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Doc#: 0336542125

Eugene "Gene" Moore Fee: \$42.00 Cook County Recorder of Deeds

Date: 12/31/2003 08:42 AM Pg: 1 of 10

PREPARED BY: Grant Rada 50 SOUTH LA SALLE STREET

RECORD AND RETURN TO: THE NORTHERN TRUST COMPANY ATTN: HOME LOAN CENTER, B-A 50 SOUTH LA SALLE STREET CHICAGO, ILLINOIS 60675

MORTGAGE MODIFICATION AGREEMENT

2000462473

This Mortgage Modifica to a Agreement ("this Agreement") dated as of OCTOBER 1, 2003 by, between and among William E. Sullivan AND Suzume M. Sullivan, HUSBAND AND WIFE

is

(the foregoing party(ies), individually and co'aectively, "Borrower") and THE NORTHERN TRUST COMPANY

("Lender").

WHEREAS, Lender has made a mortgage loon (the "Loan") to Borrower in the principal amount of , reduced by payments to a cu reit principal balance of \$ and Borrower has executed and delivered to Lender a note evidencing the Loan (the note, together with any and all riders and attachments thereto, as and if previously modified or amended, the "Existing Note") dated JUNE 27, 2002

WHEREAS, Borrower has executed and delivered to Lender a riortgage (the mortgage, together with any and all riders and attachments thereto, as and if previously modified or amended, the "Mortgage") dated and recorded in the Office of the Recorder of Devds of Cook COUNTY, JUNE 27, 2002 0020726110, as Document Number , on JULY 1, 2002 ILLINOIS

which Mortgage secures the Existing Note and conveys and mortgages real estate located at

11 Longmeadow Road, Winnetka

, legally described on Exhibit A attached hereto and in Cook COUNTY, ILLINOIS

identified by Pin Number: 05-30-202-038

(together with all fixtures and improvements thereon, the "Property").

WHEREAS, Lender represents that it is the owner and holder of the Existing Note, and Burrower represents that it is the owner of the Property and that there are no liens (except for taxes not yet due) or mortgages on the Property, except any in favor of Lender and any junior mortgage subordinated to the Mortgage of which Lender has knowledge; and

WHEREAS, the parties hereto wish to modify the terms of the Loan so that the terms of the Existing Note, as previously documented and disclosed by Lender, are replaced with the terms of that note (together with the terms of any and all riders and attachments thereto) dated the date of this Agreement, attached hereto as Exhibit B which provides for monthly payments, with the full debt, if not paid earlier, due and payable on , and such note incorporated herein by reference (such note together with all JULY 1, 2032 such riders and attachments, the "Replacement Note"), as such terms have been disclosed in the disclosures given to Borrower by Lender in contemplation of this modification;

> **DPS 690** Rev. 03/18/02





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NOW THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The recitals (whereas clauses) above are hereby incorporated herein by reference.

2. As a condition of Lender modifying the terms of the Loan, Borrower agrees to execute this Agreement, the Replacement Note, relevant riders, attachments and disclosures, and such other documents and instruments as Lender may request from time to time (collectively, the "Replacement Documents").

- 3. The Existing Note is hereby amended, restated, renewed and replaced in its entirety by the Replacement Note, which Replacement Note shall be in the principal amount of \$ 583,910.28. Any and all accrued unpaid interest and other amounts owing under the Existing Note shall be deemed outstanding and payable under the Replacement Note. If this Agreement is being used to convert an Adjustable Rate Note to a Fixed Note or a Balloon Note, from and after the date hereof, any Adjustable Rate Rider to the Mortgage shall cease to be of any effect. If this Agreement is being used to convert a Balloon Note to a Fixed Rate Note or an Adjus able Rate Note, from and after the date hereof, any Balloon Rider to the Mortgage shall cease to be of any effect.
- 4. References in the Mortgage and related documents to the "Note" and riders and attachments thereto shall, from and after the date hereof, be deemed references to the Replacement Note.
- 5. Upon receipt of the Replacement Note, the Lender shall return the Existing Note to Borrower marked "Renewed by Note dated "JC TORER 1, 2003" (date of Replacement Note).
- 6. Borrower hereby agrees and confirms that (i) the Replacement Note, as an amendment, restatement, renewal and replacement of the Exis ing Note, is and shall be a continuing obligation of Borrower to Lender, and (ii) the lien of the Mortgage shall secure the Replacement Note to the same extent as if the Replacement Note were set forth and described in the Mortgage.
- 7. The parties hereto further agree that an of the provisions, stipulations, powers and covenants in the Mortgage shall stand and remain unchanged and in fin force and effect and shall be binding upon them except as changed or modified in express terms by the Represent Documents.
- 8. This Agreement and any document or instrument executed in connection herewith shall be governed by and construed in accordance with the internal laws of the Strie of Illinois, and shall be deemed to have been executed in such State. Unless the context requires otherwise, whe ever used herein the singular shall include the plural and vice versa, and the use of one gender shall also denote the others. This Agreement shall include to the benefit of and be binding upon the parties hereto, their heirs executors, personal representatives, successors and assigns, except that Borrower may not transfer or assign 'ts rights or interest hereunder without the prior written consent of Lender. Terms not otherwise defined herein shall have the meaning given to them in the Replacement Documents and Mortgage.
- 9. A land trustee executing this Agreement does not make the representations and warranties above relating to the balance of the Loan or the presence or absence of liens on the Property. The land trustee's waiver attached hereto (if applicable) is hereby incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

