writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's of Parions under this Security Instrument in writing, and is approved by Lender, shall obtain Subject 15 the provisions of Section 18, any Successor in Interest of Borrower who assumes

co-signer's consent.

make iny accommodations with regard to the terms of this Security Instrument or the Note without the Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the co-signs this Security Instrument but does not execute the Note (a "co-signer"); (a) is co-signing this and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who 13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants

preclude the exercise of any right or remedy.

Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or amortization of the sums secured by this Security Instrument by reason of any demand made by the original any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower

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16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to

take any action.

17. Porrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

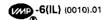
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all luns secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or cemand on Borrower.

- 19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred to the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) (2) es such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security 'estrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as elected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier server, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.
- 20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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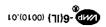
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Lender for an Environmental Cleanup.

remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary by any governmental or regulatory authority, or any private party, that any removal or other remediation Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Environmental Condition, including but not limited to, any spilling, leaking, discharge, relesse or threat of Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any or other action by any governmental or regulatory agency or private party involving the Property and any Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit

maintenance of the Property (including, but not limited to, hazardous substances in consumer products). Hazardous Substances that are generally recognized to be appropriate to residential uses and to two sentences shall not apply to the presence, use, or storage on the Property of small quantities of

Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding Law, (b) which creates an Environmental Condition, or (c) v.b.: A, due to the presence, use, or release of a nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Substances, or threaten to release any Hazardous Supstruces, on or in the Property. Borrower shall not do, Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous

Cleanup. Condition" means a condition that can cause contribute to, or otherwise trigger an Environmental action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response (b) "Environmental Law" means icucial laws and laws of the jurisdiction where the Property is located that

and herbicides, volatile solverts, materials containing asbestos or formaldehyde, and radioactive materials; following substances: gase.me, kerosene, other flammable or toxic petroleum products, toxic pesticides substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the 21. Hazardeds Substances. As used in this Section 21: (a) "Hazardeds Substances" are those action provision, of 'his Section 20.

Borrower pure and opportunity to action 18 shall be deemed to satisfy the notice and opportunity to take corrective opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to period [vi] be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and Applicable Law provides a time period which must elapse before certain action can be taken, that time other party hereto a reasonable period after the giving of such notice to take corrective action. If notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by individual litigant or the member of a class) that arises from the other party's actions pursuant to this Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an

assumed by the Note purchaser unless otherwise provided by the Note purchaser. to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is

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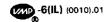
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

- 22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and for closure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not biodical to, reasonable attorneys' fees and costs of title evidence.
- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- 24. Waiver of Homestead. In acco dance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois he mestead exemption laws.
- 25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests 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 at 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 Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs 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 costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

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-Borrower	Вепјашіл Е Мемһоизе	
(Seal)	Terpore & Therefore	

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

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STATE OF ILLINOIS, I, State do hereby certify that	ipred	, a	Notary Public in and	County ss: d for said county and
state do hereby certify that  **Ben	jamin	Ĕ.	Newhouse	omd
<b>V</b>	Bethy	4	Menhouse Menhouse	2
personally known to me to be the same perso appeared before me this day in person, and a instrument as his/her/their free and voluntary a Given inder my hand and official seal, the	n(s) whose r cknowledged act, for the us	name(s) I that I ses and	) subscribed to the formershe/they signed as	oregoing instrument, and delivered the said forth.
My Commission Expires:	Notary Pu	)) iblic	nollu	y_
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#### ADJUSTABLE RATE RIDER

**LN#** 236609135

	NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE PAYMENT. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.					
	Words, numbers or phrases preceded by a $\square$ are applicable only if the $\square$ is marked, e.g. $\square$ .					
same	This Adjustable Rate Rider is made this 15th day of July, 2003, and is incorporated into and be deemed to a nend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Bank					
(the '	'Lender") of the same date and covering the Property described in the Security Instrument and located at:  1276 Christopher Court					
	Elgin, IL 60120					
	[Property Address]					
Borr	ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, ower and Lender further covenant and agree as follows:					
A.	INTEREST RATE AND SCHEDULED PAYMENT CHANGES  The Note provides for an "Initial Interest Rate" of and the scheduled payments.  5.500%. The Note provides for changes in the interest and the scheduled payments.					
4.	INTEREST RATE AND SCHEDULED PAYMENT CHANGES  (A) Change Dates  Each date on which my interest rate could change is called a "Change Date"					
	(You must check one box and fill in the appropriate information)					
	The Note interest rate may change on the first day of the month beginning on August 2008 and on the first day of the month every 12 months thereafter.					
	The Note interest rate may change on the 1st day of the month beginning on and on that day of the month every months thereafter.  The Note interest rate may change					
	The Note interest rate may change					

ADJUSTABLE RATE RIDER

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(B) The Index Changes in the interest rate are governed by changes in an int Weekly Average One Year T-Bill	terest rate index called the	'Index". The Index is:
The most recent Index figure available as of the date 45 days	s X 75 days	pefore each Change Date is called
the "Current Index".	11 ahaasa a mayy inday yy	hish is bessel was a second
If the Index is no longer available, the Note Holder will information. The Note Holder will give me notice of this choice	ii choose a new index w	men 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	nous interact rate by adding	TWO AND 500/1000
Defore each Change Date, the Note Holder will calculate my	new interest rate by adding	, ING 1212 3007 1000
percentage points ( 2.500%) to the Current Inc	ley The Note Holder wi	ll then round the result of this
addition to the nearest	ick. The Note Holder wi	if then round the result of this
(You must check one box ar 1 f.ll in any appropriate rounding	g value)	
	,	
one-eighth of one percentage point (0.125%).		
X No Rounding	of one percentage j	ooint ( 0.00000%).

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 scheduled payment that would be sufficient to repay 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 scheduled payment.

#### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date with not be greater than

5.500 %. Thereafter, my interest rate will never increase on any single Change Date by more than

ONE AND 000/1000

percentage points (

1.000%) from the rate of interest I have been paying for the preceding period.

(You must check one box and fill in the appropriate limit(s))

My interest rate will never be greater than 11.500 %.

X My interest rate will never be greater than 11.500 % or less than 5.505 %

#### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new scheduled payment beginning on the first scheduled payment date after the Change Date until the amount of my scheduled 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 scheduled 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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#### B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender'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. Bor over 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 immediate 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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 through 3 of this Adjustable Rate Rider.

Byan E. Hushon	(Seal)	Delle N New your	(Seal)
Benjámin E Newhouse	-Borrower	Betty L Newcouse	-Borrower
	(Seal) -Borrower		-Borrower
	(Seal) -Borrower		-Borrower

(Page 3 of 3 pages)

[Sign Original Only]

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