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# **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on JULY 31 86 The mor galor is GRAHAM ROBERT WOOD AND LYNDA WOOD, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to HARRIS TRUST AND SAVINGS BANK

which is organized and existing under the laws of THE STATE OF ILLINOIS

, and whose address is

111 WEST MONROE

6 06 03 CHICAGO, ILLINOIS

("Lender").

Borrower owes Lender the principal sum of

TWO HUNDRED THOUSAND AND NO/100---

Dollars (U.S. >

200,000.00. 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 SEPTEMBER 1, 2016

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:

THAT PART OF LOT 7 DESCRIBED AS FOLIONS: BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 7, RUNNING THENCE ALONG THE NORTH LINE OF
SAID LOT 7 TO NORTH EAST CORNER THEREOF, THENCE SOUTHERLY ALONG THE
EASTERLY LINE OF SAID LOT 7, A DISTANCL OF 80 FEET, THENCE WEST IN A
STRAIGHT LINE TO A POINT IN THE WESTERLY LINE OF SAID LOT 7, (BEING
THE EASTERLY LINE IN FRANKLIN ROAD), 80 FEET, COUTHERLY FROM THE
NORTHWESTERLY CORNER OF SAID LOT 7, THENCE NORTHERLY ALONG THE
WESTERLY LINE OF SAID LOT 7 TO THE POINT OF BCINNING, ALL IN BLOCK 2 IN SYLVAN NEWHALL'S SUBDIVISION OF PART OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 8, 1909 AS DOCUMENT 4480847, IN COOK COUNTY, ILLINOIS.

05-06-304-019 2m

which has the address of

254 FRANKLIN [Street] GLENCOE

[City]

Illinois

60022 [Zip Code]

("Property Address");

TOOETHER 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.

UNOFFICIAL COPY III MEST MONROE IFFINOI HARRIS TRUST AND SAVINGS BANK RECORD AND RETURN TO: 13-4-333-7-68 CHICVEO' IF **E0909** BARBARA A. REDA PREPARED BY: eston expires: 3 /Agday of Civen under my hand and official seal, this 1010) 10s signed and deliveted the said instrument as THEIR free and voluntary act, for the uses and purposes therein succepted to the foregoing instrument, appeared before me this day in person, and acknowledged that T he , personally known to me to be the same person(s) whose name or me of the constant , do hereby certify that GRAHAM ROBERT WOOD AND LYNDA WOOD, HUSBAND AND WIFE JAMES R. KRASNY a Notary Public in and for said county and state, County as: STATE OF ILLINOIS, (Seal) **HOWOTIOB** (Seal) TANDY MOOD/HIS MILE (last) СКАНАМ КОВЕЯТ WOOD (Seal) Instrument and in any rider(s) executed by Borrower and recorded with it. BY SIGNING BELOW, Borrey geocepts and agrees to the terms and covenants contained in this Security Other(s) [specify] Planned Unit Development Rider Teduated Payment Rider Tabia Kamily Rider Condominium Rider TSbiA star. : dateutbAXX Instrument. [Cheel: applicable box(es)] supplement the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security this Security to trument, the coverants and agreements of each such rider shall be incorporated into and shall amend and 33. Bicers to this Security Instrument. If one or more riders are executed by Borrower and recorded together with 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs. 21. Referse. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including three past due. Any rents collection of tents, including, but not limited to, receiver sees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially existence of a default or sany other defense of Borrower to acceleration and foreclosure. If the default is not curred on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums accurred by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and coats of title evidence.

30. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time may be expected in the series of the property and at any time. inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonsecured by this Security instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the unless applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the

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

UNIFORM COVENAUS Berrover and Lender Covenaus and again ag

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 Fond's 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 price 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 I'a) ments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to late charges due under the Note; second, to prepayment charges due under the

Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

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 to 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 iter 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 fich 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 of verage" 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 Borrowei subject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and the include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, floriower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall rice 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 socurity 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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occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; 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 Designation to pay the sums secured by this Security Instrument shall continue unchanged. 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 that the property is a pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration applying the property of the Note had no acceleration and the property of the Note had no acceleration and the property of the Note had no acceleration and the property of the Note had no acceleration and the property of the Note had no acceleration and the property of the Note had no acceleration and the property of the Note had no acceleration and the note that the Note had no acceleration and the note that the Note had no acceleration and the note that the no 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

remedies permitted by this Security Instrument without further notice or demand on Borrower. 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. It Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

federal law as of the date of this Security Instrument. 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

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

Note are declared to be severable.

jurisdiction in which the Property is located. In the event that any provision or clause of this Sourity Instrument or the Note Mote 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 15. Governing Law; Severability. This Security Instrument shall be governed by feetal law and the law of the

in this paragraph. 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 Property Address or any other address Borrower designates by notice to Lender. Any police to Lender shall be given by mailing it by first class mail unless applicable law requires use of another metho. The notice shall be directed to the

14. Notices. Any notice to Borrower provided for in this Security Institution shall be given by delivering it or by paragraph 17. permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

may require immediate payment in full of all sums secured by this Southly Instrument and may invoke any remedies 13. Legislation Affecting Lender's Rights. If enactricult or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unembree, ble according to its terms, Lender, at its option,

If enactricit it expiration of applicable laws has the effect of

partial prepayment without any prepayment charge under the Netpermitted limits will be refunded to Borrower. Lender may of oose to make this refund by reducing the principal owed under the Mote or by making a direct payment to Borrower. La refund reduces principal, the reduction will be treated as a under the Mote or by making a direct payment to Borrower. La refund reduces principal, the reducing will be treated as a necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded connection with the loan exceed the permitted limits, (ne): (a) any such loan charge shall be reduced by the amount. 12. 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

that Borrower's consent. modify, torbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the sum: secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, that Borrower's interest in the Property and it the terms of this Security Instrument; (b) is not personally obligated to pay

ahall not be a waiver of or preciud; the exercise of any right or remedy.

II. Successors and Assis, as Bound; Joint and Several Liability; Co-signers. The coverants and agreements of this Security Instrument shall bind and bencower, subject to the provisions of paragraph 17. Borrower, subject to the provisions of paragraph 17. 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 the coverage of the Note. (a) is co-signing this Security Instrument only to mortgage, grant and convey that the coverage of the Note. (b) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower who co-signs this Security Instrument only to mortgage, grant and convey that Borrower and the Note. (c) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower was the Note of the Note. (c) is co-signing this Security Instrument only to mortgage, grant and convey the Recourted that the Note of the

by the original Borrower or Porrower's successors in interest. Any forbearance by Lender in exercising any right or remedy interest of Borrower and the commence proceedings against any successor in interest or the commence of commence of commence of proceedings against any successor in interest or refuse to extend time for payment or otherwise and amountization of the sums secured by this Security Instrument by reason of any demand made modification of and distantion of the sums secured by this Security Instrument granted by Lender to any successor in

postpone the Case clate of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Bot was Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or Unier, Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

to the sums secured by this Security Instrument, whether or not then due. given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to

paid to Borrower. 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 abount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (2) the fair market value of the Property immediately before the taking. Any balance shall be before taking, divided by (2) the fair market value of the Property immediately before the taking. Any balance shall be

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security assigned and shall be paid to Lender.

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 shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender insurance terminates in accordance with Bortower's and Lender's written agreement or applicable law

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

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# ADJUSTABLE RATE RIDER

(I Year Treasury Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 31ST day of JULY 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

(the "Lender") of the same date and covering the property described in

the Security Instrument and located at:

254 FRANKLIN, GLENCOE, ILLINOIS 60022

[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 8.500 %. The Note provides for changes in the interest rate and the monthly payments, as folk w.

# 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may through on the first day of SEPTEMBER, 1987, 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 TWO AND ONE FOURTH percentage points (2.250 %) to the Chrrent 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 muturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new arount 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 10.500 % or less than 6.500 %. Thereafter, my interest rate will never be increased or decreased on any sirgle Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 13.500 %. NOR LOWER THAN 5.0006

### (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.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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or demand on Borrower.

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

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