

# UNOFFICIAL COPY

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88406502

DEPT-01 \$17.25  
T#4444 TRAIN 2014-07-07 11:26:00  
#6640 # D 88-406502  
COOK COUNTY RECORDER

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Loan # 062650-7

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 26th  
1988 The mortgagor is  
OSCAR E. SMITH and ROSE M. SMITH, HIS WIFE

-88-406502

("Borrower"). This Security Instrument is given to HOUSEHOLD BANK fsb, A FEDERAL SAVINGS BANK  
which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is  
255 EAST LAKE STREET BLOOMINGDALE, ILLINOIS 60108

Borrower owes Lender the principal sum of Sixty thousand seven hundred fifty and NO/100 ("Lender").

Dollars (U.S. \$ 60,750.00 )

This debt is evidenced by Borrower's note

dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1st, 2018 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 PALATINE , COOK  
UNIT 1822-3 IN DEERPATH MANOR CONDOMINIUM AS DELINEATED ON A SURVEY  
OF THE FOLLOWING DESCRIBED REAL ESTATE:

County, Illinois:

THAT PART OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 AND THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 26635420 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

88406502

PIN # 02-01-101-013-1107

which has the address of

2249 ENLUND, UNIT 1822-3

PALATINE

(City)

Illinois

60074  
(Zip Code)

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

\$17.00 MAIL

Form 3014 12/83  
Amended 6/87

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

VMP -6F(IL) (88011)  
TM

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# UNOFFICIAL COPY

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

88406502

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

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (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 Funds 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 payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to 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 Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 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 under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owing payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien 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 one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" 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, Borrower 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 security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid 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 period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

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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 forcing this Security Instrument. Those conditions are that Borrower: (a) pays all expenses incurred in enforcing this instrument, including, but not limited to, reasonable attorney fees, costs and expenses of collection, and (b) cures any default of any other covenant of this instrument and the Note had no acceleration occurred; or (c) pays all expenses incurred in curing this instrument and the Note had no acceleration occurred, plus sums which were due under this instrument and the Note had no acceleration occurred; or (d) pays all expenses incurred by the trustee in foreclosing this instrument, including, but not limited to, reasonable attorney fees, costs and expenses of collection, and (e) pays all expenses incurred in curing this instrument and the Note had no acceleration occurred.

19. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have Borrower's rights to remedy if this instrument is breached by the trustee or another party. In the case of acceleration under paragraph 13 of this instrument, Borrower shall have the right to require the trustee to repossess the property and to sue for the deficiency balance. In the case of acceleration under paragraph 13 of this instrument, Borrower shall have the right to require the trustee to repossess the property and to sue for the deficiency balance.

federal law as of the date of this Security Instrument.

16. **Borrower's Copy.** Borrower shall be given one 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 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 law.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which Property is located. In the event that any provision 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. Note can be given without affecting the configuration provisions. To this end the provisions of this Note which can be given without affecting the configuration provisions. To this end the provisions of this Note are declared to be severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in person or by mail to the first class mail unless otherwise specified in the note. Any other notice to Borrower shall be given by delivery in person or by mail to Lennder's address set forth above. Any notice to Borrower shall be deemed to have been given to Borrower when given as provided for in this paragraph.

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 his option, may render it ineffective immediately payable in full or in sums secured by this Security Instrument and may invoke any remedy permitted by paragraph 19. If Lender exercises this option, Lender shall take such steps as specified in the second paragraph of

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, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount permitted limits will be refunded to Borrower. Under no circumstances shall the principal owed under the Note or by making a direct payment to Borrower, be reduced by reducing the principal owed as a partial repayment without any charge under the Note.

11. Successors and Assignees, Bund; 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 shall be liable to Lender and Borrower and any other Borrower under this Security Instrument for the sums secured by this Property under the terms of this Security Instrument only to mortgagage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument only to Lender. In the event that Borrower does not execute the Note, (a) is co-signing this Security Instrument only to Lender and (b) is not personally liable to pay the sums secured by this Property under the terms of this Security Instrument, (c) agrees that Lender and any other Borrower may agree to pay the sums secured by this Security Instrument and any other Borrower may agree to extend the time for payment of this Security Instrument for a period of time not to exceed one year from the date of the original maturity date of this Security Instrument.

10. Borrower Not Responsible; Forgiveness By Lender Not A Waiver. Extension of the time for payment or modification of amounts Relieved; Forbearance By Lender Not A Waiver. Extension of the time for payment or modification of amounts 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 his successors in interest from the sums Secured by this Security Instrument by Lender to any successor in interest of Borrower or his successors in interest for payment of such amounts.

If this Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award on a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the sums secured by this Security Interest, whether or not then due.

In the event of a partial taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument and shall be paid to Lender.

11. Lender required mortgage 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 insurance ceases in accordance with Borrower's and Lender's written agreement for the insurance.

