

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
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1988 FEB 16 AM 11: 56

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LOAN #45-0390-0

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## MORTGAGE

**\$18.00**

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 16TH 1988. The mortgagor is \*\*\*FRANK G. BIELECKI, A BACHELOR AND ADRIENNE M. SMISTANA, A SINGLE PERSON NEVER MARRIED\*\*\* ("Borrower"). This Security Instrument is given to CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is 1601 W. BELMONT AVE., CHICAGO, IL 60657 ("Lender"). Borrower owes Lender the principal sum of \*\*\*FIFTY-ONE THOUSAND TWO HUNDRED AND NO/100\*\*\* Dollars (U.S. \*\*\*\$1,200.00\*\*\*). 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 MARCH 1ST, 2013. 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 COOK County, Illinois:

LOT 287 IN RUDOLPH'S SUBDIVISION OF BLOCKS 4 AND 5 IN W. G. OGDENS SUBDIVISION TO THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2137 W. WARNER AVE., CHICAGO, IL 60618

P/R/E/I #14-18-321-016-0000

*FMO M*

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which has the address of 2137 W. WARNER AVE. CHICAGO  
[Street] [City]  
Illinois 60618 ("Property Address");  
[Zip Code]

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.

7150 858 Of Fair

COOK County Clerk's Office

This instrument was prepared by CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

BOX 333-GC

CHERYL FIGUEROA

Notary Public

(SEAL)

1988

FEBRUARY

16TH

Witness my hand and official seal this

5-16 88

My Commission Expires:

THEY (he, she, they) executed said instrument for the purposes and uses therein set forth.

have executed same, and acknowledged said instrument to be... before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, personally appeared

FRANK G. BIRBECKI, A BACHELOR & ADRIENNE M. SMIBTANA A SINGLE PERSON NEVER MARRIED, do hereby certify that a Notary Public in and for said county and state, do hereby certify that

STATE OF

SS:

COUNTY OF

Property of Cook County Clerk's Office

[Space Below this Line For Acknowledgment]

ADRIENNE M. SMIBTANA

(Seal)

FRANK G. BIRBECKI

(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders executed by Borrower and recorded with it.

- 20. Lender in Possession... 21. Release... 22. Waiver of Homestead... 23. Riders to this Security Instrument... [Checkboxes for rider types]

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LOAN #45-0390-0

## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this .....16TH..... day of  
.....FEBRUARY....., 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 CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO  
(the "Lender") of the same date and covering the property described in  
the Security Instrument and located at:

.....2137 W. WARNER AVE., CHICAGO, IL 60618.....  
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE IN-  
TEREST RATE AND PAYMENT SCHEDULE. IF THE INTEREST RATE DE-  
CREASES, THE AMOUNT OF THE BORROWER'S PAYMENT WHICH IS APPLIED  
TO THE OUTSTANDING PRINCIPAL WILL INCREASE. IF THE INTEREST  
RATE INCREASES, THE AMOUNT OF THE BORROWER'S PAYMENT WHICH IS  
APPLIED TO THE OUTSTANDING PRINCIPAL WILL DECREASE.

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

1. INTEREST

Interest will be charged on that part of principal which has not  
been paid beginning on the date I receive principal and continuing until  
the full amount of principal has been paid.

Beginning on the date I receive principal, I will pay interest at a  
yearly rate of \*\*\*\*\*8.00\*\*\*\*\*%. The interest rate that I will pay  
will change in accordance with Section 4 of the Note. The interest rate  
required by this Section and Section 4 of the Note is the rate I will pay  
both before and after any default described in Section 7(B) of the Note.

2. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every  
month.

I will make my monthly payments on the first day of each month  
beginning on .....APRIL 1ST....., 1988..... I will make these pay-  
ments every month until I have paid all of the principal and interest and  
any other charges described below that I may owe under the Note. My  
monthly payments will be applied to interest before principal. If on  
.....MARCH 1ST....., 2013....., I still owe amounts under the  
Note, I will pay those amounts in full on that date, which is called  
the "maturity date".

I will make my monthly payments at 1601 West Belmont Avenue,  
Chicago, Illinois 60657, or at a different place if required by the Note  
Holder.

(B) Amount of My Initial Monthly Payments

My initial monthly payments will be in the amount of U. S.  
\$. \*\*\*\*\*501.83\*\*\*\*\* for the first \*\*\*\*\*SIXTY\*\*\*\*\* (\*\*60\*\*) months.  
This amount may change every \*\*\*\*\*SIXTY\*\*\*\*\* (\*\*60\*\*) months pursuant  
to Section 3 herein.

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

**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 attach to 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. 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 attach to this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed 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 attach to 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 amount 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 (a) 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 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 attorney's 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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monthly payment would cause me to exceed that limit, I will instead begin paying a new monthly payment until the next Payment Change Date. The new monthly payment will be in an amount which would be sufficient to repay my then unpaid principal in full on the maturity date at my then current interest rate in substantially equal payments.