William E. Sullivan

Suzanne M. Sullivan

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STATE OF Illinois)
COUNTY OF Lake)
Glenn J. Burns	a Notary Public in and for said County in the State
aforesaid, DO HEREBY CERTIFY tha Suzane M	William E. Sullivan and
who is/are personally known to me to	be the same person(s) whose names are subscribed to the foregoing
instrument appeared before me and acl	knowledged that (s)he/they signed and delivered the said instrument as
his/her/their free and voluntary act for	the uses and purposes therein set forth.
CIVEN under my hand and notarial se	al this 27th day of October 2003.
GIATIA HIN SI IRA HANG HIM HOME SO	
GLEIN J. BURNS	
Notary Futric Illinois (SEAL) LAKE COUNTY My Commission oxclines	Notary Public Surna
November 02, 2017	······
,	Mush Kusan
By: Ma:	ry B. Moran
Ti. a	wise President
its: <u>Se</u>	cond Vice Jrasident
LILIGNIS	
STATE OF ///// 0/5 COUNTY OF COOK	
- Dranda W Tongs	a Notary Public in and for said County, in the
State aforesaid DO HEREBY CE	ERTIFY that Mary B. Morar a(n)
Second Vice Presid	lent (title) of The Northern Trust Company ,
who is personally known to me to be such Second Vice Pres	the same person whose name is subscribed to the foregoing instrument as ident (title), appeared before me this day in person and
acknowledged that (s)he signed and	delivered the said instrument as his/her free and voluntary act, and as the ation, for the uses and purposes therein set forth.
•	Co
GIVEN under my hand and notarial	seal this 1st day of October 2003
	,
(SEAL)	Monda W. Jany