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CONDOMINIUM RIDER S-5 Loan # 062650-7

THIS CONDOMINIUM RIDER is made this **26th** day of **August**, 19**88**,  
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

**HOUSEHOLD BANK fsb, A FEDERAL SAVINGS BANK**

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:  
**2249 ENLUND, UNIT 1822-3 PALATINE, ILLINOIS 60074**

(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

**DEERPATH MANOR CONDOMINIUM**

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

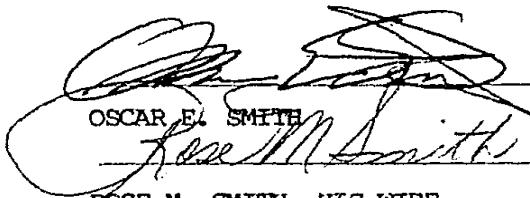
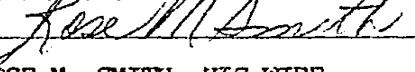
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

By SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

  
OSCAR E. SMITH  
  
ROSE M. SMITH, HIS WIFE

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Sign Original Only)

88406502

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1970  
KODAK SAFETY FILM  
KODAK SAFETY FILM

**P**rofessor, I am a student at the University of Michigan. I am currently in my second year of law school and I am interested in your research.

Top 1000 most popular names in the United States

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of C. The author wishes to thank Dr. G. E. Moore for his help in the preparation of this paper.

Digitized by srujanika@gmail.com

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© 2000 by the Society of Clinical Anesthesiologists. 0898-2394/00/1206-529\$15.00/0

YOGA

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19. *Leucosia* *leucostoma* *leucostoma* *leucostoma*

THE STATE OF CALIFORNIA  
DEPARTMENT OF REVENUE AND TAXES  
DIVISION OF TAXES  
TAXES ON INCOME

<sup>1</sup> See also the discussion in the introduction to the present volume by Michael S. Rothman.

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ADJUSTABLE RATE RIDER  
(1 Year Treasury Index—Rate Caps—Fixed Rate Conversion Option)

Loan # 062650-7

THIS ADJUSTABLE RATE RIDER is made this 26th day of August, 1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to HOUSEHOLD BANK, fsb, A FEDERAL SAVINGS BANK.....  
.....(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2249 ENLUND, UNIT 1822-3, PALATINE, ILLINOIS 60074

(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 RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.375%. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

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

##### (A) Change Dates

The adjustable interest rate I will pay may change on the first day of September 19, 89, and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

##### (B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

##### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and three quarters percentage points (2.75%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to 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

The interest rate I am required to pay at the first Change Date will not be greater than 9.375% or less than 5.375%. 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 12 months. My interest rate will never be greater than 13.375%, which is called the "Maximum Rate."

##### (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 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 Note 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 on a date specified by the Note Holder during the period beginning on the first Change Date and ending on the fifth Change Date. 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 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; and (iii) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

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*Rose M. Smith*  
ROSE M. SMITH, HIS WIFE  
OSCAR E. SMITH  
Dormover  
(Sectl)

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 this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke all remedies permitted by this Security instrument without further notice or demand. The notice shall state the amount due, the date it becomes due, the amount of interest accrued, the amount of principal due, the amount of late charges, and the amount of attorney's fees and costs if any are to be paid by Borrower. The notice shall state the amount of interest accrued, the amount of principal due, the amount of late charges, and the amount of attorney's fees and costs if any are to be paid by Borrower.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Conversion L7 of the Uniform Conversion Convention [7 of the Uniform Conversion Convention] above shall cease to be in effect, and the provisions of Uniform Conversion L7 of the Uniform Conversion Convention shall instead be in effect, as follows:

Transfer of the Property or a Beneficial Interest in Borrowing. If all or any part of the Property or any interest in this Security prior to a transfer is sold or transferred for a beneficial interest in Borrowing, Lender may invoke all remedies secured by this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law without Lender's prior written consent. Lender may, at its option, recoup immediate payment in full of all sums secured by this Security instrument if Borrower is sold or transferred and Borrower is not a natural person; it is sold or transferred for a beneficial interest in Borrowing, Lender may invoke all remedies 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 gives Borrower notice of acceleration of this option, Lender shall give Borrower notice of acceleration 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 all remedies permitted by this Security instrument without further notice or demand. The notice shall state the amount due, the date it becomes due, the amount of interest accrued, the amount of principal due, the amount of late charges, and the amount of attorney's fees and costs if any are to be paid by Borrower.

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

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment of my new fixed interest rate 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 of my monthly payment until the maturity date.

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

Transfer of the Property or a Beneficial Interest in Borrower is sold or transferred and Borrower is not a natural person 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 his option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender unless it exercises its right under law as of the date of this Security Instrument. Lender also shall not exercise this option if Lender has made to the borrower information received by Lender to evaluate the intended transfer 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 in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require that the transferor to sign an assumption agreement that is acceptable to the instrument holder. Note and this Security Instrument unless Lender is otherwise in writing.

(B) Calculation of Fixed Rate  
 My new, fixed interest rate will be equal to the Federal National Mortgage Association'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 30 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commimtments, plus 3/8ths of one percentage point (.625%,), 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 commimtments, plus 5/8ths of one percentage point (.625%,), rounded to the nearest one-eighth of one percentage point (0.125%), or (iii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commimtments, plus 5/8ths of one percentage point (.625%,), rounded to the nearest one-eighth of one percentage point (0.125%), or (iv) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commimtments, plus 5/8ths of one percentage point (.625%,), rounded to the nearest one-eighth of one percentage point (0.125%).