DEPT-01 RECORDING TRAN 0631 11/13/87 10:10:00 49637 # 1D **\*--87** COOK COUNTY RECORDER

87611495

#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 30th

1987 The mor'gagor is

DALE K. PURDY AND JOYCE VALLEY, HIS WIFE IN JOINT TENANCY

("Borrower"), This S cu ity Instrument is given to NORTH SHORE SAVINGS AND LOAN ASSOCIATION

which is organized and existing under the laws of THE STATE OF WISCONSIN 16655 WEST BLUEMOUND ROAD BROOKFIELD, WI 53005

, and whose address is

("Lender").

Borrower owes Lender the principal sum of EIGHTY THREE THOUSAND DOLLARS AND NO/OO

Dollars (U.S.\$ 83,000.00

). 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 NOVEMBER 1st, 2017 This Security Instrument secures to Lender: (a) the repayment of the debooldenced by the Note, with interest, and all renewals, extensions and This Security Instrument modifications; (b) the payment of all other sums, with n'erest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borro', a's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, and and convey to Lender the following described property

located in

County, Illinois:

LOT 8 IN BLOCK 7 IN RIDGELAND PARK, A SUBDIVISION OF THAT PART LYING WEST OF AND ADJOINING THE CENTER LINE OF NEENAH BROOK OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 13, EAST OF JJ THIRD PRINCIPAL MERIDIAN, SAID CENTER LINE OF NEENAH BROOK BEING A STRAIGHT LINE DKAYN FROM A POINT ON THE NORTH LINE OF SAID SECTION 6 A DISTANCE OF 758 FEET WEST OF THE NORT; EAST CORNER THEREOF TO A POINT ON THE SOUTH LINE OF SAID NORTH HALF OF THE NORTH EAST QUARTER OF SECTION 6, A DISTANCE OF 1229.75 FEET WEST OF THE SOUTH EAST CORNER THEFLOF, IN COOK COUNTY, ILLINOIS.

TAX NUMBER: 24-06-203-012

-87-611495

which has the address of

8747 SOUTH NATOMA

OAK LAWN

Illinois

60453 [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.

\$16.00 MAIL

Form 3014 12/83

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

(IL)

VMP MORTGAGE FORMS . (313

Motor

## **UNOFFICIAL COPY**

PREPARED BY AND RETURN TO: TINA I.PEE NORTH SHORE SAVINGS & LOAN ASSOCIATION ROLLING MEADOWS, IL 60008 ROLLING MEADOWS, IL 60008

Store Notes Public		
Commission expires: 2. STATE 6. 1. LINOIS MOUNT ACCORD	M	
Given under my hand and official seal think white the part of the	260	
med and delivered the said instrument as the free and voluntary act, for the uses and purposes therein	_	
bscribed to the foregoing instrument, appeared before, me this day in person, and acknowledged that A-he		
71.5 With Sersonally known to me to be the same person(s) whose name(s) and	1	
I, the understanding and state, a Motery Public in and co. said county and state, beceby certify that Dalle K. June Land K. June Land	οp	
TATE OF ILLINOIS, County ss:	LS	
(Space Bolow This Line For Acknowledgment)		
newornod-		
-Borrower (Scal)		
(Seal)		
VOLCE VALLEY		
(IESZ) - CONTOURNE CONTOUR		
DALE K. PURDY —Borrower		
By Signing Below, Borrow: Accepts and agrees to the terms and covenants contained in this Security strument and in any rider(s) executed by Serrower and recorded with it.	ະບາຼ	
Other(s) [specify]		
Graduated Payarant Rider		
strument. [Check tor neable box(es)]  [X] Adjustable Kne Zider		
23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded logether with this Security Instrument the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security		
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.		
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security strument without charge to Borrower. Borrower shall pay any recordation costs.	nI	
ceiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.	<b>31</b>	
e Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the sta of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on	yı Yı	
pointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to content me rents of	ØВ	
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time ior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially	,,,,	
it not limited to, reasonable attorneys' fees and costs of title evidence.	ıq	
is Security Instrument without further demand and may foreciose this Security Instrument by judicial proceeding y ander shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, p	Y)	
tistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on orditive the date specified in this of all sums secured byy.	₽Q	
mon on gaingaint to reliaste after acceleration and the right to assert in the this of their of their of migh-	uj	
id (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums cured by this Security Instrument, forecioeaure by judicial proceeding and sale of the Property. The notice shall furthed	ar	
stants: (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the detault must be cured;	P)	
reach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 aless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the	pi	
19, Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's		

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

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

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

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

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

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Forrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the rionthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

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

that Borrower's consent.

12. Loan Charges. If the loan secured by this Securify Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the intercenter other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any suchs already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to riake this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

paragraph 17.

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

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

Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option. Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

4



requesting payment.

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

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

Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although 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 Instituted the Property over this Security and Lender's actions may include paying any sums secured by a lien which has priority over this Security Institute and Institute Property. covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect 7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the

fee title shall not merge unless Lender agrees to the merger in writing.

Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds.

