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THIS INSTRUMENT PREPARED BY:
STATE NATIONAL BANK
1603 ORRINGTON AVENUE
EVANSTON, ILLINOIS 60204
BERYL A. BRINKER

PIN: 10-24-215-034
10-24-215-027

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 12, 1986. The mortgagor is PHILIP H. WILLIAMS and KATHERINE FISCHER, his wife ("Borrower"). This Security Instrument is given to STATE NATIONAL BANK, A National Banking Association, which is organized and existing under the laws of the United States of America, and whose address is 1603 Orrington Avenue, Evanston, Illinois 60204 ("Lender"). Borrower owes Lender the principal sum of sixty-four thousand five hundred and 00/100 Dollars (U.S.\$ 64,500.00). 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 October 1, 2011. 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 7 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 9 (except the North 30 feet thereof) and all of Lot 10 in Block 2 in Pitner's Second Addition to Evanston a Subdivision of the North 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 24, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

*Permanent Tax Number: 10-24-215-034
10-24-215-027
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which has the address of 1008 Dewey Avenue (Street), Evanston (City),
Illinois 60202 (Zip Code) ("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against 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.

BOX 70

Form 3014 12/83

16164
ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

BEC FORMS SERVICE, INC., ADDISON, IL 60101

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(Space Below This Line Reserved for Lender and Borrower)

Notary Public

MY COMMISSION EXPIRES: 10-29-89

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 12TH DAY OF OCTOBER, 1986,
SIGNED AND DELIVERED THE SIGNED INSTRUMENT AS, IN THE PRESENCE OF, FREE AND VOLUNTARY ACT, FOR THE REASONS AND PURPOSES THEREIN
SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT THE SAME
PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) ARE
DO HEREBY CERTIFY THAT PHILIP H. WILLIAMS AND KATHERINE FISCHER, HIS WIFE,
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,

STATE OF ILLINOIS
COOK COUNTY RECORDER
RECEIVED OCTOBER 12, 1986
TAXES PAID TRIM 4058 99/17/86 14:29:00
DEPT-01 RECORDING \$15.00

(Space Below This Line For Acknowledgment)
KATHERINE FISCHER
(Seal)
PHILIP H. WILLIAMS
(Seal)

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY
INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

OTHER(S) [SPECIFY] GRADUATED PAYMENT RIDER PLANNED UNIT DEVELOPMENT RIDER
 ADJUSTABLE RATE RIDER CONDOMINIUM RIDER 2-4 FAMILY RIDER

INSTRUMENT WITHOUT CHARGE TO BORROWER. BORROWER SHALL PAY ANY RECORDATION COSTS.
21. RELEASE. UPON PAYMENT OF ALL SUMS SECURED BY THIS SECURITY INSTRUMENT, LENDER SHALL RELEASE THIS SECURITY
RECEIVER'S BONDS AND REMOVABLE ATTACHMENTS, FEES, AND THEN TO THE STURM SECURED BY THIS SECURITY INSTRUMENT.
THE PROPERTY INCLUDING THOSE PARTS OF THE PROPERTY AND RECEIVED OR THE RECEIVER SHALL BE APPLIED FIRST TO PAYMENT OF THE
APPOINTED RECEIVER SHALL BE ENTITLED TO ENTER UPON, TAKE POSSESSION OF AND MANAGE THE PROPERTY AND TO COLLECT THE REVENUE OF
22. WAIVER OF HOMESTEAD. BORROWER WAIVES ALL RIGHT OF HOMESTEAD EXEMPTION IN THE PROPERTY.
INSTRUMENT AND IN ANY PERIOD OF REDEMPTION FOLLOWING JUDICIAL SALE, LENDER (IN PERSON, BY AGENT OR BY JUDICIAL
PRIOR TO THE EXPIRATION OF ANY PARAGRAPH 19 OR ABANDONMENT OF THE PROPERTY AND IN ANY TIME
20. LENDER IN POSSESSION. UPON ACCELERATION UNDER PARAGRAPH 19 OR ABANDONMENT OF THE PROPERTY AND IN ANY TIME
BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF TITLE EVIDENCE.
LENDER SHALL BE ENTITLED TO COLLECT ALL EXPENSES INCURRED IN PURSUANT THE REMEDIES PROVIDED IN THIS PARAGRAPH 19, INCLUDING
THIS SECURITY INSTRUMENT WITHOUT FURTHER DEMAND AND MAY FORCLOSE THIS SECURITY INSTRUMENT BY JUDICIAL PROCEEDING.
BEFORE THE DATE SPECIFIED IN THE NOTICE OF BORROWER TO ACCCELERATE, IF THE DEFAULT IS NOT CURED ON OR
EXPIRATION OF A DEFECT OR ANY OTHER ACCELERATION AND THE RIGHT TO ASSERT IN THE FORCLOSURE PROCEEDING THE NON-
SECURED BY THIS SECURITY INSTRUMENT, FORCLOSED BY JUDICIAL PROCEEDING AND SALE OF THE PROPERTY. THE NOTICE SHALL FURTHER
SECURED BY THIS SECURITY INSTRUMENT, FORCLOSED IN THE DATE SPECIFIED IN THE NOTICE OF BORROWER, BY WHICH THE DEFECT
AND (d) THAT FAILURE TO CURE THE DEFECT OR BEFORE THE DATE SPECIFIED IN THE NOTICE OF BORROWER, BY WHICH THE DEFECT
DEFECTS; (c) A DATE, NOT LESS THAN 30 DAYS FROM THE DATE THE NOTICE IS GIVEN IN THIS SECURITY INSTRUMENT UNDER PARAGRAPHS 13 AND 17
UNLESS APPLICABLE LAW PROVIDES OTHERWISE, THE NOTICE SHALL SPECIFY: (a) THE DEFECT; (b) THE ACTION REQUIRED TO CURE THE
DEFECT; (c) A DATE, NOT LESS THAN 30 DAYS FROM THE DATE THE NOTICE IS GIVEN IN THIS SECURITY INSTRUMENT UNDER PARAGRAPHS 13 AND 17
BREACH OF ANY COVENANTS, REMEDIES, LENDER SHALL GIVE NOTICE TO BORROWER TO ACCELERATE UNLESS PARAGRAPHS 13 AND 17
BREACH OF ANY COVENANTS, REMEDIES, LENDER SHALL GIVE NOTICE TO BORROWER FURTHER COVENANTS AND AGREE AS FOLLOWS:

NON-UNIFORM COVENANTS. BORROWER AND LENDER FURTHER COVENANTS AND AGREE AS FOLLOWS:

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

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

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by lender under paragraphs 1 and 2 should be applied; first to amounts payable under paragraph 2; second to interest; and last to principal.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the 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, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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18. Borrower's Right to Remonstrate. If Borrower meets certain conditions, Borrower shall have the right to have a publicable law may specify for remonstrating (prior to the earlier of: (a) 5 days (or such other period as agreed upon by the parties) before sale of the Property pursuant to any power of sale contained in this instrument or (b) entry of a judgment entitling this Security Instrument. Those conditions are the same as set forth above.

If Federal law as of the date of this Security Instrument, The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument to the trustee prior to the expiration of this period. Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

17. Transfer of the Property or a Copy. Borrower shall be given one copy of the Note and of this Security Instrument. 18. Transfer of Beneficial Interest in Borrower. If all or any part of the Property or any part of this Security Instrument is sold or transferred and Borrower is not a natural person without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by law.

Note which can be given effect without the conflict shall not affect other provisions of this Note which conflict with applicable law, such conflict shall not affect any provision of this Note that purports to limit the liability of the Noteholder or the Noteholder's assignee under this Note.

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 other address Lender designates by notice to Borrower. Any notice provided for in this Section shall be deemed to have been given to Borrower or Lender when given as given as provided for in this Paragraph.

13. **LEGISLATION** Any provision of the Note or this Security Instrument which purports to render void any provision concerning lending a Ringers, it enactingment of a Corporation or organization of applicants shall be ineffective.

14. **NOTICES.** Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it to the mailing address of the first class mail unless otherwise required by law and another method which notice shall be directed to the Lenders. Notices, Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it to the mailing address of the first class mail unless otherwise required by law and another method which notice shall be directed to the Lenders.

12. **Loan Charges.** If the loan secured by this security instrument is subject to a law which sets maximum 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 permitted limits, then, (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any such loan charge shall be reduced by the amount under the Note will be reduced to Borrower. Lender may choose to make this reduction from Borrower whom which exceeded partial payment without any prepayment charge under the Note.

11. Successor and Assigns Clause; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and enure to the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note, is co-signing this Security Instrument only to mortgage, grant and convey the sums secured by this Security Interest; and (c) agrees that Lender and any other Borrower may agree to pay the sums secured by this Security Interest.

12. Borrower's Conscientious Obstinacy. In the event that Borrower fails to pay that Borrower's obligations with regard to the terms of this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

10. Borrower's Payments: Postpone the due date of the monthly payments referred to in paragraph 1 and 2 or change the amount of such payments, modification of the instrument granted by this SecuritY instrument granted by Lender to any Successor in interest of Borrower shall not be effective to release the original Borrower of the original instrument or otherwise modify it in any other way.

Under the award or settlement, Borower fails to respond to Lender within 30 days after the date the notice of demand is given, Lender is authorized to demand payment of all amounts due by Lender under the Note and the terms of the Note and the Security Agreement, and Borower authorizes Lender to deduct from the amount due by Lender the amount of any sums received by Lender from Borower.

before the taking, divided by (b) the fair market value of the property immediately before the taking. Any balance shall be paid to Borrower.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, the amount of the proceeds multiplied by the following fractions: (a) the total amount of the sums secured by Borrower and Lender otherwise agreed in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fractions:

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of any part of the property, or for conveyance in lieu of condemnation, are hereby

11. Lender shall pay the premium required to maintain the insurance as a condition of making the loan secured by this security instrument.

12. Borrower shall mortgage insurance to maintain the insurance in effect until such time as this requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

13. Insurance premiums required to maintain the insurance as a condition of making the loan secured by this security instrument shall give Borrower notice at the time of or prior to an inspection specifying reasonsable cause for the inspection.

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ADJUSTABLE RATE RIDER (ARM) 1-2-10-3-9
(5-Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 25th day of September, 1986, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to STATE NATIONAL BANK, a National Banking Association (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1008 Dewey Avenue, Evanston, Illinois 60202.

[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 CHANGES

The Note provides for an initial interest rate of 8.875%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of November, 1986, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(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 1 year as made available 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 Index is no longer available, the Note Holder will choose a new index which 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 2.00% and .00/.100 percentage points (.2.00%) 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 be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to 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 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 10.875% or less than 6.875%. 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 6 months. My interest rate will never be greater than 13.875%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

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

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

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

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BOOK 70

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To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition 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 and that assumes the obligations under the Note and in this Security Instrument to be obligation to be obligated under the Note and in 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 delivered or mailed 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 to the terms and covenants contained in this Adjustable Rate Rider.

KATHERINE FISCHER
Borrower
(Seal) *Katherine Fischer*

PHILIP H. WILLIAMS
Borrower
(Seal) *Philip H. Williams*