## (J) Additions to My Unpaid Principal

My monthly payment could be less than the amount of the interest due on my monthly payment. If so, each month that my monthly payment is less than the said interest due, the Note Holder will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 3(C) above and Section 4(C) of the Note.

## (K) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in 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.

## (L) Required Full Payment

I will pay the total amount of all outstanding principal and interest as my monthly payment on the maturity date.

## 4. CHARGES; LIENS

Uniform Covenant 4 of the Security Instrument is amended to read as follows:

4. Charges; Liens. Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument; however, Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument, Lender shall give Borrower a notice identifying such lien. Borrower shall satisfy such a lien or take one or more of the actions set forth above within ten days of the giving of the notice.

## 5. NOTICE

Uniform Covenant 14 of the Security Instrument is amended to read as follows:

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing by first class mail to Borrower at the Property Address or at such

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My unpaid principal can never exceed a maximum amount equal to one hundred twenty-five percent (125%) of the principal amount I originally borrowed. My unpaid principal could exceed that maximum amount because I pay a fixed payment each month. If so, on the date that my

(I) Limit on My Unpaid Principal; Increased Monthly Payment

My new payment will become effective on each Payment Change Date. I will pay the amount of my new monthly payment beginning on the Payment Change Date until the amount of my monthly payment changes again.

(H) Effective Date of Payment Changes

and . . . . . days prior to the first Payment Change Date and . . . . . days prior to each successive Payment Change Date thereafter, 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 Payment Change Date in full as amortized to the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment." It will be the new amount of my monthly payment for the next . . . . . months. (\*\*\*\*60\*\*\*\*) months.

(G) Calculation of Payment Changes

The amount of the monthly payment that I shall make may change on the . . . . . day of . . . . . month every . . . . . months and on that day of the month every . . . . . months thereafter. Each date on which my payment could change is called a "Payment Change Date".

(F) Payment Change Dates

My new interest rate will become effective on each interest Change Date.

(E) Effective Date of Interest Changes

The interest rate I am required to pay on any Interest Change Date will not exceed . . . . . percent (\*\*\*\*16.00\*\*\*\*) per annum; also known as the "Maximum Interest Rate".

(D) Limitation on Interest Rate Changes

Before each Interest Change Date, the Note Holder will calculate my new interest rate by adding . . . . . percentage points (\*\*\*\*2.75\*\*\*\*) to the Current Index. The sum will be my new interest rate.

(C) Calculation of Interest Changes

Beginning with the first Interest Change Date, my interest rate will be based on an "Index". The Index is the Secondary Market for 6-month United States Treasury Bills stated as a yield equivalent when computed from a bank discount basis as reported by the Federal Reserve Statistical Release H.15 (519). The Index in effect as of the fifteenth (15th) day of the month prior to each Interest Change Date (or the next previous day available if the fifteenth (15th) is a week-end or holiday) 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 its choice.

(B) The Index

The interest rate I will pay may change on the first day of . . . . . month every . . . . . months and on that day of the month every . . . . . month(s) thereafter. Each date on which my interest rate could change is called an "Interest Change Date".

(A) Interest Rate Change Dates

3. INTEREST RATE CHANGES AND PAYMENT CHANGES

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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. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by 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.

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(Sign Original Only)

(SEAL) -Borrower

(SEAL) -Borrower

(SEAL) -Borrower

*Adrienne M. Smistana*

(SEAL) -Borrower

*Frank G. Bielecki*

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

If the loan secured by the 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 permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

### 8. LOAN CHARGES

Notwithstanding a sale or transfer, Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has released Borrower in writing. If Lender exercises such option to accelerate, Lender shall give Borrower notice of acceleration. The Notice shall provide a period of not less than thirty days from the date the notice is delivered or mailed within which the Borrower must pay all the 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.

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 of Borrower in a titleholding trust or corporation is sold or transferred, or the property is sold on an installment agreement for warranty deed 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 the exercise is prohibited by Federal law as of the date of this Security Instrument.

as follows:

### 7. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows: Security Instrument and the Note are declared to be severable. The conflicting provision, and to this end the provisions of this Security Instrument or the Note which can be given effect without this Security Instrument, such conflict shall not affect other provisions of applicable law, such conflict shall not affect other provisions of provision or clause of this Security Instrument or the Note conflicts jurisdiction in which the Property is located. In the event that any Security Instrument shall be governed by Federal law and the law of the state a uniform security instrument covering real property. This form of Security Instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to conform to State Law; Severability. This

as follows:

### 6. UNIFORM SECURITY INSTRUMENT; GOVERNING LAW; SEVERABILITY

Uniform Covenant 15 of the Security Instrument is amended to read as follows: other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

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