

UNOFFICIAL COPY

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State of Illinois

Mortgage

FHA Case No

131:3054632 729

This Indenture, made this 29th day of OCTOBER, 1987, between

SAM DILIBERTO AND SUSAN J. DILIBERTO,
HUSBAND AND WIFE

Mortgagor, and

CAPITOL FEDERAL MORTGAGE DIVISION

Mortgagee

a corporation organized and existing under the laws of THE STATE OF ILLINOIS

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of EIGHTY FOUR THOUSAND SEVENTY EIGHT AND 0/100

Dollars (\$84,078.00)

payable with interest at the rate of TEN ---

per centum (10.000 % per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in EVERGREEN PARK, IL 60642

at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of SEVEN HUNDRED THIRTY SEVEN AND 84/100

Dollars (\$ 737.84)

on the first day of DECEMBER, 1987, and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of NOVEMBER, 2017.

SEE ATTACHED ADJUSTABLE RATE RIDER "

Now, Therefore, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents Mortgage and Warrant unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK and the State of Illinois, to wit:

LOT 19 IN BLOCK 2 IN J. E. WHITE'S 3RD RUTHERFORD PARK ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 1520.8 FEET AND THE WEST 722 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

PTI# 13-31-301-034-0000 VOLUME 364,
COMMONLY KNOWN AS: 1916 N. NORDICA AVENUE, CHICAGO, IL 60635

RECORD AND RETURN TO:
CAPITOL FEDERAL MORTGAGE DIVISION
15020 S. CICERO AVE.- SUITE A
OAK FOREST, IL 60452

THIS DOCUMENT PREPARED BY:
IRENE YACKO
OAK FOREST, IL 60452

**THIS DOCUMENT IS BEING RE-RECORDED FOR THE SOLE PURPOSE OF ADDING THE ATTACHED ACCELERATION CLAUSE, WHICH IS ATTACHED TO AND MADE A PART OF THE FOREGOING INSTRUMENT.

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Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (i)) in accordance with the regulations for those programs.

Previous edition may be used until supplies are exhausted

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HUD-92116-M.1 (9-86 Edition)
24 CFR 203.17(d)

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RE ATTORNEY SERVICES #

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HUD-92116M-1

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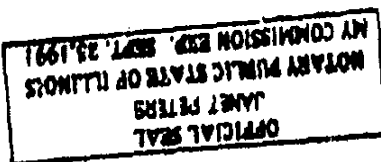
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[Handwritten signature]

9521-91 183333 TRAN 11/03/87 19134100
453333 11/03/87 19134100

DEC-28-87 4 5 8 6 6 7 87671960 - A - Rec 17.00



at o'clock

m., and duly recorded in Book

of

Page

County, Illinois, on the

day of

A.D. 19

Doc. No.

Filed for Record in the Recorder's Office of

Notary Public

[Handwritten signature]

day 29

A.D. 19 87

(Given under my hand and Notarial Seal this

free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

person and acknowledged that signed, sealed, and delivered the said instrument as

and subscribed to the foregoing instrument, appeared before me this day in

and his wife, personally known to me to be the same

Sam Diliberto and Susan J. Diliberto His wife

a notary public, in and for the county and State

State of Illinois

County of Cook

[Handwritten signature]

SAM DILIBERTO

[Handwritten signature]

(Seal)

SUSAN J. DILIBERTO, HIS WIFE

[Handwritten signature]

(Seal)

(Seal)

Witness the hand and seal of the Mortgagee, the day and year first written

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To Have and to Hold the above described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits to said Mortgagor does hereby expressly release and waive.

And Said Mortgagor covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvement situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

And the said Mortgagor further covenants and agrees as follows:

That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole or in part on any installment due date.

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and

special assessments; and

(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

- (i) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
- (ii) interest on the note secured hereby;
- (iii) amortization of the principal of the said note; and
- (iv) late charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

And as Additional Security for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

That He Will Keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof

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Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may keep the said premises in such amount as shall have been required by the Mortgagee; lease the said premises to the Mortgagee or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

And in Case of Foreclosure of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

And There Shall be Included in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys' fees, and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances were made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; and (4) all the said principal money remaining unpaid. The surplus of the proceeds of the sale, if any, shall then be paid to the Mortgagee.

If the Mortgagee shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and the Mortgagee, executor or administrator, successors, and assigns of the Mortgagee, shall waive the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

It is Expressly Agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagee shall operate to release, in any manner, the original liability of the Mortgagee.

The Covenants Herein Contained shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. However used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee and the Mortgagee jointly, and the insurance proceeds, or any part thereof may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagee in and to any insurance policies then in force shall pass to the purchaser or grantee.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagee to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether the same be or not.

Mortgagee further Agrees that should this mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act, within 90 days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 90 days from the date of this mortgage, declining to insure, said note and this mortgage being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable. Notwithstanding the foregoing, this option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the National mortgage insurance premium to the Department of Housing and Urban Development.

