87610378

DUPT-01 RECURDING COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

#### **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on November 4,
THIS MORTGAGE ("Security Instrument") is given on November 4,  19.87 The mortgagor is
"" ("Borrower"). This Security Instrument is given to
TTTTTREEDOM.FEDERAL.SAVINGS.BANKTTT, which is organized and existing
under the laws of Up a Lad States America and whose address is
Borrower owes Lender to reinel sum of ONE HUNDRED NINETEEN THOUSAND NINE HUNDRED AND NO / 100
Dollars (U.S. S., 119, 200, 00,). This debt is evidenced by Borrower's note
dated the same date as this Siculity Instrument ("Note"), which provides for monthly payments, with the full debt, if not
paid earlier, due and payable on Acombox12017
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 days of the mortgage great and convey to Lend in the following described property
the Note. For this purpose, Borrower dose accept mortgage, grant and convey to Lend in the following described property located in

Lot 10 in Pinewood Planned Unit Day-lopment Unit One, a Subdivision in the North West quarter of Section 7, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number:

-87-010378

which has the address of 14389 Pinewood Drive [Street] (City) ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, 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 select 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.

ILLINOIS.—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT REGIDER FROM ILLIANA PHANCIAL, INC.

				ů.	
		2		1	
	and the property of the control of the second of	7,04			
8	Western Springs, Illinois 6055	8	Ю	гиопэсиятемі	
	Alberta O, Dahlgren	- 70	•	L Y	
· .	Orland Park, Illinois by	7		E CITY	
	Orland Park, Illinois 60462	85209 aton	ern Springs, Ill:	I STREET West	
	DESCRIBED PROPERTY HERE		dom Federal Savin Burlington	F NAME Free	
gen?	FOR SECONDERS INDEX PURPOSES			a	
	Sometime Ca.	ewer-co.			
	0		.88 /05/0	My Commission expires:	
	, X E. 91 , V. 21.7.	. Yo yahH.T.P a	and official seal, the	set forth. Given under my hi	
	voluntary and for the uses and purposes therein	bins soil (1.2/1.2/1.7	as inomuniani bica	aigned and delivered the	
	$\cdots$ $\forall$ or $\mathcal{F}$ into acknowledged that for $\gamma$	d ni yab sini am motad i	กฎ โทรเานตาลาก, <b>สฤทุตสา</b> อง	aubscribed to the forego	
	(a) surec name (a) numer psoum (i) nu	me to be the same perior	., personally known to	.3.31.WZIH.	
	בריבע שאצוב יירסעף		コマからさいてん	do hereby centify that	
	Notary Public in and for said county and state,				
	County ss:		•	STATE OF ILLINOIS,	
4.4.7.	Carolina in the comment of the control of the contr	his contractions were Actinomise	B esedg) Provisional (Section Section )		
	(leal)	27773	X,		
	Long — Sollower	Pavrence			
	Musica Ling (Scal)	Z		,	
		ver and recorded with it.	cr(s) execute? hy Borro	Instrument and in any rid	
	ms and covenants contained in this Security				
200			Tan	Other(s) [spec	
~ ~	יפוון בנוחנו	Planned Unit Developin		Graduated [	
- 6	☐ 2-4 Family Rider	Condominium Rider		A Adjustation X	
610378			cable box(es)]	Instrument. [Chact. nr.pli	
	ccuted by Borrower, and recorded together with that incorporated into and shall amend and as if the rider(s) were a part of this Security	nehir dous dous lo sinem:	the covenants and agre	this Security trast ument,	
	remption in the Property.		l .		
				Instrument without charg	
l.,	at by this Security Instrument. Instrument, Lender shall release this Security	d then to the auma secure	nable attorneys' fees, ar	receiver's bonds and rease	
6. A. 6.	ont hot limited to receiver's fees, premiums on	ion of rents, including, i	he Property and collect	To framagement to also:	
	manage the Property and to collect the rents of e.recelver, shall be applied first to payment of the	n, take possession of and	be entitled to enter upo	fight (horison betnioden	
	20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redempiton following judicial sale, Lender (in person, by agent or by judicially				
	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 costs of title evidence.				
	this Security Instrument without further demand and may foreclose this Security Instrument by Judicial proceeding,				
	existence of a default or any other defense of Bhrrower to acceleration and foreclosure, it the default or not connected by before the date specified in the notice. Lender at its option may require immediate payment in full of all sums accured by				
	-non art gnibaaady amediaayd art ni traeen of fright art bra notheralacan taffe and to refer of the it are to the it				
	and (d) that tailure to cure the default on or before the date specified in the notice may result in acceleration of the sums securety by this Security Instrument, foreclosure by Judicial proceeding and sale of the Property. The notice shall further				
•	Borrower, by which the default must be cured;	date the notice is given to	s than 30 days from the	default; (c) a date, not les	
	VI bna El adquigatag sebru ne baselessa el tolti est este est de la priupet nellas est (d) tilualeb est	ncy mairument (out Not p notice shall specify: (a)	-Mreenient in this Secu	ng wal oldaoilgga asolnu	
,	s'reworroff gniwoflot nothereleasing to rolig re-	warrolf of solion svin li	Remedies, Lender she	19, Acceleration;	
	ewollol as sorge bira in	and Lender further covena	OVENANTS. Borrower as	MON-UNIFORM C	

