

UNOFFICIAL COPY

88556547

① 337306

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on
19 The mortgagor is E.P. LTD. F., Inc. In, Alabama.

卷之三

88556547

(“Borrower”). This Security Instrument is given to CENKO, Inc., and dated as of the date of filing.

which is organized and existing under the laws of THE STATE OF CALIFORNIA,
and whose address is 1000 BROADWAY, SUITE 1000, SAN FRANCISCO, CALIFORNIA
(“Lender”)

Borrower owes Lender the principal sum of \$116,518.00 plus interest and costs.

(“Lender”).

Dollars (U.S. \$ 41,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2024. 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:

County, Illinois

1961, between 100,000 and 150,000 people were present at the rally. A large crowd was also present at the rally held on October 14, 1961, between 100,000 and 150,000 people were present at the rally.

University of Minnesota
Graduate School of Education
and Human Development
Minneapolis, MN

DEPT-91 817-25

T#4444 TRAN 3972 12/02/88 16.07.00
#0062 # P 4-88-556542

COOK COUNTY ATTORNEY

which has the address of 4451 NORTH KINNICK AVENUE
[Street]

CHICAGO
(City)

Illinois **Zip Code**

(“Property Address”);

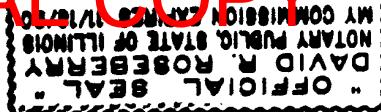
\$17.00 MAIL

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 seized 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.

UNOFFICIAL COPY



My Commission expires: 11/15/13

Given under my hand and official seal, this

set forth.

signed and delivered the said instrument as here free and voluntary act, for the uses and purposes herein
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she
, personally known to me to be the same person(s) whose name(s) is
do hereby certify that Kleauda P. Aydin

is a Notary Public in and for said county and state,

STATE OF ILLINOIS,

Cook County ss:

1. David R. Roseberry

Borrower
(Seal)

</

UNOFFICIAL COPY

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

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

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

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

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

11. Successors and Assigns Bound; 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, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sum 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 the steps specified in the second paragraph of paragraph 17.

14. Noticees. 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 federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

88556517

UNOFFICIAL COPY

the date of disbursement at the Note rate and under this paragraph 7, Lender does not have to perform the requested payment.

Any amounts disbursed by Lender under this paragraph 7, Lender may take action under this Note to do so.

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

Instrument, appearing in court, paying reasonable attorney fees and entitling to make repairs. Although

in the Property. Lender's actions may include paying any sums accrued by a lien which has priority over this Security interest or payment in bankruptcy. Lender, for condemnation of the Property and Lender's rights

in the Property, Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, Lender is a trustee in bankruptcy. Lender, for condemnation of the Property and Lender's rights

Lender, rights in the Property, Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, Lender is a trustee in bankruptcy. Lender, for condemnation of the Property and Lender's rights

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the

fee title shall merge unless Lender agrees to the merger in writing.

Borrower shall comply with the provisions of the Note, and if Borrower acquires fee title to the Property, the lessee shall and

change the Property, allow the Property to deteriorate or commit waste. If this Security instrument is on a leasehold,

change the Property, allow the Property to deteriorate or commit waste. If this Security instrument is on a leasehold,

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially

instrumentally impair his security instrument or the Property, the lessor shall and

under paragraph 19 the mortgagor recycles to the acquisition shall be acquired by Lender, Borrower's right to any insurance policies and proceeds resulting

from damage to the due date of the monthly payments received to in paragraphs 1 and 2 or change the amount of the payments, If

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or

when the notice is given.

the Property or to pay sums accrued by this Security instrument, whether or not then due. The 30 day period will begin

of record to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore

Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has

applied to the sums accrued by Lender's security interest, whether or not then due, with any excess paid to Borrower if

restoration or repair is not economically feasible and Lender's security is not lessened. If not lessened, if the repair

of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened, if the repair

unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of repair

carrier and Lender may make proceeds of loss if not made promptly by Borrower.

Lender shall have the right to hold the policies and renewals, If Lender and shall include a standard mortgage clause.

All insurance policies and renewals shall be acceptable to Lender and shall not be applied more than

unreasonable withheld.

insurance carrier providing the insurance shall be chosen by Borrower to Lender's approval which shall not be

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 event of loss, Borrower shall give to Lender notice that Lender

agreed to settle within the term, extended coverage, and any other hazards for which Lender

5. Hazard Insurance. Borrower shall keep the insurance now existing or hereafter effected on the Property

of the giving of notice.

the insurance carrier satisfying the lien of Lender shall make prompt within 10 days

noticing Lender to a lien which may attach prior to this Security instrument, Lender may give Borrower a

agreement satisfactory to Lender subordinating the lien or mortgage of any part of the Property, or (c) secures from Lender determinants that an

prevent the enforcement of the agreement entered into the lien in, legal proceedings which in the Lender's opinion operate to

gain the lien by, or defends against enforcement by the Lender in, legal proceedings which in the Lender's opinion operate to

agreements in writing to the payment of the obligation incurred by the Lender in a manner acceptable to Lender, (b) contains in good

Borrower shall priority over this Security instrument unless Borrower

receipts of evidence the property discharges, and, in which has priority over this Security instrument unless Borrower

to be paid under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender notices of amounts

pay them on time directly to the person obligated, in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall