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Exhibit A

THE NORTH 240.00 FEET OF THE WEST 259.13 FEET (EXCEPT THE WEST 139.13 FEET THEREOF AND ALSO EXCEPT THE EAST 17.50 FEET THEREOF) OF THE EAST 35 ACRES OF LOTS 7 AN 8 TAKEN AS A TRACT IN SCHILDGEN; SUBDIVISION OF THE NORTHEAST 1/4 AND THE NORTH 10 CHAINS OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT LOTS 13 AND 20 BEING A RESUBDIVISION OF A SUBDIVISION BY HENRY SMITH), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL EASENFAT FOR THE BENEFIT OF PARCEL 1 CREATED AND RESERVED BY WARRANTY DEED DATED SEPTEMPER 15, 1941 AND RECORDED SEPTEMBER 17, 1941 AS DOCUMENT NUMBER 12758244 FROM C. COLTON DAUGHADAY AND MARION S. DAUGHADAY, HIS WIFE, TO WILLIAM H. LANG AND JEAN M. LANG, HIS WIFE, AND THE FOLLOWING DEEDS FROM THE SAME GRANTORS; WARRANTY DEED DATED SEPTEMBER 18, 1941 AND RECORDED SEPTEMBER 23, 1941 AS DOCUMENT NUMBER 12761173 TO WILLIAM SPENCER HARVEY, JR.; WARRANTY DEED DATED SEPTEMBER 19, 1949 AND RECORDED SEPTEMBER 26, 1949 AS DOCUMENT NUMBER 14640318 TO ROBERT W. KENDLER AND EVELYN L. KENDLER, HIS WIFE; AGREEMENT BY SAME GRANTORS WITH HEDWIG Z. MC LEAN, AND OTFER3, DATED JULY 1, 1950 AND RECORDED AUGUST 23, 1950 AS DOCUMENT NUMBER 1488171; WARPANTY DEED DATED SEPTEMBER 30, 1954 AND RECORDED OCTOBER 5, 1954 AS DOCUMENT NUMBER 16034801; TO THOMAS B. STIBOLT AND JEANNE H. STIBOLT, HIS WIFE, WARRANTY DEED DATED MARCH 15, 1955 AND RECORDED MARCH 17, 1955 AS DOCUMENT NUMBER 16176174 TO GEORGE B. MILNOR AND JEAN BETTY MILNOR, HIS WIFE; WARRANTY DEED DATED MAY 10, 1955 AND RECORDED MAY 20, 1955 AS DOCUMENT NUMBER 16243514 TO JOHN R. FUGARD, UT. AND MARJORIE N. FUGARD, HIS WIFE; WARRANTY DEED DATED MARCH 6, 1956 AND RECORDED MARCH 12, 1956 AS DOCUMENT NUMBER 16517722 TO THOMAS B. STIBOLT AND AGREEMENT DATE: JANUARY 20, 1937 AND RECORDED JANUARY 23, 1937 AS DOCUMENT NUMBER 11939872 BETWEFN C. COLTON DAUGHADAY, FRANK D. FULTON, AND OTHERS, WHICH SAID EASEMENT INGRESS AND EGRESS OVER AND ALONG STRIPS OF LAND NOW USED AS PRIVATE ROADS AND FOR THE FURPOSE OF CONSTRUCTING A GOOD PAVEMENT THEREON AND MAKING, REPAIRING AND REMAKING SAID PRIVATE ROADS, INCLUDING THE DITCHING, GRADING AND SURFACING OF THE SURFACED PORTION OF SAID PRIVATE ROADS AND FOR THE CONSTRUCTION, INSTALLATION AND MAINTENANCE OF ALL SEWERS, GAS PIPES, DRAINS AND TELEPHONE AND ELECTRIC WIRES AND CAFLES AND CONDUITS FOR SAME LAID UNDER THE SURFACE OF SAID PRIVATE ROADS, SAID STRIPS OF LAND BEGINNING DESCRIBED AS FOLLOWS:: THE SOUTH 30 FEET OF THE NORTH 255 FEET OF THE EAST 15 ACRES OF LOTS 7 AND 8 (TAKEN AS A TRACT) IN SAID SCHILDGEN'S SUBDIVISION, AND THE SOUTH 30 FEET OF THE NORTH 255 FEET OF THE EAST 41.5 FEET OF THE WEST 20 ACRES OF THE EAST 35 ACRES OF LOTS 7 AND 8 (TAKEN AS A TRACT) IN SAID SCHILDGEN'S SUBDIVISION ALSO EASEMENT FOR INGRESS AND EGRESS AS RESERVED FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY IN WARRANTY DEED DATED SEPTEMBER 18, 1950 AND RECORDED SEPTEMBER 19, 1950 AS DOCUMENT NUMBER 14906396 FROM C. COLTON DAUGHADAY AND MARION S. DAUGHADAY, HIS WIFE, TO WILLIAM H. LANG AND JEAN M. LANG, HIS WIFE OVER THE SOUTH 15 FEET OF THE EAST 50.46 FEET OF THE WEST 306.46 FEET OF

(SEE ATTACHED)

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Exhibit A

THE NORTH 240 FEET OF THE EAST 15 ACRES OF LOTS 7 AND 8 (TAKEN AS A TRACT) IN SAID SCHILDGEN'S SUBDIVISION ALSO PERPETUAL EASEMENTS FOR THE BENEFIT OF PARCEL 1, AS CONTAINED IN DEED DATED JUNE 7, 1957 AND RECORDED JUNE 25, 1957 AS DOCUMENT NUMBER 16940553 FROM MARION S. DAUGHADAY, AS CONSERVATOR OF THE PERSON AND ESTATE OF CARLOS COLTON DAUGHADAY, INCOMPETENT, TO JERRY CHAMBERS AND EVELYN H. CHAMBERS, HIS WIFE, FOR INGRESS AND EGRESS AND FOR THE INSTALLATION, CONSTRUCTION, MAINTENANCE AND REPAIR OF PUBLIC AND PRIVATE UTILITIES, OVER, UPON, ALONG AND UNDER THE PRIVATE ROAD HEREINAFTER DESCRIBED, AND PERPETUAL EASEMENTS THEREON AND THEREUNDER FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, RÉ-CONSTRUCTION AND REMOVAL OF ALL STORM OR SURFACE-WATER DITCHES, GAS PIPES, UNDERGROUND TELEPHONE AND ELECTRIC WIRES AND CABLES AND CONDUITS OF ENCLOSE THE SAME, AND A PERPETUAL EASEMENT TO PAVE AND MAINTAIN THOSE PORTIONS OF PRIVATE ROAD NUMBER 2 AND PRIVATE ROAD NUMBER 6 DESCRIBED AS FOLLOWS:: THE SOUTH 30 FRET OF THE NORTH 255 FEET OF THE EAST 15 AACS OF LOTS 7 AND 8 (TAKEN AS A T.ACT) IN SAID SCHILDGEN'S SUBDIVISION AND THE SOUTH 30 FEET OF THE NORTH 255 FEET OF THE EAST 417.5 FEET OF THE WEST 20 ACRES OF THE EAST 35 ACRES OF LOTS 7 AND 8 (TAKEN AS A TRACT) IN SAID SCHILDGEN'S SUBDIVISION.

