UNOFFICIA

BOX 305 C . A . - DF

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86087837

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 19	9. öb.
THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 19. , 19. The mortgagor is SCOTT KUPFERBERG AND LISA D. KUPFERBERG, HUSBAND AND WIFE.	
(*Borrower"). This Security Instrument is given to THE FIRST NATIONAL BANK OF CHICAGO.	
which is organizer and existing under the laws ofTHE UNITED STATES OF AMERICA	
and whose address is ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS, 60670	
("Lender"). Borrower rives Lender the principal sum of ONE HUNDRED FORTY-FIVE THOUSAND AND NO /100	
Dollars (U.S. S	as this
Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due an	d pay
able on MARCH 01, 2016. This Security Instrument secures to Lender: (a) the repayment of the del	bt evi
denced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other	sums
with interest, advanced under paragraph to protect the security of this Security Instrument; and (c) the perform	mance
of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrowe	er does
hereby mortgage, grant and convey to Lender the following described property located in COOK	
County, Illinois:	· .

LOT B IN BETT'S FIRST ADDITION TO LINCOLNHOOD, BEING A SUBDIVISION OF THE NORTH 462 FEET OF THE NORTH 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/2 AND THE NORTH 462 FEET OF THE EAST 3 ACRES OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 11. TOWNSHIP 41 MORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS FILED COS 48 CORD

1986 HAR -5 PM 2: 22

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PROPERTY INDEX NO.: 10-11-205-017-0000

2911 LINCOLN STREET which has the address of

EVANSTON

(Street) 6 0201

DIN # 10-11-205-017-0000

(City)

... ("Property Address"); Illinois (Zip Gode)

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 seised 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.

ILL INOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT DEL 1558 (R-8-84)

FORM 3014 12/83

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	tary act, for the uses and purposes therein se forth.	and volunt	aani 81.381	instrument as
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	LISA D. KUPFERBERG. HUSBAND AND PARTIES HOWN to me to	SBERG VAD	° acorf kn₩E	sads ylistes
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	- Borrower - Borrower			
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	SCOLI KUPERREPRE	•		
	(IP-S)			
	agrees to the terms and covenants contained in this Security Instru-	ted by Born	ıy rider(s) execu	mentand in ar
	ustees to the terms and covenants contained in this Security instruc-	ccept, and a	LOW, Borrower a	BY SIGNING BE
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	M TO ADJUSTABLE RATE RIDER	UCNECSA	[s] [specify]	shiO [X]
	Planned Unit Development Rider	Zider	nated Paymont	Grad
	Condominium Rider 2-4 Family Rider		stable Rate Ride	ujb y KX
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)	venants and agreements of each such rider shall be incorporated into at a and agreements of this Security Instrument as if the rider(s) were a	iment, the co	म्प्रकृतिक विश्वस्था	together with th
>	er waives all right of homestead exemption in the Property, sent. If one or more riders are executed by Bornower and recorded	ed. Borrow	er of Homeste	32. W al
ָנ	ra secured by this Security Instrument, Lender shall release this Security Borrower shall pay any recordation costs.	musilisito in: raworroß of	sse. Upon payme without charge	Ansmunteni yii
	enus șdi oi nadi bus geal evanistie aldanoseat bus sbuod s'tavia	neur"	Security Institut	secured by this
	those past due. Any rents collected by Lender or the receiver shall be nagement of the Property and collection of rents, including, but not	costs of mar	payment of the	applied first to
	titled to enter upon, take possession of and manage the Property and	ahail be en	pointed receiver	by judicially ap
	eleration under paragraph 19 or abandonment of the Property and at d of redemption following judicial sale, Lender (in person, by agent or	n. Upon acce	or in Possession	20. Lend
	lies provided in this paragraph 19, including, but not limited to,	the remed	gaiustuq ai bə tr na əsəi "eysatıcı	expenses incu:
1	cured by this Security Instrument without further demand by judicial by judicial proceeding. Lender shall be entitled to collect all	all sums 16a natrument	yment in 1911 of this Security I	immediate par
1	her defense of Borrower to acceleration and foreclosure. If the are specified in the notice, Lender at its option may require	b sati stots	cured on or by	default is not
- 1	seding and sale of the Property. The notice shall further inform coeleration and the right to assert in the foreclosure proceeding	A 1933A 63A;	ismish of Jayin si	DOLLOMEL OI II
- 4	may result in acceleration of the sums secured by this Security	estron edt i	is befiteeds stat	or before the
1	re the default; (c) a date, not less than 30 days from the date the default on default on the unterpression of	up of beals	per gottoa est (the default; (b
	rreement in this Security Instrument (but not prior to accelera applicable law provides otherwise). The notice shall specify: (a)	scolau 71	bas & Ladgarge:	tion under per
1	er and Lender further covenant and agree as follows: er and Lender further covenant prior to accederation following	dies. Lende	emeM ; noitarel:	19. Acce
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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 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 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 I and 2 or change the amount of such payments. 10. Borrower Not Released; Forbearance By Lender Not a Walver. 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 declared made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising hay 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. 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 Borrowei 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. 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 enactries that expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument, and forceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secure/1 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 In crument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use or 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 or 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 cli use 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

