UNOFFICIAL COPY of

COOK COUNTY, HERVIS FILED FUR HEADER

1987 NOV 25 PH 3: 21

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MORTGAGE

515007-3

\$17.00

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 23
The mort shoot is ARTHUR FIELDS AND GLORIA ANN FIELDS, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to HORIZON FEDERAL SAVINGS BANK

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 1210 CENTRAL AVENUE

WILMETTE, ILLINOIS 60091 ("Lender").

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

Dollars (U.S. S

90,000.00

). This debt is evidenced by Borrower's note

dated the same date as this Security Instrume it ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 1, 2017

This Security Instrument This Security Instrument secures to Lender: (a) the repayment of the deb 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 Borrov ; 's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, great and convey to Lender the following described property

located in

LOT 32 IN BLOCK 1 IN SULZER'S ADDITION TO RAVENSWOOD IN SECTION 17, THE CONTROL TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

14-17-301-023-0000 EBOM

which has the address of 1442 WEST PENSACOLA (Street)

CHICAGO

(City)

Illinois

38 030 DF Harrison Jay

60613 12ip Code3

("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.

-6F(IL) (8708)

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83 Amended 5/87

VMP MORTGAGE FORMS • (313)293-6100 • (800)521-7291

"OFFICIAL SEAL" RECORD AND RETURN TO: OX 333-C EVANSTON, IL 60202 MOREN Public HOKISON EEDEKAL SAVINGS BANK PREPARED BY: My Commission expires: Given under my hand and official seal, this se: forth. free and voluntary act. for the uses and purposes therein signed and delivered the said instrument as THEIR л. РС д subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that personally known to me to be the same person(s) whose nan.e(s) ARE do hereby certify that ARTHUR FIELDS AND GLORIA ANN FIELDS, HUSBAID AND WIFE e under sig a Notary Public in and tor said county and state, (102) County ss: STATE OF ILLINOIS, IBW0110B-(Seal) BOITOWEL ([eag]) BOLLOWER GLORIA ANN (Iss2) Sorrower LIEPDŽ THUR BY SIGNING BELOW, Borrover sccepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Detrower and recorded with it. XXOther(s) [specify] Release fee rider Planned Unit Development Rider Graduated Payment Rider Z→ Family Rider Condominium Rider Tabi A Sice Rider Instrument. [Check a pplicable box(es)] supplement the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security this Security Instrument, the coverants and agreements of each such rider shall be incorporated into and shall amend and 23. River to this Security Instrument. If one or more riders are executed by Borrower and recorded together with 22. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs. 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security receiver's bonds and reasonable attorneys, fees, and then to the sums secured by this Security Instrument, costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on 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 prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially 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 receiver shall be applied first to payment of the seconds of the property and collection of the receiver shall be applied first to payment of the receiver. 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 this Security Instrument by judicial proceeding, this Security Instrument by judicial proceeding. existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonsecured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further 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 Borrower, by which the default must be cured; uniess applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the TI bus &I satgragarad remain or agreement in this Security Instrument (but not prior to acceleration under paragraphs Is and to the nove of any continuous Islands Isl 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

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

My Commission Expires

Notary Public, State of Illinois Michelle Harrison

15/1/90

EVANSTON, ILLINOIS 6 (02)

HOBISON EEDERAL SAVINGS BANK

1131 CHICAGO AVENUE

UNIFORM COVENANTS Borrower in a Londer covenant and agree as foll 1. Payment of Principal and Interest; Prepayment and Late Charges.

rower 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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be. at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Fur is 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 paymer, in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Ler de. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior is the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payner's. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied first, to late charges due under the Note; second, to prepayment charges due under the

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority ever 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 ray nent. 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 see ire I by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lim in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take of eor more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvemen's row existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended of erage" 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, Lorrower 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 equity is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insulance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess raid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day regiod 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.

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 chall 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,

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

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 lieu of condemnation, are hereby 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

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 the 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 In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

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

Unless Liter and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or to the sums secured by this Security Instrument, whether or not then due.

modification of ame to attom of the sums secured by this Security Instrument granted by Lender to any successor in 10. Borrow, 1 /ot Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or postpone the dut date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

by the original Borrower or Bon ow it's successors in interest. Any forbearance by Lender in exercising any right or remedy payment or otherwise modify a mortization 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 small net operate to release the liability of the original Borrower or Borrower's successors in interest.

that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay Instrument but does not execute the Mote: (a) is co-signing this Security Instrument only to mortgage, grant and convey of paragraph 17. Borrower's covenants and egreements shall be joint and several. Any Borrower who co-signs this Security this Security Instrument shall bind and be seffit the successors and assigns of Lender and Borrower, subject to the provisions shall not be a waiver of or preclude. Le exercise of any right or remedy.

11. Successors and Assigns Pound; Joint and Several Liability; Co-signers. The covenants and agreements of

If the loan secured by this set unity Instrument is subject to a law which sets maximum loan i.k. 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

partial prepayment without any prepayment charge under the Note under the Note or by making a direct payment to Borrower. If a return reduces principal, the reduction will be treated as a permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed necessary to reduce the charge to the permitted limit; and (b) any suready collected from Borrower which exceeded charges, and that law is finally interpreted so that the tractest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount

Paragraph 17. 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 specified in the second paragraph of If enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights,

in this paragraph. provided for in this Security Instrument shall be deemed to have been given to Borrower or Leruer when given as provided first class mail to Lender's address stated herein or any other address Lender designates by jource to Borrower. Any notice Property Address or any other address Borrower designates by notice to Lender. Any nettice 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 Any notice to Borrower provided for in this Security Institut on shall be given by delivering it or by 14. Notices.

