Prepared by: Mail to:

UNOFFICIAL

Omni Mortgage BOX 333-GG

MORTGAGE

LOAN NO: 0471618126

THIS MORTGAGE ("Security Agreement") is given on

11-30

. 19 87 ... The

mortgagor is

17926 Halsted

Homewood, IL

SARGON B. YALDA AND JANINE I. YALDA HUSBAND AND WIFE

("Borrower").

This Security Instrument is given to OMNI MOREGAGE COMPANY, which is organized and existing under the laws of the SUITE 105, OAKBROOK, ILLINOIS 60521 State of Ohio, and whose address is 2001 SPRING ROAD Borrower owes Lender the principal sum of U.S. \$ 120,000.00

ONE HUNDRED TWENTY THOUSAND AND NO /100

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 DECEMBER 1, 2017

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in County, Illinois:

> LOT 3 IN PARK ESTATES OF THE WEST 515.51 FEET (EXCEPT THE WEST 273 FEET OF THE SOUTH 200 FEET THEREOF) AS MEASURED ON THE NOFFY LINE THEREOF AND THE SOUTH LINE THEREOF, OF THAT PART OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, L'ING NORTH OF THE SOUTH 17.50 ACRES THEREOF, RECORDED APRIL 1, 1987 AS DOUCMENT 87171803 IN COOK COUNTY, ILLINOIS. ILLINOIS.

\$16.00

103 09-15-013-009

COOK COUNTY, ILLINOIS FILED FOR RECORI

1987 DEC -2 PM 3: 08

Junity Clark's Office

be the same more or less, but subject to all legal highways, which has the address of

9353 MARGAIL, DES PLAINES, ILLINOIS 60016

("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.

MA COMMISSION EXPIRES 12/8/90 NOTARY PUBLIC STATE OF ILLINOIS SEAL OFFICIAL

My Commission expires: Given under my hand and official seal, this set forth. THEIR free and voluntary act, for the uses and purposes therein signed and delivered the said instrument as प्रसुद्धर 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 name(s) DANDLUM , AGIAY .I ENINAC AGLIAY .8 NOOMAS and state, do hereby certify that a Notary P(61) in and for said county STATE OF ILLINOIS, . PUINE I. Instrument and in any rider(s) executed by Borrower and recorded with it. BY SIGNING BELOW, BOR O' or accepts and agrees to the terms and coverants contained in this Security [Vitosqs] (s)nsdrO [Planned Unit Development Rider Graduated Doment Rider Condominium Rider T 2-4 Family Rider Tabia and MoutaulbA K Instrument. [Check applicable box(es)] supplement tle Covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security this Security. Actrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and 23. Bidgets 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.

cosis of management of the Property and collection of tents, including, but not limited to, receiver's fees, premiums on

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 prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially but not timited 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

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by existence of a default or any other defense of Borrower to acceleration and foreclosure. 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; unless applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the If I has El edgergarge to agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

MON. UNIFORM COVENANTS. BOTTOWer and Lender further covenant and agree as follows:

UNOFFICIAL COPYS 3

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 outhorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

to the sums ser tre t by this Security Instrument, whether or not then due.

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 such payments.

10. Borrover Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amor izetion 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 proportization 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 preciude the exercise of any right or remedy.

11. Successors and Assign: Bourd; 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 agreements 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 regard to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, there (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. 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 on steps specified 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 Borrower. 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 feder it wand 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 of 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.

87638138



requesting payment.

the date of disbursement at the Note tate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

Lender may take action under this paragraph 7. Lender does not have to do so.

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 regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankrupicy, probate, for condemission or to enforce laws or 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.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall not destroy, damage or substantially 6. Preservation and Maintenance of Property; Leaseholds.

Instrument immediately prior to the acquisition.

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Unitest Lender and Borrower otherwise agree in writing, any application of proceeds to princip. It is all not extend or postpone the due date of the monthly payments referred to in paragraphs I 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 that paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting that approach the payments of the payments of the payments.

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 20-day 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 excers 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 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 by applied to restoration or repair

Lender shall have the right to hold the policies and renewals. If Lender requirer, Borrower shall promptly give to the insurance all receipts of paid premiums and renewal notices, In the event of loss, Borrower shall 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.

insurance carrier providing the insurance shall be chosen by Borrowir subject to Lender's approval which shall not be requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insured against loss by fire, hazards included within the term "extented against loss by fire, hazards for which Lender Borrower shall keep the improver a new existing or hereafter erected on the Property 5. Hazard insurance.

of the giving of notice.

notice identifying the lien. Borrower shall satisfy the lien or take one 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 agrees in writing to the payment of the obligation recorded by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the phinion persent 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 lier, 1, this Security Instrument. If Lender determines that any part of agreement satisfactory to Lender subordinating the lier, 1, this Security Instrument. If Lender determines that any part of agreement satisfactory to Lender subordinating the lier, 1, this Security Instrument. Borrower shall promptly discharge any len which has priority over this Security Instrument unless Borrower: (a)

receipts evidencing the payments.

to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender pay them on time directly to the person awed payment. Borrower shall promptly furnish to Lender all notices of amounts 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

4. Charges; Liens. Bor cwer shall pay all taxes, assessments, charges, fines and impositions attributable to the

paragraphs I and 2 shau be a pulsed: first, to late charges due under the Mote; second, to prepayment charges due under the Mote; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due. 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

application as a credit against the sums secured by this Security Instrument.

Upon payrient in fulf of all sums secured by this Security Instrument, Lender shall promptly refund to Botrower any Funds held oy Londer. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately rick to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as

amount necessive 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 Borrower on monthly payments of Funds, if the the due dates 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. purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by spail give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower and Lender to make such a charge. Borrower and

state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. 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. mortgage insurance premiums, it any. These items are called "escrow items." Lender may estimate the Funds due on the 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 to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay

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

UNOFFICIAL CC

ADJUSTABLE RATE RIDER

3 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 30th November day of 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 OMNI MORTGAGE COMPANY, AN OHIO CORPORATION

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at:

(

9353 MARGAIL, DES PLAINES, ILLINOIS 60016

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 CONSTIANTS, In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agrey, as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

. 3.5

4 · 1

The Note provides for an impai interest rate of 8.625 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) CHANGE DATES

The interest rate I will pay may change on the first day of and on that day every pay may change on the first day of <u>DECEMBER</u>, 1990 , and on that month thereafter. Each date on which my interest rate could change is called a "Change Date." 36

(8) THE INDEX

Beginning with the first Change Date, my interest relevill be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of THREE year(s), as made available by the Feder The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index." year(s), as made available by the Federal Reserve Board.

If the Index is no longer available, the Note Holder will clicose 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 intrest rate by adding TWO AND ONE HALF percentage points (2.500 %) 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 owe at the Change Date in full on the maturity date at my new increst 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

20. 6**25** The interest rate I am required to pay at the first Change Date will not be greater than % or less than %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 36 months. My interest rate will never be greater than 14.625

(E) EFFECTIVE DATE OF CHANGES

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

(F) NOTICE OF CHANGES

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

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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

UNOFFICIAL COPY

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower falls 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.

CADYNI D VALDA

JANINE I. YALDA /

(Erecute Original Only) Loan No. ...

2472

0471618126

SCAPOND.