Property which shall pay these obligations, in this Security instrument, and leasehold payments of ground rents, if any,

Borrower shall pay these obligations, in this Security instrument, charges, fines and impositions attributable to the

4. Charges; Liens. The Borrower shall pay all taxes, to interests due, and last, to principal due.

Note, third, to amounts payable under paragraph 2, fourth, to late charges due under the Note; second, to prepayment charges due under the

paragraphs 1 and 2 shall be held by Lender, first, to late charges due under the Note; second, to prepayment charges due under the

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the

application as a credit, against the sums received by this Security instrument.

than immediately prior to the sale of the Property or its acquisition by Lender, any funds held by Lender at the time of

any funds held by Lender, if under paragraph 19 the Property is sold or acquired by Lender, Lender shall promptly refund to Borrower

upon payment in full of all sums received by this Security instrument, Lender shall promptly refund to Borrower

amount necessary to make up the deficiency in one or more payments when due, if the excess shall be

at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of funds if 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

Funds was made, the funds held by Lender, together with the future monthly payments of funds payable prior to

an annual accounting of the funds showing credits and debts to the funds and the balance for which each debited to the

shall not be required to pay the funds, unless an interest or earnings on the funds, Lender shall give to Borrower, without charge,

that interest shall be paid on the funds, Lender shall receive a chargeable loan, receives to be paid, Lender

reporting service shall not be a charge for processes of the proceeding entity into this Security instrument to pay the escrow items when due, the excess

by Lender in connection with Borrower's entering into this Security instrument to make such a charge. A charge assessed

Lender pays Borrower interest on the funds and applicable law permits Lender to verify the escrow items, unless

Lender may not charge for holding the funds, analyzing the funds to pay the escrow items, or state agency holding the funds to pay the escrow items,

The funds shall be held in an institution the deposits of which are insured by a federal

basis of current data and reasonably accurate escrow items

mortgage insurance premiums, if any. These items are called "escrow items", Lender may estimate the funds due on the

leasehold payments of (a) yearly taxes and assessments which may attach priority over this Security instrument, (b) yearly

one-twelfth of (a) monthly payments are due under the Note, until the Note is paid in full, a sum ("funds") equal to

to Lender's interest on the day 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 a written waiver by Lender, Borrower shall pay

the principal of and interest on the Note and any interest on the Note and any prepayment charges due under the Note,

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due

any amounts disbursed by Lender under this Note and any interest on the Note and any prepayment charges due under the Note,

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

UNOFFICIAL COPY

2-4 FAMILY RIDER
(Assignment of Rents)

THIS 2-4 FAMILY RIDER is made this 25TH day of NOVEMBER, 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 CENTRUST MORTGAGE CORPORATION, A CALIFORNIA CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4451 N. KIMBALL AVE., CHICAGO, IL 60625
(Property Address)

2-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 2-4 Family Rider.

Elenita P. Ayalin
ELENITA P. AYALIN

(Seal)
Borrower

(Seal)
Borrower

88556547
Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

88556547
88

UNOFFICIAL COPY

ADJUSTABLE RATE RIDER

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

THIS ADJUSTABLE RATE RIDER is made this 19 day of July, 19 2000, 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 Bank of America, N.A. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

[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 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 7.125%. 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 July, 19 2000, 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 1.000 percentage points (100.000%) 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 I 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 8.125% or less than 6.125%. Thereafter, my adjustable 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 10.125%, 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 that 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(s) 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."

UNOFFICIAL COPY

Thotower

107

BOSTONIAN

Horror
(ScaL)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Addendum.

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 Note. 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.

The transfer of the property or a beneficial interest in Borrower's property or any part of the property of Borrower to any third party, if it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) 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 unless exercise is prohibited by federal law as of the date of this Security Instrument.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Addendum Rate Rider, the Amendment to Uniform Conversion Option under the Security Instrument set forth in Section C above shall instead be in effect, unless to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, as follows:

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 Agreement. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Agreement or demand on Borrower.

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 also may require the transferor to sign an assumption agreement that is acceptable to Lender and that this Note and this Security Instrument remain under federal and state laws. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender receives instruments that transfer all the promises and agreements made in this Note and that Lender and the transferee agree to keep all the promises and agreements made in this Note and that Lender and the transferee agree to accept this Note and this Security Instrument.

Transferee of the Beneficiary or a Beneficial Interests 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 Interest. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Interest. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transfer as if a new loan were being made to Lender; (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 Interest is acceptable to the transferee; and (c) Lender reasonably determines that Lender's security will not be impaired by the transfer of a Beneficiary or a Beneficial Interests in Borrower.

1. Utilize Borrower exercisces the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider. Utilization of Exemption 17 of the Security Instrument is amended to read as follows:

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

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the maturity date at my new fixed interest rate in substitution for my original monthly payment. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the maturity date.

(C) **New Payment Amount and Effective Date**
 Any new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield at a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years or a date specified by the Note Holder for (ii) if the original term of this Note is 15 years or less.
 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), rounded to the nearest one-eighth of one percentage point (0.625%), 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 commitments, plus five-eighths of one percentage point (0.625%), 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 commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%).
 The Note Holder will determine my yield by using comparable information. My new rate will not be greater than the Maximum Rate stated in Section 4(D) above.

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; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S. \$ 1 and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.