Note are declared to be severable. which can be given effect without the conflicting provision. To this end the provisions of this Security in trument and the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instruction or the Unter 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

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

remedies permitted by this Security Instrument without further notice or demand on Borrower. this Security Instrument. If Borrower fails to pay these sums 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 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 reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may 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 applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

UNOFFICIAL COPY

DATE: NOVEMBER 23, 1987 LOAN NO.: 515007-3

RELEASE FEE RIDER

THIS RIDER is incorporated into a certain Mortgage dated of even date herewith given by the undersigned to secure loan indebtedness; said Mortgage encumbers real property commonly described as:

1442 WEST PENSACOLA, CHICAGO, ILLINOIS 60613

Borrower and Lender agree that covenant 21 of the Mortgage shall only be given effect if the Note secured by this Mortgage is sold or assigned, either in whole or in part, to either the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation and that otherwise the following provisions shall apply to a release of Mortgage:

If the Federal Home Loan Mortgage Corporation buys all or some of the lender's rights under the Mortgage (or Trust Deed) and Note, the promises and agreements in this rider will no longer have any force of effect.

Upon payment of all sums secured by this Mortgage and payment of a reasonable fee for preparation of the release deed, Lender shall release this Mortgage. For ower shall pay all costs of recordation.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

orrower Al

ARTHUR FIELDS

Barrower

GLORIA ANN FIELDS

JSTABLE RATE RIDER

5 Year Treasury Index - Rate Caps - Fixed Rate Conversion Options

THIS ADJUSTABLE RATE RIDER is made this.	23RD day of NOVEMBER 19.87 and is
incorporated into and shall be deemed to amend and suppl	lement the Mortgage, Deed of Trust or Security Deed (the
"Security Instrument") of the same date given by the under	reigned (the "Rormwer") to secure Rormwer's Adjustable
Rate Note (the "Note") to HORIZON FEDERAL SAV	INGS BANK, A FEDERAL CORPORATION
(the "Lender")	of the same date and covering the property described in
the Security Instrument and located at:	

1442 WEST PENSACOLA, CHICAGO, ILLINOIS 60613

[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 ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM ADJUSTABLE RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

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

A. ADJUSTABLE LATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of ... 9... 87.5... %. The Note provides for changes in the adjustable interest rate and in amonthly payments, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The adjustable interest rate will pay may change on the first day of DECEMBER 19...92. and on that day every 60 morelisthereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, an adjustable interest rate will be based on an Index. The "Index" is the ⁵ years as made weekly average yield on United States Tre sury securities adjusted to a constant maturity of available by the Federal Reserve Board. The rio t 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

percentage points (. 2.59.9%) 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%). Stoject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the 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

11.875 The interest rate I am required to pay at the first Change Date will not be greater than % or less than 87.5%. Thereafter, my interest rate will never be increased or decreased or any single Change Date by more

exercise my Conversion Option under Section 5 of this Note. (E) Effective Date of Changes

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

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. FIXED INTEREST RATE OPTION

The Notice provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

5. FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Fixed Rate

I have a Conversion Option which I can exercise unless I am in default or this Section 5 (A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5 (B) below.

The conversion can only take place as of the last day of any calendar month. Each date on which my adjustable

interest rate can convert to the new fixed rate is called the "Conversion Date."

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder thirty (30) days prior written notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee equal to one percent (1.0%) of the outstanding principal of this Note as of the Conversion Date; (iv) I must sign and give to the Note Holder any documents the Note Holder requires to effect the conversion; (v) I have made no more than one monthly payment late in the preceding 12 months, and (vi)

the Note Holder obtains a property inspection (at my cost) which reveals no signs of depreciating value of my house.

(B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal Home Loan Mortgage Corporation's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information.

(C) New Payment Amount and Effective Date

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 new 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.

(D) New Note and Mortgage

I acknow tedge and agree that at the Note Holder's option, I will execute a new note ("New Note") and a new mortgage ("New Mortgage") which shall replace the Note and Security Instrument and which shall provide for a fixed interest rate equal to the rate determined under Paragraph (B) above with monthly payments determined under Paragraph (C) above and shall contain other terms which are substantially similar to those in the Note and Security Instrumen' with such changes or modifications as the Note Holder deems necessary or appropriate to (i) reflect the fact that the interest rate shall be fixed for the balance of the term of the New Note and/or (ii) to qualify the New Note and New Mortgage for sale to the Federal National Mortgage Association and/or the Federal Home Loan Mortgage Corporation. If the Note Holder requires that I execute a New Note and New Mortgage, I acknowledge and agree that I shall be responsible for the payment of all costs and expenses incurred by the Note Holder in connection, therewith including, without limitation, the cost of the preparation and recording of a release of the Security Instrument, the cost of preparing a New Note and a New Mortgage, the cost of recording the New Mortgage, the cost of issuing a title insurance policy in favor of Lender with respect to the New Mortgage and such other costs at may be customarily charged by a lender in connection with the refinancing of a home loan.

C. TRANSFER OF THE PROPERTY ON A. BENEFICIAL INTEREST IN BORROWER

1. Until Borrower exercises the Conversion under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interer in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interer; in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, I order 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 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 reas proble fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sup 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 Instru-

ment unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall pive 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.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of the Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C (1) above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, as follows:

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

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.

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

ARTHUR FIELDS BOTTOWER

Standa (una Fields (Seal)

GLORIA ANN FIELDS Borrower