PARCEL 3:

PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1, CREATED AND RESERVED BY WARRANTY DEED DATED AUGUST 1, 1954 AND RECORDED AUGUST 6, 1954 AS DOCUMENT NUMBER 15981480 FROM C. COLTON DAUGHADAY AND MARION S. DAUGHADAY, HIS WIFE, TO RICHARD S. CODY AND BEVERLY B. CODY, HIS WIFE, AND THE FOLLOWING DEEDS AND AGREEMENT EXECUTED BY MARION S. DAUGHADAY, AS CONSERVATOR; DEED DATED FEBRUARY 8, 1957 AND RECORDED FEBRUARY 11, 1957 AS DOCUMENT NUMBER 16823011 TO ROBERT S. LOCYRIDGE AND BARBARA R. LOCHRIDGE, HIS WIFE; DEED DATED FEBRUARY 12, 1957 AND RECORDED FEBRUARY 13, 1957 AS DOCUMENT NUMBER 16825079 TO HERBERT F. FISHBURN AND ETHEL L. FISHBURN, HIS WIFE; DEED DATED FEBRUARY 14, 1957 AND RECORDED FEBRUARY 15, 1957 AS DOCUMENT NUMBER 16827097 TO MAURICE L. WELLS AND SUSANNE P. WELLS, HIS WIFE; GRANT DATED OCTOBER 20, 1956 AND RECORDED OCTOBER 25, 1956 AS DOCUMENT NUMBER 16737133 BY SAID CONSERVATOR, AND OTHERS, AND DEED DATED JUNE 4, 1957 AND RECORDED JUNE 6, 1957 AS DOCUMENT NUMBER 16924396 TO EUGENE L. DERLACKI AND ROBERTA M. DERLACKI, HIS WIFE, FOR INCLESS AND EGRESS IN THE NATURE OF A RIGHT OF WAY TO TRAVEL OVER AND ALONG A STRIP OF LAND NOW USED FOR A PRIVATE ROAD AND A PERPETUAL EASEMENT TO CONSTRUCT, MAINTAIN, REPAIR, RE-CONSTRUCT AND REMOVE ANY AND ALL UNDERGROUND PUBLIC UTILITIES IN, ON, OVER AND UNDER THE SURFACE OF SAID STRIP OF LAND, DESCRIBED AS FOLLOWS: THE SOUTH 30 FEET OF THE NORTH 255 FEET OF THE 241.63 FEET (EXCEPT THE WEST 139.13 FEET THEREOF) OF THE EAST 35 ACRES OF LOTS 7 AND 8 (TAKEN AS A TRACT) IN SAID SCHILDGEN'S SUBDIVISION.

PARCEL 4:

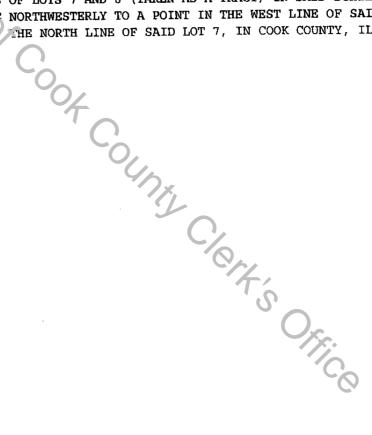
PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1, CREATED AND RESERVED BY WARRANTY DEED DATED JUNE 30, 1955 AND RECORDED JULY 5, 1955 AS DOCUMENT NUMBER 16288650 FROM C. COLTON DAUGHADAY AND MARION S. DAUGHADAY, HIS WIFE, TO LANNING MAC FARLAND, JR., AND ROBERTA S. MAC FARLAND, HIS WIFE; GRANT DATED OCTOBER 20, 1956 AND RECORDED OCTOBER 25, 1956 AS DOCUMENT NUMBER 16737133 BY MARION S. DAUGHADAY, AS CONSERVATOR, RICHARD S. CODY, AND OTHERS, AND THE FOLLOWING DEEDS FROM SAID CONSERVATOR; DEED DATED FEBRUARY 8, 1957 AND RECORDED FEBRUARY 11, 1957 AS DOCUMENT NUMBER 16823011 TO ROBERT S. LOCHRIDGE AND BARBARA R. LOCHRIDGE, HIS WIFE; DEED DATED FEBRUARY 12, 1957 AND RECORDED FEBRUARY 13, 1957 AS DOCUMENT NUMBER 16825079 TO HERBERT F. FISHBURN AND