## JNOFFICIAL COPY at

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

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (e) 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 excrow 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. 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 serow items, shall exceed the amount required to pay the excrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds neld 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. It under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the State of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the time secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied itest, 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 shell pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien ir, logal 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 Sourity 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 are a sisting or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended cov, rage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Berroy or shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall giv prompt notice to the insurance

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess of id to Borrower. If Horrower 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.

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 (a) pays Conder all sums which then would be the under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other coverants or agreements; (c) pays all expenses including, but not limited to, reasonable attornays' lees, 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 caseonably 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 sindl continue unclanged. Upon reinstalement by 18. Borrower's Right to Reinstate.

If Borrower meets certain conditions, Borrower have the right to the reinstance of this Security pursuant of this Security for reinstancent) before anle of the Property pursuant to any specify for reinstantenth before anle of the Property pursuant to any power of an udgment enforcing this Security instrument; or (b) entry of a judgment enforcing this Security instrument; or (b) entry of a judgment enforcing this Security instrument.

remedies permitted by this Security Instrument without further notice or demand on Borrower. τμιε χεσπιμίλ τυειτυπους. Γι Βοιτονας (πίβε το pay μασε αμπε prior to the expiration of this period, Lender may invoke any of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pur all sums secured by If Lender exercises this option, Lender sharl give Borrower notice, of acceleration. The notice shall provide a period

federal law as of the date of this Security Instrument. 16. Borrower's Copy. Borrower shall be given one conformed copy of the Mote and of this Secretive 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 (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a matural person) without Lender's prior written concent, Lender many string full of all sums person by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by security distrument. However, this option shall not be exercised by Lender if exercise is prohibited by security distrument.

Note are declared to be severable. which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the 15. Governing Law; Security Instrument shall be governed by fede at aw 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 Law, such conflict shall not affect other provisions of this Security Law, such conflict shall not affect other provisions of this Security Law, such conflict shall not affect other provisions of this Security Law, such conflict shall not affect other provisions of this Security Law, such conflict shall not affect other provisions of this Security Law, such that

.ที่จุดาชุดาอดุ 2เกีย กา provided for in this Security Instrument shall be deemed to have been given to Borrower or Langer when given as provided Property Address or any other address Borrower designates by notice to Lender. Any actice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by colice to Borrower. Any notice mailing it by first class mail unless applicable law reguires use of another method. The notice shall be directed to the Any potice to Borrower provided for in this Security Instruction shall be given by delivering it or by 14. Notices.

