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MORTGAGE

933103

\$16.00

THIS MORTGAGE ("Security Instrument") is given on JUNE 10 19 87 The mortagor is DAVID GILL AND CATHERINE SIMMONS GILL, HUSBAND AND WIFE A/K/A CATHERINE M. SIMMONS

("Borrower"). This Secu ity Instrument is given to THE NORTHERN TRUST COMPANY

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

, and whose address is

50 SOUTH LA SALGE STREET CHICAGO, ILLINOIS \$0675

("Lender").

Borrower owes Lender the principal sum of THREE HUNDRED THOUSAND AND NO/100

Dollars (U.S. \$

300,000.00

). 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 JULY 1, 2017

This Security Instrument secures to Lender: (a) the repayment of the debt of idenced 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 Bortov er'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 16 IN SUBDIVISION BLOCK 2 IN CUSHMAN'S RESUBDIVISION OF NORTH 1/2 OF BLOCK 4 IN SHEFFIELD'S ADDITION TO CHICAGO, IN COOK COUNTY, ILLINOIS. (SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD Clark's Office PRINCIPAL MERIDIAN.)

14-32-219-031-0000 BDO M

which has the address of

2132 NORTH DAYTON [Street]

CHICAGO

Illinois

60614 [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 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.

6 (IL) (8704)

UNOFFICIAL COR CHICAGO, ILLINOIS 50 SOUTH LA SALLE

They to yet \$ El

, personally known to me to be the same person(s) whose name(s)

County 55:

K/A CATHERINE

THEIR subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

A/K/A CATHERINE M. SIMMONS do hereby certify that DAVID GILL AND CATHERINE SIMMONS GILL, HUS 3AND AND WIFE

free and voluntary act, for the uses and purposes therein

, a Notary Public in and tor said county and state,

ARE

(Scal) BOLLOWS (Seal)

(Seal)

Tabia ylimea +-2 [

S4909

THE NORTHERN TRUST COMPANY

50 SOUTH LA SALLE STREET

My Commission expires: 1/1/6/87

signed and delivered the said instrument as

Given under my hand and official seal, this

1. Rose it. Biggs

Graduated Camert Rider

TabiA - F.m. TostenibA XX Instrument. [Check applicable box(es)]

кесоко имо кетоки то: CHICAGO, ILLINOIS

> JOHN A. PILIPONIS PREPARED BY:

> > STATE OF ILLINOIS,

set forth.

but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time 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, before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by existence of a default or any other defense of Borrower to acceleration and foreclosure. It the default is not cured on or inform Borrower of the right to reinstate after acceleration and the right to assert in the lureclosure proceeding the nonsecured by this Security Instrument, foreclosure by judicial proceeding and sale of the Preperty. The notice shall further and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums default; (c) a date, not less than 30 days from the date the notice is given to Bocrower, by which the default must be cured; 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) #3e action required to cure the 19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's MON-DAIFORM COVENANTS. Bottower and Lender further covenant and agree as follows:

prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially

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 coete of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security instrument. appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the

supplement the consurs and agreements of this Security Instrument as if the rider(a) were a part of this Security this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and 23. Fig. 12 this Security Instrument, If one or more riders are executed by Borrower and recorded together with

BY SIGNING BELOW, Borryw'r accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed of Sorrower and recorded with it.

Condominium Rider

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Froperty.

Planned Unit Development Rider

XX Other(s) [specify] MCPTGAGE RIDER FOR COVENAUT #21

Borrower and Lender covenant and agree as follows

UNIFORM COVENANTS.

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

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 ontion, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the cui ds 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 Leider. 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 age out the sums secured by this Security Instrument.

3. Application of Farments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be upplied: first, to late charges due under the Note; second, to prepayment charges due under the

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

4. Charges; Liens. Enrower 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 ow a payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrover 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 see and 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 ally 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 overage" 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 Borrowe, 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, To rower 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 incurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any exces 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 proceed 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 shift of 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.

If Borrower fails to perform the 7. Protection of Lender's Rights in the Property; Mortgage Insurance. 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.

occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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,

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.

