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COOK COUNTY, ILLINOIS
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MORTGAGE 318124-481

#17.00

THIS MORTGAGE ("Security Instrument") is given on ...DECEMBER 18
1986. The mortgagor is EDWARD G. ECKARDT AND RONITA K. ECKARDT, HIS WIFE
("Borrower"). This Security Instrument is given to
ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing
under the laws of THE UNITED STATES OF AMERICA, and whose address is
25 East Campbell Street - Arlington Heights, Illinois 60005 ("Lender").
Borrower owes Lender the principal sum of FIFTY THOUSAND AND 00/100
Dollars (U.S. \$ 50,000.00). 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 JANUARY 1, 2017. 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 4 IN PEPPER TREE FARMS UNIT NO. 3, BEING A SUBDIVISION IN THE SOUTH
EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 10,
EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS PER PLAT DOCUMENT NO.
20883078, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER 02-11-115-004

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which has the address of 1154 NORTH OLD BRIDGE PALATINE.....
60067 [Street] [City]
Illinois ("Property Address");
[Zip Code]

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.

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

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit 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: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. 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.

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 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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 had no acceleration 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraphs 13 or 17.

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Any amounts disbursed by Lender under this paragraph 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.

Fee title shall not merge unless Lender agrees to the merger in writing.
7. Protection of Lender's Rights in the Property; Mortgagor Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding which significantly affects Lender's rights in the Property in bankruptcy, probate, for confirmation or to enforce laws or regulations, Lender may do and pay for whatever is necessary to protect his interest in the Property and Lender's rights in the Property. Lender's actions may include paying any sums received by a lien which has priority over Lender's rights in the Property, or Lender may take action under this paragraph 7, Lender does not have to do so.

6. Preparation and Maintenance of Property: Lesseeholds. 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 lesseehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lesseehold and such other immovable property, prior to the acquisition.

Under the new scheme, Bortowers otherwise agreed to printing, any application of proceeds to principal shall not exceed the date due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If postedpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments 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.

carrier and Lender may make proof of loss if not made promptly by Borrower.

All insurance policies and renewals shall be acceptable to Lender, and shall include a standard mortgage clause, unless seasonably withheld.

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 "extreme coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount, 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.

Borrower shall 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 Lenders; (b) consents 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 for retitling of all or part of the property; or (c) secures from the holder of the instrument satisfaction to Lender's satisfaction of the lien by his Security Interest instrument. If Borrower fails to do either of the foregoing, Lender may attach his Security Interest instrument to the lien or take other actions set forth above within 10 days of the giving of notice.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach prior to 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 paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender notices of amounts to be paid under this paragraph.

paragraphs 1 and 2 shall be applied; first, to late charges due under the Note; second, to prepareyment charges due under the Note; third, to amounts payed; under Paragraph 2; fourth, to interest due; and last, to principal due.

which circumstances it is appropriate to do this, it is important to consider the following factors:

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

If the amount of funds held by Leander, together with the future monthly payments of funds payable prior to due dates of future items, shall exceed the amount required to pay the escrow items when due, the due amount of the funds held by Leander, together with the future monthly payments as required by Leander, to make up the deficiency in one or more payments as required by Leander.

The Funds shall be held in an institution the deposits 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 permits Lender to make such a charge. Borrower and Lender may agree for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest in the Funds, showing of the Funds showing credits and debits to the Funds and the purpose for which debt is paid to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security instrument.

1. Payment of Principal and Interest; Prepayments and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note 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 taxes and insurance. Funds so received by Lender and late charges due under the Note.

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318124-481

ONE YEAR CONVERTIBLE ARM RIDER

THIS CONVERTIBLE ARM RIDER is made this . . . 18th . . . day of . . . December . . . 19 86 . . . and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION, 25 E. CAMPBELL, ARLINGTON HEIGHTS, ILLINOIS 60005 (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

.... 1154 North Old Bridge.....Palatine, Illinois 60067.....
(Property Address)

Permanent Tax ID Number 02-11-115-004

The Note contains provisions allowing for changes in the interest rate. If the interest rate increases, the Borrower's monthly payments will be higher. If the interest rate decreases, the Borrower's monthly payment will be lower. ~~Anytime during the first five years,~~ *
~~the Borrower may convert the adjustable rate loan into a fixed rate, level payment, fully amortizing loan on any anniversary change date during the first 5 years.~~

ADDITIONAL COVENANTS. In addition to the covenant 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 . . . 7.5 . . . %. Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

B. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the . . . 1st . . . day of January . . . , 19 88 . . . , and on that day of the month every 12 months 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 NATIONAL MONTHLY AVERAGE COST OF FUNDS TO FSLIC INSURED SAVINGS AND LOAN ASSOCIATIONS, FEDERAL HOME LOAN BANK BOARD. The most recent Index figure available as of . . . 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 its choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding . . .