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Exhibit A

ETHEL L. FISHBURN, HIS WIFE; DEED DATED FEBRUARY 14, 1957 AND RECORDED FEBRUARY 15, 1957 AS DOCUMENT NUMBER 16827097 TO MAURICE L. WELLS AND SUSANNE P. WELLS, HIS WIFE, AND DEED DATED JUNE 4, 1957 AND RECORDED JUNE 6, 1957 AS DOCUMENT NUMBER 16924396 TO EUGENE L. DERLACKI AND ROBERTA M. DERLACKI, HIS WIFE, FOR INGRESS AND EGRESS OVER AND ALONG A STRIP OF LAND, NOW USED AS A PRIVATE ROAD, AND A PERPETUAL EASEMENT FOR THE PURPOSE OF CONSTRUCTING A GOOD PAVEMENT THEREON, AND MAKING, REPAIRING AND REMAKING SAID PRIVATE ROAD, INCLUDING THE DITCHING, GRADING AND SURFACING OF THE SURFACED PORTION OF SAID PRIVATE ROAD AND A PERPETUAL EASEMENT FOR THE CONSTRUCTION, INSTALLATION AND MAINTENANCE OF ALL SEWERS, GAS PIPES, DRAINS AND TELEPHONE, TELEGRAPH AND ELFCIRIC CURRENT AND WIRES AND CABLES AND CONDUITS FOR SAME LAID UNDER THE SURFACE OF SALD FRIVATE ROAD, WHICH SAID STRIP IS DESCRIBED AS FOLLOWS:: A STRIP OF LAND 30 FEET IN WITTH THE CENTER LINE OF WHICH BEGINS AT A POINT 240 FEET SOUTH OF THE NORTH LINE OF LOT 7 IN SAID SCHILDGEN'S SUBDIVISION AND 139.13 FEET EAST OF THE WEST LINE OF THE EAST 35 ACRES OF LOTS 7 AND 8 (TAKEN AS A TRACT) IN SAID SCHILDGEN'S SUBDIVISION AND RUNNING THENCE NORTHWESTERLY TO A POINT IN THE WEST LINE OF SAID EAST 35 ACRES AND 190 FEET SOUTH OF THE NORTH LINE OF SAID LOT 7, IN COOK COUNTY, ILLINOIS



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ADJUSTABLE RATE RIDER

(3 Year Treasury Index - Rate Caps)

day of October, 2003 THIS ADJUSTABLE RATE RIDER is made this 1st and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deal (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to THE NORTHERN TRUST COMPANY

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

11 Long ne.dow Road, Winnetka, ILLINOIS 60093

[Property Address]

THE NOTE CONTAINS PROVISIONS 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 ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANCES

The Note provides for an initial interest rate of changes in the interest rate and the monthly payments as follows: 4.0)00 %. The Note provides for

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of October, 2006 and on that day every 36th month thereafter. Each date on which my interest rate could (nang) is called a "Change Date."

2000462473

MULTISTATE ADJUSTABLE RATE RIDER-3 YEAR ARM-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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Initials:

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(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of three years, as made evailable by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the trdex 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 Two and Three Fourth:

(2.7500%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will or 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 repay the unpaid principal that I am expected to we at the Change Date in full on the maturity date at my new interest rate in substantially equal payment. 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 6.0000 % or less than 2.7500 % Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 36 months. My interest rate will never be greater than 10.0000%.

(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 entil the amount of my monthly payment changes again.

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(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 the to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Section 18 of the Sequity 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 excrow 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, I ender may require immediate payment in full of all sums secured by this Security Instrument. Nowever, 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 no be impaired by the loan assumption and that a 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 or ligates 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 immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 day; 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.

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

Willian F.	Tulken-	(Seal)	Suzame M. Sullivan	Sully (Seat) -Borrower
	0x 0x	(Seal) -Borrower		-Borrower
	<u> </u>	(Seal)		(Seal) -Borrower
		(Seal) -Borrower		-Borrower
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