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

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

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

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, Botrower fails to respond to Lender within 30 c.195 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

positions the duit date of the monthly payments referred to in paragraphs I and 2 or change! is amount of such payments. Unless service and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

payment or otherwise modify. In ortization of the sums secured by this Security Instrument by reason of any demand made Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for interest of Borrower'stall not operate to release the liability of the original Borrower or Borrower's successors in interest. modification of articulation of the sums secured by this Security Instrument granted by Lender to any successor in 10. Borrover Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or

shall not be a waiver of or preclude the exercise of any right or remedy. by the original Borrower or Bultower's successors in interest. Any forbeatance by Lender in a tercising any right or remedy

the sums secured by this Security Instrument; and (c) agrees that Lender and any other Bo:rower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without Instrument but does not execute the Mote: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property was at the terms of this Security Instrument; (b) is not personally obligated to pay of paragraph 17. Borrower's covenants and recements shall be joint and several. Any Borrower who co-signs this Security this Security Instrument shall bind an 124 nofit the successors and assigns of Lender and Borrower, subject to the provisions 11. Successors and Assigns Joint and Several Liability; Co-signers. The covenants and agreements of

charges, and that law is finally interpreted so that the interfer or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge sha be reduced by the amount If the loan secured by this Security Instrument is subject to a liew which sets maximum loan 12, Loan Charges, that Borrower's consent.

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

Paragraph 17. 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 specifical in the second paragraph of rendering any provision of the Note or this Security Instrument unenforceal ie according to its terms. Lender, at its option, If enactment of expiration of applicable laws has the effect of Legislation Affecting Lender's Rights.

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

which can be given effect without the conflicting provision. To this end the provisions of this Security Lastrument and the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Institution of the Note 15. Governing Law; Severability. This Security Instrument shall be governed by fir let al. Lw 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 Management of the State of this Security is located. In the event that any provision or clause of this Security Instrument or the Management of the State of t ın this paragraph.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Mote and of this Seconty 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 interest in it is sold or transferred (or if a beneficial interest in a sold or transferred for its negative innerest in the local sold or transferred for the property or an interest in the local sold or transferred for the property or an interest in the local sold or transferred for the local sold or Note are declared to be severable.

federal law as of the date of this Security Instrument. person) without Lender's prior written consent, Lender may, at its option, require immedial; 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

remedies permitted by this Security Instrument without further notice or demand on Borrower tins Security Instrument. If Borrower fails to pay these sums prior to the expiration of this per od, Lender may invoke any of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

Borrower, this Security. Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by 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 occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower,

MORTGAGE RIDER FOR COVENANT #21

THIS RIDER IS incorporated into a certain MORTGAGE dated of even date herewith given by the UNDERSIGNED to secure MORTGAGE indebtedness; said MORTGAGE encumbers real property commonly described as:

- 1) BORROWER and LENDER agree that notwithstanding anything contained in COVENANT 21 of the MORTGAGE, LENDER is hereby authorized to charge a reasonable fee for the preparation and delivery of a RELEASE DEED.
- 2) BORROWER and LENOFR agree that if the FEDERAL NATIONAL MORTGAGE ASSOCIATION or the FEDERAL HOME LOAN MORTGAGE CORPORATION buy all or some of the LENDER'S rights under the MORTGAGE, this RIDER will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

MMANULUS (SEAL)
VID GILL -BORROWER

CATHERINE SIMMONS GILL BORROWER

A/K/A CATHERINE M. SIMMONS

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. IN-CREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

, 1987 day of JUNE This Rider is made this 10TH , 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 Note to

THE NORTHERN TRUST COMPANY

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

2132 NORTH DAYTON, CHICAGO, ILLINOIS Property Address

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

A. INTEREST 32 TE AND MONTHLY PAYMENT CHANGES

The Note has a "United Interest Rate" of 8.750 %. The Note interest rate may be increased or decreased. day of the month beginning on AUGUST 1990 and on that day of the on the 1ST month every 36 months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: (Check one box to indicate Index.)

- (1) D. Weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year.
- (2) The most current monthly national median cost of funds for FSLIC Insured savings and loan associations.
 - WEEKLY AVERAGE YIFLD ON UNITED STATES TREASURY SECURITIES KΠ (3) ADJUSTED TO A CONSTANT MATURITY OF 3 YEARS. Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.200 2.200 %) to the Carrint Index. The most recent Index figure available as of the date days before each Change Date is called 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 below, this rounded amount will be my new interes rate until the next Change Date.

The Note Holder will calculate the reviser, monthly principal and interest payment to maintain the amortization of the loan for the remaining portion whe loan term.

Limit on Interest Rate Changes

The rate of interest I am required to pay shall never be increased or decreased on any single Change Date by more than 3.000 percentage points (3.000 %) from the rate of interest I have been paying for the preceding twelve months. Also, my interest rate shall never be erecter than 13.750 %, nor lower than %.

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, 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 horrower 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.

C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that Vin. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

(Seal) DAVID GILL - Barrower

'A CATHERINE M. SIMMONS

(Scal) - Borrower

(Seal)

- Borrower

ADJUSTABLE RATE LOAN RIDER