71 Aqanganaq may require immediate payment in full of all suins 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 rendering any provision of the Mote or this Security Instrument unenfore at le according to its terms, Lender, at its option,

partini prepayment without any prepayment charge under the Note.
13. Legislation Affecting Lender's Rights. If enactmen To footh out and swal oldaoligga to notifations to inominant II. under the Note or by making a direct payment to Horrower. If a refu is reduces principal, the reduction will be treated as a permitted limits will be refunded to Borrower. Lunder may the cose to make this refund by reducing the principal owed charges, and that law is finally interpreted so that the factest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then '(r) and loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loans already collected from Borrower which exceeded

If the loan secured by this se urity Instrument is subject to a law which sets maximum loan 12. Loan Charges. that Borrower's consent.

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 interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay

Interest of bottower and not operate to recease the maniny of the original bottower of bottower of all not be required to cartened time for payment or otherwise modify an original continual continual time for payment or otherwise modify an origination of the sume secured by this Security Instrument by reason of any demand made by the original Bottower or Bottow it's successors in interest. Any forbeatance by Lender in exercising any right or remedy shall not be a waiver of or preclude; a exercise of any right or remedy this Security Instrument shall beind and Several Liability; Co-signers. The covenants and agreements of this provisions of paragraph IN Bottower's covenants and a Lability instrument and Bottower who co-signs this Security Instrument only to mortgage, grant and convey functioned in the Bottower's covenies the Mott: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Bottower's interest in the Property under the Gors one security Instrument but does not execute the Mott: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Bottower's interest in the Property under the Gors one security instrumenticy instrumently obligated to pay this Bottower's interest in the Property under the Security Instrument but one security the Bottower's interest in the Property under the Security Instrument but one security the Bottower's interest in t to the sume section of this occur, which is marking any application of proceeds to principal shall not extend or proceeds to principal shall not extend or proceeds to principal shall not extend or an extendent of the amount of such payments.

10. Borrower Act Released; Forbestance By Lender Not a Waiver. Extension of the time for payment or modification of amont or sums secured by this Security Instrument granted by Lender to may successor in interest of Borrower shi il not operate to release the liability of the original Borrower or Borrower's successors in interest. I ender shall not be required to release the liability of the original Borrower or Borrower's successors in interest.

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

paid to Borrower. the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the the proceeds multiplied by the following fraction in mediately before the proceeds multiplied by the following fraction in mediately before the the proceeds multiplied by the following fractions and the following fractions are proceeded in the following fractions and the following fractions are proceeded in the following fractions and the following fractions are proceeded in the following fractions and the following fractions are proceeded in the following fractions are proceed 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 Botrower, in the event of a partial taking of the Property, unless Botrower and Lender otherwise agree in wilting, the sums secured by this Security Instrument shall be reduced by

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.

Lender or its agent may make reasonable entries upon and inspections of the Property, Lender 8. Inspection, 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.

RAE 781270/1289W

#### ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 4th day of November 1987 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 FREEDOM FEDERAL SAVINGS BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 14389 Pinewood Drive, Orland Park, Illinois 60462 --

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE '.TMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN GRANGE 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 7.5%. The Note provides for changes in the interest rate and the monthly payments, as follows:

#### (1) Change Dates.

The interest rate I will pay may change on the first day of December , 1988 and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date".

#### (2) The Index.

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weally average yield on United States Treasury securities adjusted to a constant maturity of one (1) year, as made available by the Federal Reserve Board. The most recent Index figure available as of the data forty-five (45) days before each Change Date is called the "Currant 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.

#### (3) Calculation of Changes.

Before each Change Date, the Note Holder will calculate my new interest rate by adding \_\_\_\_\_\_\_\_ percentage points (2.625) to the Current Index. The Note Holder will then adjust the rate by rounding the result of this addition up to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4 below, this rounded amount will be my new interest rate until the next Change Date.