In the event of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

And in the event that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagee, or any party claiming under said Mortgagee, and without regard to the solvency or insolvency of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises and without regard to the value of said premises or whether the same shall be then occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

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Case # 131: 5054632 729

FHA MORTGAGE ACCELERATION CLAUSE

ALL FHA MORTGAGES - EFFECTIVE 12/01/86

The mortgage shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of the law) by the mortgagor, pursuant to a contract of sale executed not later than twenty-four (24) months after the date of execution of the mortgage or not later than twenty-four (24) months after the date of prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirement of the commissioner.

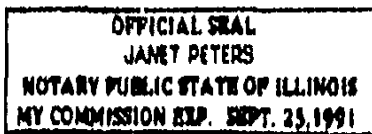
- 1) Sam Diliberto 29 Oct 1987
Borrower Date
- 2) Susan Diliberto 29 Oct 1987
Borrower Date
- 3) _____
Borrower Date
- 4) _____
Borrower Date

State of Illinois S.S.
County of Cook

I, Janet Peters, a notary public in and for said County, in the state aforesaid, do hereby Certify that SAM DILIBERTO and SUSAN J. DILIBERTO

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged they signed, sealed and delivered the said instrument as their free and voluntary act, for the purposes therein set forth.

Given under my hand and official seal, this 29th day of October 1987.



Janet Peters
Notary Public
Sep. 23, 1991
Commission Expires

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1987, and its incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Mortgage"), of Mortgage, Deed of Trust or Security Deed insured under section 203(b), 203(k) (first ten only) or 234(c) of the National Housing Act, using the Margin method.

FHA ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 29TH day of OCTOBER 1987, and its incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Mortgage"), of Mortgage, Deed of Trust or Security Deed insured under section 203(b), 203(k) (first ten only) or 234(c) of the National Housing Act, using the Margin method.

1918 N. NORDICA AVENUE, CHICAGO, IL 60635

Notwithstanding anything to the contrary set forth in the Mortgage, Mortgage and Mortgagee hereby agree to the following:

- Under the Note, the initial stated interest rate of -- PER -- per centum (10.00 %) per annum ("Initial Interest Rate") on the unpaid principal balance is subject to change, as hereinafter described. When the interest rate changes, the equal monthly installments of principal and interest also will be adjusted, as hereinafter provided, so that each installment will be in an amount necessary to fully amortize the unpaid principal balance of the Note, at the new adjusted interest rate, over the remaining term of the Note.
- The first adjustment to the interest rate (if any adjustment is required) will be effective on the first day of APRIL 1989 (which date will not be less than twelve months nor more than eighteen months from the due date of the first installment payment under the Note), and thereafter each adjustment to the interest rate will be made effective on that day of each succeeding year ending the term of the Mortgage ("Change Date").
- Each adjustment to the interest rate will be made based upon the following method of employing the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year ("Index"; the Index is published in the General Reserve Bulletin and made available by the United States Treasury Department in Statistical Release H. 15 (519)). As of each Change Date, it will be determined whether or not an interest rate adjustment must be made, and the amount of the new adjusted interest rate, if any, as follows:
 - The amount of the Index will be determined, using the most recently available figure, thirty (30) days before the Change Date ("Current Index").
 - Two percentage points (2.00 %) the "Margin") will be added to the Current Index and the sum of this addition will be rounded to the nearest one-eighth of one percentage point (0.125%). The rounded sum, of the Margin plus the Current Index, will be called the "Calculated Index Rate" for each Change Date.
 - The Calculated Interest Rate will be compared to the interest rate being earned immediately prior to the current Change Date (such interest rate being called the "Existing Interest Rate"). Then, the new adjusted interest rate, if any, will be determined as follows:
 - If the Calculated Interest Rate is the same as the Existing Interest Rate, the interest rate will not change.
 - If the Calculated Interest Rate will be compared to the interest rate being earned immediately prior to the current Change Date (such interest rate being called the "Existing Interest Rate"). Then, the new adjusted interest rate, if any, will be determined as follows:
 - The amount of the Index will be determined, using the most recently available figure, thirty (30) days before the Change Date ("Current Index").
 - Two percentage points (2.00 %) the "Margin") will be added to the Current Index and the sum of this addition will be rounded to the nearest one-eighth of one percentage point (0.125%). The rounded sum, of the Margin plus the Current Index, will be called the "Calculated Index Rate" for each Change Date.
 - The Calculated Interest Rate will be compared to the interest rate being earned immediately prior to the current Change Date (such interest rate being called the "Existing Interest Rate"). Then, the new adjusted interest rate, if any, will be determined as follows:
 - If the Calculated Interest Rate is the same as the Existing Interest Rate, the interest rate will not change.