. . . two and one half . . . percentage points (. . . 2.5 . . . %) to the Current Index. The sum will be my new interest rate. THE INTEREST RATE WILL NOT BE INCREASED OR DECREASED BY MORE THAN . . . 2 . . PERCENTAGE POINTS ANNUALLY, BEGINNING WITH THE FIRST ADJUSTMENT, OR 6 . . % OVER THE LIFE OF THE LOAN.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay in full the principal I am expected to owe on the Change Date in substantially equal payments by the maturity date at my new interest rate. The result of this calculation will be the new amount of my monthly payment.

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(Sign Original Only)

Borrower

Bonita K. Eckardt (Signature) (Seal)

Dorowee

[Signature] (Scall)

Borrower Edward G. Eckardt

.....(Scale).....

In witness whereof, BORROWER has executed this Converitable ARM Rider.

Upon Botorowers's delivery of the executed modification to the Note, Paragraph A above shall cease to be effective.

K. EFFECTIVENESS OF PROVISIONS

Borrower must execute and deliver to Lender the Journeysmen evidencing the modification of the Note within the period set in Lender's notice as provided in paragraph H above. If Borrower does not do this within the specified date, Borrower can no longer exercise the option to convert. In this case, the terms of Borrower's Note will continue in effect without any change.

J. BORROWER'S ELECTION NOT TO CONVERT

Borrower's monthly payments at the new fixed interest rate will begin as of the first monthly payment after the first Change Date. The monthly payments will be the amount that is necessary to repay in full the principal balance outstanding on the date in question plus accrued interest.

Lender shall set the fixed rate of interest payable by Borrower at a rate identical to the sum of the Federal Home Loan Mortage Corporation's Required Net Yield for 60 day delivery of 30 year, fixed rate mortgages available days prior to the first Change Date plus ONE HALF OF ONE PERCENT (50%). If no such Required Net Yield is available, Lender will determine the fixed interest rate by using a comparable figure. The new fixed interest rate will become effective on the first Change Date if Borrower chooses to convert to a fixed interest rate.

1. SELECTION OF FIXED INTEREST RATE AND MONTHLY PAYMENT ADJUSTMENT

(iii) a date, not more than 15 days from the date the notice is given, by which both parties must execute and deliver to Lender a document in the form required by Lender evidencing the modification of the Note to provide a fixed interest rate.

(iii) the amount of Borrower's new monthly payment at the fixed rate of interest; and

(ii) the fixed interest rate payable by Borrower if Borrower converts into a fixed interest rate loan;

At Borrower's request, Lender's Notice of Changes to Borrower's power pursuant to paragraph [] of the Note specifies prior to the first Change Date shall also contain the following additional information pertaining to Borrower's option to convert:

H. LENDEER'S NOTICE TO BORROWER

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D. UNIFORM SECURITY INSTRUMENT; GOVERNING LAW; SEVERABILITY

Uniform Covenant 15 of the Security Instrument is amended to read as follows:

15. Uniform Security Instrument; Governing Law; Severability. This form of 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. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

17. Transfer of the Property, or a Beneficial Interest in Borrower. If all or any part of the Property of an interest therein 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 Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is not authorized by Federal Law.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

Notwithstanding a sale or transfer, Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has released Borrower in writing.

F. LOAN CHARGES

If the loan secured by the 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 permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under this Note.

G. BORROWER'S OPTION TO CONVERT

Borrower may, at Borrower's option, modify the repayment terms of the indebtedness secured hereby anytime during the first 5 years. At that time, Borrower may convert the Adjustable Rate Loan evidenced by the Note into a fixed interest rate loan to be fully repaid in equal monthly payments of principal and interest over the remaining term of the loan. On any anniversary change date during the first 5 years.

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14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by mailing it or by first class mail to Borrower at the Property Address or at such other address as Borrower may designate to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

Uniform Covenant 14 of the Security Instrument is amended to read as follows:

C. NOTICE

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this

Security Instrument, Lender shall give Borrower a notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of the giving of this notice.

such lien to this Security Instrument.

hereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which (a) shall agree in writing to the payment of the obligation accrued by such lien in a manner acceptable to Lender; this Security Instrument; however, Borrower shall no longer be liable to Lender to discharge any such lien so long as Borrower to Lender receives evidence of such payments. Borrower shall promptly discharge any lien which has priority over due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish Lender, when due, directly to the payee thereof. Borrower shall all notices of amounts due, in the manner provided under paragraph 2 hereof, if not paid in such manner, by Borrower making payment to the Note Holder in a priority over this Security Instrument, and leasehold payments of ground rents, to the Property which may attain a priority over this Security Instrument, and notices of all taxes, assessments, and other charges, fines and impositions attributable to the Note Holder will mail or deliver to me a notice before each Change Date. The notice will advise me of:

Uniform Covenant 4 of the Security Instrument is amended to read as follows:

B. CHARGES; LIENS

(iv) the title and telephone number of a person who will answer any question I may have regarding the notice.

(iii) any additional matters which the Note Holder is required to disclose; and

(ii) the amount of my monthly payment following the Change Date;

(i) the new interest rate on my loan as of the Change Date;

(E) Notice of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my monthly pay-

ment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment again.

(D) Effective Date of Changes