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

87610378

April 1861 - 1815 - 1815 - 1816 - 181 territor in their relative in an area of the control petition of the second of the control of th remove the threshold rediff among planting the reer who will be some and that he postered the fits CONTRACTOR OF THE STATE OF THE

> CORNER PROVINCIONS ALLOWING FOR CHARGES IT AUD THE MONTHLY PARMING. THE BOT CONTROL OF THE BOT CONTROL OF THE BOT CONTROL OF THE BOTH TH Silver Broken Broke

the consumation of a contribution of a little where Setups to the meaning of the property of the setup of the

#### CONTRACTOR OF THE PROPERTY CHAMBERS

will to other to write destination and but the con-

with dwith mid no opposite year year filly to one to every d form editify ground your sould not been been a

\*Itwo oten niemnathin om lankt oppmände frankt oete e.e.

\*Itwo oten niemnathin om lankt oppmände frankt oete e.e.

\*Itwo oten niemnathin om lankt oppmände frankt oeten.

\*\*Committee frankt of the lankt oppmände frankt of the lankt oppmände frankt o

of the state of the tender of า จองเหตุขาดโดยได้ โดย ค่องโรยด้

#### १५३) १६८ १ (१०)

The start China robletal soom and suggestioner The companion of the public electric and the contract of the c and the second of the second s . There is the tour and the second amount will be my nime in a right when the William parad because were and a common areas

and the former of a married by the control of the c and the company of the company to the company

territoriament and the state of the contraction of

or with the property of the property of the second

RAE 781270/1289W

#### (4) Limits on Interest Rate Changes.

My interest rate will never be increased or decreased on any single Change Date by more than two (2) percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve (12) months. My interest rate will never be greater than 13.500%.

#### (5) 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.

#### 6) 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 r. person who will answer any question I may have regarding the notice

#### B. FIXED RATE CONVERSION OPTION

The Addendum to Adjustable Rate Note provides Borrower with a right to convert the interest rate on the Note from an adjustable rate to a fixed rate as follows:

#### 1. Option to Convert to Fixed Rate.

I have a Conversion Option which I can exercise unless I am in default or this Section A1 or Section A3 below will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by the Note from an adjustable rate to a fixed rate.

The Conversion Option can be exercised any time after the first anniversary (one (1) full year) from the date of execution of the Adjustable Rate Note, but in no event later than the fifth anniversary (five (5) full years) from the date of execution of the Adjustable Rate Note. MY OPTION TO CONVERT IS SUBJECT TO THE NOTICE AND QUALIFICATIONS PROVISIONS SET FORTH BELOW.

If I want to exercise the Conversion Option. I must first meet certain conditions. Those conditions are that: (a) must give the Note Holder twenty-eight (28) days prior written notice of my intention to convert to a Fixed Rate. The twenty-eighth (23th) day subsequent to the Note Holder's receipt of such notice shall be considered as the "Conversion Date". If the Conversion Date falls on a holiday or non-business day, then the first business day thereafter shall be considered as the Conversion Date; (b) by the Conversion Date I shall have submitted to the Note Holder such information and documentation as the Note Holder may require to evaluate whether I qualify at the rate of interest after conversion using either the Federal Home Loan Mortgage Corporation's or Federal National Mortgage Association's then current guidelines for fixed rate mortgages; (c) by the Conversion Date the Note Holder shall have determined that I do qualify under the foregoing guidelines; (d) on the Conversion Closing Date, which shall be within five (5) business days subsequent to the Conversion Date and shall be designated by the Note Holder on or before the Conversion Date, I am not in default under the Note or the Security Instrument; (e) by the Conversion Closing Date, I must pay the Note Holder a conversion fee