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 remédies permitted by this Security Instrument without further notice or demand on Bor-

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.

from Lender to Borrower requesting payment.

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 Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower PAVE TO GO SO

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 or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the

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all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall 4. Charges: Liens. Lon. wer shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain 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 pay them on time directly to Leader.

by Lender at the Unit 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 O shall be applied; first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to interest due; and last, to principal due under the Note; third, to interest due; and last, to principal

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 and Property or its acquisition by Lender, any Funds held shall apply, no later then immediately prior to the sale of the Property or its acquisition by Lender, any Funds held

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 credits and debits to the Funds and the purpose for 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 and the purpose for which each debit to the Funds was made. The Funds are prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, excess shall be, at Borrower's option, either promptly repaid to borrower or credited to bay the escrow items when due, ments of Funds, if the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, ments of Funds, if the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, ments of Funds is a Borrower's option, either promptly repaid to borrower or more payments as ments of Funds and a sufficient to pay the escrow items when due, the required by collect.

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2. Funds for Texes and Insurance.

2. Funds for Texes and Insurance.

3. Funds for Texes and Insurance.

3. Funds for Texes and Insurance.

4. Funds it to Lender on the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funds") equal to one-twellth 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 hazard insurance premiums; and (d) yearly mortgage insurance premiums; and reasonable estimates of uture escrow items. Lender may attain at the hazard insurance 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 by a federal or state agency (including 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 Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the secount or verifying the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the

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

I. 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 when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges.

This ADJUSTABLE RATE RIDER TO MORTGAG	iE is made this	40 () (day of
тгорилом 19 86 г	and is incorporated into	and shall be deem	ed to amend and
supplement the mortgage of the same date ("Mortgage	ge") given by the unde	rsigned ("Borrowe	r") to secure the
Borrower's Adjustable Rate Note ("Note") to The First 1	vational Bank of Chicag	go ("Lender") of the	e same date and
covering the property described in the Mortgage and		-	

2911 LINCOLN STREET EVANSTON, ILLINOIS 60201

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT.

The Note provides for an initial interest rate of payments, as follows:

8.500 %. Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

"4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) General.

The interest ration pay will change based on movements of the index (described in Section 4(C)) and rate change limitations (described in Section 4(E)).

(B) Changa Pates.

The interest rate I pay may change on the first Change Date and on every January 1 and July 1 thereafter. Each day on which my interest rate could change is called a "Change Date" Since interest is collected in arrears, the amount of my monthly payment may change on each February 1 and August 1 after the first Change Date.

(C) The Index.

Beginning with the first Change Dr. te, my interest rate will be based on an index. Although the Index value on the first Change Date cannot be predicted, the Index value for the month of JANUARY 19 86 was 7.83 %.

The "Index" is the monthly average yield, expre sol as a percent per annum, for six month certificates of deposit (CDs) traded in the secondary market, as published in the Federal Reserve's statistical release H-15 and the Federal Reserve Bulletin and as available from the Lender and the Federal Reserve Bank of Chicago. The new rate for each six month period will be based on the most recent Index available at the end of the month preceding the Change Date. If the Index is no longer available, the Nr tell-lolder will choose a new index and will give me notice of this choice.

(D) Calculation of Changes.

Before each Change Date, the Note Holder will calculate minew interest rate by adding 2.6 percentage points to the Index. The Note Holder will then apply the limits in Section 4(E). The result will be my new interest rate until the next Change Date.

With each interest rate change, the Note Holder will determine the new comount of the monthly payment necessary to repay my loan in substantially equal payments by the maturity date. I will be notified of each change in riv interest rate and loan payment in accordance with Section 4(G).