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

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of he 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 reject to the acquiring and the property prior to the acquiring and the same secured by this Security immediately reject to the property prior to the acquiring and the same secured by this Security immediately reject to the property prior to the acquiring and the same secured by this Security immediately reject to the property prior to the acquiring and the same security and the Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal chall not extend or

when the notice is given. 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 3(+d.) period will begin Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If restoration or repair is not economically feasible or Lender's security would be lessened the insurance proceeds shall be

of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair carrier and Lender. Lender may make proof of loss if not made promptly by Borrower

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

unreasonably withheld. insured against loss by fite, hazards included within the term "extended overage" and any other hazards for which Lender requires. The requires insurance shall be maintained in the arcolant, 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

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property of the giving of notice.

notice identifying the lien. Borrower shall satisfy the lien or take or more of the actions set forth above within 10 days the Property is subject to a lien which may attain priority ever this Security Instrument, Lender may give Borrower a agreement satisfactory to Lender subordinating the liet to this Security Instrument. If Lender determines that any part of agrees in writing to the payment of the obligation recurred by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of 'nn' rart of the Property; or (c) secures from the holder of the lien an prevent the enforcement of the lien or forfeiture of 'nn' rart of the Property; or (c) secures from the holder of the lien an prevent the enforcement of the lien or forfeiture of 'nn' rart of the Property; or (c) secures from the holder of the lien and the lien and the lien of the lien and the lien and the lien are the enforcement of the lien or forfeiture of 'nn' rart of the Property; or (c) secures from the holder of the lien and the lien of the lien of the lien and the lien of the lien of the lien and the lien of the lien of the lien and the lien of the lien Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

receipts evidencing the payments.

pay them on time directly to the person, we 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 Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall Property which may attain prioring over this Security Instrument, and leasehold payments or ground rents, if any,

paragraphs I and 2 shall he applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable, t 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

3. Application of P. yments. Unless applicable law provides otherwise, all payments received by Lender under application as a crecit grinst the sums secured by this Security Instrument.

Upon powers in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Londer shall apply, no later than immediately acted to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a creative secured by the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a creative secured by the secur

amount necessing to make up the deficiency in one or more payments as required by Lender. amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any at Borrower's option, either promptly repaid to Borrower or credited to Burrower on monthly payments of Funds. If the

the due dutes of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

this Security Instrument.

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 requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender 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 pays Borrower interest on the Funds and applicable law the Funds in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or basis of current data and reasonable estimates of future escrow items.

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 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

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

JIAM CO.OK

(7th District Monthly Average Cost of Funds — Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this of OCTOBER , 19 87 , and is incorporated into and	30TH day
of OCTOBER , 19 87 , and is incorporated into and	shall be deemed
to amend and supplement the Mortgage, Deed of Trust or Security De	eed (the "Security
Instrument") of the same date given by the undersigned (the "Borr Borrower's Adjustable Rate Note (the "Note") to Adjustable Rate Note (the "Note") to	ည္ကမုန္က <sup>ျ</sup> ) to secure
Borrower's Adjustable Rate Note (the "Note") to Adjustable Rate Note (the "Note")	(the
"Lender") of the same date and covering the property described	in the Security
Instrument and Located at:	

8747 SOUTH NATOMA OAK LAWN, ILLINOIS 60453

[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 60? an initial interest rate of 8.50 %. The Note provides for changes in the inferest rate and the monthly payments as follows:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate 1 will pay may change on the first day of NOVEMBER 15 90, and on that day every 12 th 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 7th District Monthly Average Cost of Funds published by the Federal Home Loan Bank of Chicago. 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 WO AND THREE QUARTERS percentage points(s) ( 2.75 %) to 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 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 can 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.

#### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.50 % or less than 6.50 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO percentage point(s) (2.00 %) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 13.50 %. My interest rate will never be less than 6-1/2% or 5% off initial start rate, whichever is greater.



por the affice of meaning and soft without another professor and stands with and property and some stands with the second soft of the second soft and soft of the second soft of the sec

THE BY PART THE PROPERTY OF THE PART OF THE

De Clarts Office interest page will be based on an Index.

20 March March March St. Communication of the Co

e previous en en arte en arreiro de la porto de estrata partir de francisco de la composition de la compositio La composition de la

en en fille for to le le Berendin transcription

# IOFFICIAL COPY

(E)

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.

#### 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.

#### TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER B.

Uniform Covenant 17 of the Security Instrument shall remain in full force and effect until the Lender (mortgagee) assigns his interest in the Security Instrument to FNMA or FHLMC. Upon assignment Uniform Covenant 17 of the security instrument is amended to read r.4 i pllows:

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 said or transferred and Borrower is not a natural person) without Lender's prior written corsent, Lender may, at its option, require immediate payment in full of ail 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 Forrower in writing.

If Lender exercises the option to require trimediate 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 renedies permitted by this Security Instrument without further notice or demand on Borrowe.

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

> (Seal) Borrower

> > (Seal)

Corrower

 $(\mathbf{x}_{1},\mathbf{x}_{2},\mathbf{x}_{3},$ 

### THE A MOLERA OF THE PROPERTY OR A BENEFICIAL PROPERTY OF THE SCHOOL OF

gagate de la cuerció tido a calenda de la cidade de la cidade de la cuerció del cuerció del cuerció de la cuerció de la cuerció de la cuerció del cuerció de la cuerció del la cuerció de la cuerció del la cuerció de la cuerció de la cuerció del la cuerció de la cuerció del la cuerció del la cuerció del la cuerció del la cuerció de la cuerció del la cuerció Set Barberra

Stopolity Ox Coot

the control of the section of the section flags, twen in whitings.

The Clark's Office \* 12 - 1 - 1 - 1 - 1 - 1

Atomic with the accord

11000 na vananciik