# 1100 C

## **UNOFFICIAL COPY**

医前动物 医外侧性上颌韧带 医具麻痹

PARKETE REEL TO STORY OF THE STORY

ន ប្រធាន ស្រុក ខេត្ត បាន ប្រជាពិស្ត្រស្នាក់ បាន ប្រជាពិស្ត្រស្នា ស្រុក ប្រជាពិស្ត្រស្នា ស្រុក ប្រជាពិស្ត្រស្នា ប្រធាន ស្រុក ស ប្រធាន ស្រុក សស្រុក សស្រុក ស្រុក សស្រុក ស្រុក ស

and the second of the second o

tist och ste amodell et my new nortesty politice etter to etter ell selvene unler niker kies schange Dake lunkell king etter ettelle oblyr ette sännnasjägälm och

The group with the company of

von house of one of the of transmon routing from the property of the second of the sec

MOTING WATER OF STREET

भवेस्त्र ज्ञाहरू १ वर्ग हाहाराचा ।

And the amount of the second of the relationship of the second of the se

and required to very by the buck from an analyse better

This make wate you beakeness us man make of the feet mone francy with the feet mone francy with the feet of the fe

to the local to an engly and knowned to the solution of the so

ed a figure of the chance of the control of the con

The control of the state of the parties of the state of t

\* Problem Control of the Control

of ficts from equal actions of the constant of

RAE 781270/1289W

equal to one percent (1%) of the unpaid principal I am expected to owe on the Conversion Date, plus U.S. \$ \_-0\_\_\_\_\_; (f) by the Conversion Date, if an appraisal report is required by Section A3 below, the Note Holder has received the report and I have paid the appraisal fee and any amount necessary to reduce unpaid principal; and (g) by the Conversion Closing Date, I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

#### 2. Calculation of Fixed Rate.

My new, fixed interest rate will be equal to either the Federal National Mortgage Association's or the Federal Home Loan Mortgage Corporation's required net yield for 30-year, fixed rate mortgages covered by 60-day mandatory delivery commitments in effect as of the Conversion Date, plus a premium determined as follows: If the unpaid principal balance upon the Note exceeds the maximum loan amount then permitted by both the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association, then plus one percent (1.000%); if the unpaid principal balance upon the Note does not exceed both such permitted maximum loan amounts, then plus one-half percent (0.500%). If the required net yields differ, the Note Holder shall determine which is to be used. If these required net yield figures are not available, the Note Holder will determine my interest rate by using a comparable figure.

### 3. Reduction of Irincipal Balance Before Conversion; Appraisal.

The Note Holder may elect to require an appraisal report on the value of the property described in the Security Instrument. The appraisal report must be prepared of a qualified appraiser chosen by the Note Holder. I will pay the Note Holder a reasonable fee for this appraisal report.

The unpaid principal I am expected to owe on the Conversion Date could be an amount greater than ninety-five (95%) percent of the appraisal report's stated value of the property securing my loan. If SO, I CANNOT EXERCISE THE CONVERSION OPTION UNLESS I PAY THE NOTE HOLDER AN AMOUNT SUFFICIENT TO REDUCE MY UNPAID PRINCIPAL TO AN AMOUNT EQUAL TO NINETY-FIVE (95%) PERCENT OF THE STATED VALUE OF THE PROPERTY.

#### 4. Determination of New Payment Amount.

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the maturity date at my navi fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the maturity date.

C. 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

MERT CREEKEN HORSING

of Grandari and I frogrames browns with the live of the control of

Application System of the service

M. The second second and second secon

Long to the least made on the form of the first state of

roughts appear to a two against a consider a consideration of the second of the second

torrown divineral, work, by the in-

The world the respondence of a company of the second of th

The term of the contract of the production of the track of the contract of

ot Jemnatal Laiphannau e an giangh e an staid i si si si si si Hi ur destellar yar sa yilangana ada in ekrasi si si si si austrosa ak demadas larashemas i ali esa i si si si si I alima (austrosa figuriam emana el vencano par han i si si si si si autidosa imerikan adk la iyar aubaal damanas in si si si si si si

# UNOFFICIAL COPY 8 RAE 781270/1289W

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. Unless and until my interest rate is converted to a fixed rate, Lender agrees that it shall not exercise its option to require immediate payment 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 transferse 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.