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(a) If the Existing Interest Rate changes on any Change Date, Mortgage will recalculate the monthly installment payments of principal and interest to determine the amount which would be necessary to repay in full, on the maturity date, the unpaid principal balance (which unpaid principal balance will be deemed to be the amount due on such Change Date assuming there has been no default in any payment on the Note but that all prepayments on the Note have been taken into account), at the new Existing Interest Rate, in equal monthly payments. On or before the Change Date, Mortgage will give Mortgagor written notice ("Adjustment Notice") of any change in the Existing Interest Rate and of the revised amount of the monthly installment payments of principal and interest, calculated as provided above. Each Adjustment Notice will

(g) If the Index is no longer available, Mortgage will be required to use any index prescribed by the Department of Housing and Urban Development. Mortgage will notify Mortgagor in writing of any such substitute index (giving all necessary information for Mortgagor to obtain such index) and after the date of such notice the substitute Index will be deemed to be the Index hereunder.

(f) The method set forth in this Paragraph 3 of this Adjustable Rate Rider, for determining whether or not an adjustment must be made to the Existing Interest Rate incorporates the effects of the provisions of 24 CFR 203.49(e) (1) and 234.79(c) (1) which require that changes in the Index in excess of one percentage point must be carried over for inclusion in adjustments to the Existing Interest Rate in subsequent years.

(e) Mortgage will perform the functions required under Subparagraphs 3(a), (b) and (c) to determine the amount of the new adjusted rate, if any. Any such new adjusted interest rate will become effective on the Change Date and thereafter will be deemed to be the Existing Interest Rate. The new Existing Interest Rate will remain in effect until the next Change Date on which the interest rate is adjusted.

(d) Notwithstanding anything contained in this Adjustable Rate Rider, in no event will any new adjusted interest rate be more than five percentage (5%) points higher or lower than the Initial Interest Rate. If any increase or decrease in the Existing Interest Rate would cause the new adjusted interest rate to exceed the 5% Cap, the new adjusted interest rate will be limited to five percentage (5%) points higher or lower, whichever is applicable, than the Initial Interest Rate.

(iv) If the Calculated Interest Rate is less than the Existing Interest Rate by more than one percentage point, the new adjusted interest rate will be equal to one percentage point less than the Existing Interest Rate (subject to the 5% Cap).

(iii) If the Calculated Interest Rate exceeds the Existing Interest Rate by more than one percentage point, the new adjusted interest rate will be equal to one percentage point higher than the Existing Interest Rate (subject to the 5% Cap).

(ii) If the difference between the Calculated Interest Rate and the Existing Interest Rate is less than or equal to one percentage point, the new adjusted interest rate will be equal to the Calculated Interest Rate (subject to the maximum allowable change over the term of the Mortgage of five percentage points, in either direction, from the Initial Interest Rate, herein called the "5% Cap").

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SUSAN J. DILIBERTO
 Mortgageor
 (Seal)

SAM DILIBERTO
 Mortgageor
 (Seal)

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

Nothing contained in this Adjustable Rate Rider will permit Mortgagee to accomplish an interest rate adjustment through an increase (or decrease) to the unpaid principal balance. Changes to the Existing Interest Rate may only be reflected through adjustment to Mortgagee's monthly installment payments of principal and interest, as provided for herein.

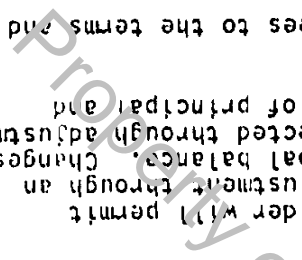
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applied as payments against principal.

together with all interest thereon calculated as provided above, be (2) request that all or any portion of such Excess Payments, or date each such Excess Payment was made by Mortgagee to repayment, or Change Date when the Existing Interest Rate was so reduced, from the Payments, with interest thereon at a rate equal to the index on the assigned the Mortgage) of all or any portion of such Excess Excess Payments, whether or not any such mortgage subsequently will be deemed to be the mortgage, or mortgages, who received such the return from Mortgage (who for the purposes of this sentence then Mortgage, at Mortgage's sole option, may either (1) demand have been set forth in such Adjustment Notice ("Excess Payments"), Notice when required, and (iii) Mortgage, consequently, has made on a Change Date, and (ii) Mortgage failed to give the Adjustment Rider, in the event that (i) the Existing Interest Rate was reduced (c) Notwithstanding anything contained in this Adjustable Rate adjustment Notice to Mortgagee.

than thirty (30) days after Mortgagee has given the applicable amount under Subparagraph 4(a)) for any payment date occurring less monthly installment amount (caused by the recalculation of such will have forfeited its right to collect, any increase in the Mortgagee will be relieved of any obligation to pay, and Mortgagee Adjusted Notice to Mortgagee. Notwithstanding anything to the least thirty (30) days after Mortgagee has given a further installment amount set forth in the last Adjustment Notice given by Mortgagee. Mortgagee will continue to pay the adjusted monthly beginning on the first payment date which occurs at least thirty (30) days after Mortgagee has given the Adjustment Notice to (b) Mortgagee agrees to pay the adjusted monthly installment amount required by law from time to time.

installment payments, and (vii) any other information which may be (vi) the method of calculating the adjustment to the monthly payments, calculated as provided above, (v) the Current Index, Change Date, (iv) the amount of the adjusted monthly installment on the set forth (i) the date the Adjustment Notice is given, (ii) the



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