(E) Limits on Interest Rate Changes.

On the first Change Date, the interest rate will not increase or decrease from the initial rate set forth in Section 2 by more than 2 percentage points. On any Change Date after the first Change Date, the interest rate will not increase or decrease from the rate in effect by more than one (1) percentage point or by less than one-tenth of one (0.10) percentage point.

During the life of the loan, the interest rate will not increase from the initial rate set forth in Section 2 by more than _______ percentage points.

(F) Effective Date of Changes.

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

(G) Notice of Changes.

The Note Holder will mail me a notice of any rate change at least 25 days before there is a change in my mon hip p: yment. This notice will include all information required by law."

KUPFERBERG

LISA D.

By signing this ADJUSTABLE RATE RIDER TO MORTGAGE, Borrower acknowledges all the terms hereof

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Seall

Sign Original Only

REO 71456-9 LTS

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ADDENDUM TO: ADJUSTABLE RATE RIDER TO MORTGAGE (CONVERSION TO FIXED RATE LOAN)

This ADDENDUM ("Addendum") to Adjustable Rate Rider to Mortgage is made

this 19TH day of FEBRUARY , 19 86 and is incorporated by reference into and amends and supplements (i) the rider ("Rider") executed by the undersigned to The First National Bank of Chicago ("Bank") and dated the date hereof and (ii) the mortgage ("Mortgage") which is also executed by the undersigned to the Bank and dated the date hereof.

All of the provisions of the Rider and the Mortgage are incorporated by reference into this Addendum and all terms used in this Addendum which are defined in the Adjustable Rate Note ("Note") which secures the Mortgage shall have the meanings given in such Note. In addition to the covenants and agreements made in the Mortgage, the Note Holder and F further agree as follows:

A Terms.

Subject to the terms of this Addendum, I may choose to convert my adjustable rate of interest on the Note to a fixed rate of interest on any Conversion Date by sending the Note Holder a written notice requesting that the conversion be made. Only one such written request is permissable. The request must be received by the Note Holder at least 60 days prior to the Conversion Date. The "Conversion Date" is any January 1 or July 1 between the 251" and the 59th regularly scheduled payments on the Note.

After receipt of my request, the Note Holder will send me a written notice advising me (a) what fixed rate is available to me based on the fixed rate in effect for conventional fixed rate, 30 year mortgage loans offered by the Note Holder at the time my request is received, (b) the payment amount sufficient to repay the principal balance of the loan over the remaining term of the original note, and (c) the documentation which must be completed by me at loan. Obvisioness days before the Conversion Date.

Notwithstanding anything to ineleptor contrary in this Addendum, if the Note Holder determines that there are no comparable terms offered on the date my request for conversion is indefined on if properly completed documents have not been received by the Note Holder within the time frames specified above, I will not have the option to convert. The Note Holder also reserves the right to review my credit worthiness before permitting the conversion. Further, I understand that I cannot be in default under the terms of the Note and I must continue to occupy the property which secures the Note as my primary residence.

B Payment of Conversion Fee.

If I convert my adjustable interest rate to a fixed in arest rate as provided herein, I will pay the Note Holder, in addition to the Note Holder's custom-

ary closing and title insurance fees, a conversion fee equal to ONE AND ONE-HALF

(1-1/2 %) of the principal amount of the No e t' at has not been paid as of the Conversion Date. I will pay all such fees on or before the Conversion Date.

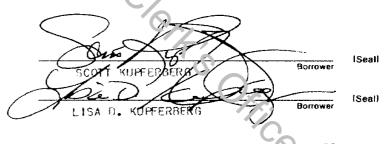
C Determination of New Payment Amount.

After the Conversion Date, the Note Holder will determine the amount of the monthly payment necessary to repay my loan in substantially equal payments by the maturity date. This will be the new amount of my nonthly payment. The Note Holder will notify me of this amount and all other information required by law. Beginning with my first monthly payment after 'no Conversion Date, I will pay the new amount as my monthly payment, and the interest rate I pay will not change from the fixed rate of interest 'notablished as of the Conversion Date.

D Certain Terms of Note no Longer Applicable.

If the conversion feature described in this Addendum becomes effective, the provisio is of Section 4 of the Note shall cease to be effective as of the Conversion Date and the interest rate will be fixed as agreed by the parties.

By signing this ADDENDUM TO ADJUSTABLE RATE RIDER TO MORTGAGE, Borrower agreys to all the terms hereof.



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