If my interest rate is converted to a fixed rate, Lender shall have no duty co evaluate or accept any such intended transferee.

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 thirty (30) days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the 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 Barrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustails Rate Rider.

(Seal)

Lawrence Long

Borrower Ellen Marie Long, his wife (Seal)

VBIETRATER

griduad rills vd garnova some for in 10. Sans vid becommoned and Jon Lines surges a widt To winb odd to as wal jamenel yd being to to when the case that the little box the constitution is a second to the case that a second the case the cas and all element period unum prof. who is The transfer and the set of each energy of the Virginian Living and the set of the South Contract of the South

ent or martied by applicable law. Leader may, will be dragged atmospher of notables in the conis any also magazer the reactible to be some election that her webset of electronic below.

older the transfer to the transfer to the second of t at me abus subministras. Ear not energy for the contract of th ones exalter membrahadi, vironoci e mi com c.

adam toward, a his manner for all very and in the 

Samurage a fishbound without of an of matter his possess of a community of the community of

ne seement berum, hoperoent bekonstanding op ook die believe o Clert's Office

Samoures ാവാർ കാമരത്തി

Ellen Muke Long, bit with

## PLANNED EN ELEPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this
The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in
(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.
PUD COV.N. NTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:  A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Co. stituent Documents" are the : (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which reates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
B. Hazard Insurance. So for g as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard in urance on the Property; and (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.  Borrower shall give Lender prompt notice of any Prope in required hazard insurance coverage provided by the master
In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.
C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in forth amount, and extent of coverage to Lender.  D. Condemnation. The proceeds of any award or claim for damages direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.
E. Lender's Prior Consent, Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:  (i) the abandonment or termination of the PUD, except for abandonment or remination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;  (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;
(iii) termination of professional management and assumption of self-management of the C weers Association; or
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.  F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.
Lawrence Long (Scal)

Ellen Marie Long, his wife (Scal)

and the second of the second o The state of the second of the the parties of the first transport to the algorithm flow flow flower than the following the conand the Cartal Attention of the Confederation of the Confederation of The state of the s or down in the aftered from od, but (Summisselfe Land County) Will air to be a fine or a fine of the county of the manufacture and productions and the second elementaries and production of the 19 mga kaban mengalak libingga sebada banda labiga ki b

kija same izmenja kao i sidem dine imeme ko ki sid kao kao i card engan cardear, makerape co and the standard two court the configuration

in the second of B. Branding property of the foreign or t

Could say the very be supported the type parts to the feet and the state of 

nament of the second of a long of the property of the second of the seco

annul ) of the same of all plane and the common state of the leaves of the common contract of the common state of the common s atoka Colombia se nastavi starstve koje si forana navrži se oštivenoga se politije. Ostinima se osti si si starina sa ostavi ostitičina se pravina te ostavi se se sa ostavi nastavi se se se se o (a) A consider the second supplified the second of the confidence of the confiden C/O/A/S O/F/CE in the property of the first state of the st

and a soft of a single white more to be provided but by the H. H. at his p is the distinct merchan and subjects the mestal product right. where  $C_{ij}$  is a specimentally consider i is i and i and i in i and i is a i in i i . i

where the constraints are approximated to the autopose expression  $\{ (\alpha, \beta) \}$ the experience of the control of the probability of the following

et in the compared stands and the property transports. The proof filler and a game of the filler and the proof of the compared to the compared we take the contractor and high sequence with account principles for all the contractors gar marag catologog a sawarand or nolanah madikebaha gengu besistan diba digit a garag m

as is a second of the control of the period property spine contest for this PLID Biller.

Barrier Company and Company

SSELE PRES COL

THERESALEM MERCHAG DIMERRIA HAVE . .