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COOK COUNTY, ILLINOIS
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71-58-51044
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Att. 11/25/97

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MORTGAGE

\$16.00

THIS MORTGAGE ("Security Instrument") is given on **MAY 20**
1988. The mortgagor is **VICTOR P. MICELI AND BETH A. MICELI, HIS WIFE**
("Borrower"). This Security Instrument is given to
UNIVERSAL MORTGAGE CORPORATION, which is organized and existing
under the laws of **THE STATE OF WISCONSIN**, and whose address is **744 NORTH FOURTH STREET,**
MILWAUKEE, WI 53203 ("Lender").
Borrower owes Lender the principal sum of **ONE HUNDRED FORTY THOUSAND AND NO/100THS**
Dollars (U.S. \$ 140,000.00). 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 **JUNE 1, 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 **COOK** County, Illinois:

LOT 7 IN MORGAN'S GATE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE
NORTH EAST 1/4 AND THE SOUTH EAST 1/4 OF SECTION 8^{5A} AND THE SOUTH WEST
1/4 OF SECTION 9, ALL IN TOWNSHIP 4^{2N} RANGE 10^E, EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 1987 AS
DOCUMENT 87425912, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: **02-08-202-005-0000**
1276 ARBOR LANE, PALATINE, ILLINOIS 60067

THIS INSTRUMENT PREPARED BY:
FABIOLA S. HERVAS
UNIVERSAL MORTGAGE CORPORATION
SUITE 403
4747 WEST PETERSON AVENUE
CHICAGO, ILLINOIS 60646

BOX 333 - TH

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which has the address of **1276 ARBOR LANE** [Street] **PALATINE** [City]
Illinois 60067 (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 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.

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The official seal of the State of Illinois, featuring a central shield with a plow, a sheaf of wheat, and a sheaf of corn, surrounded by a circular border with the words "THE GREAT SEAL OF THE STATE OF ILLINOIS".

UNIVERSAL MORTGAGE CORPORATION
SUITE 403 (Name)
4747 WEST PETERSON AVENUE
CHICAGO, ILLINOIS 60646

This instrument was prepared by:

My Commission expires:

Given under my hand and official seal

set forth.

signed and delivered to the said instruments as
free and voluntary act, for the uses and purposes herein
[Signature]

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that he / she / it

* Personally known to me to be the same person(s) whose name(s) are listed

do hereby certify that Walter P. McClellan and Beth A. McClellan,
a Notary Public in and for said county and state,

STATE OF ILLINOIS.

—Sonicar
—(SCSI)

BETTY A. MICELI / *bioRxiv preprint doi: https://doi.org/10.1101/2022.08.22.501030; this version posted August 22, 2022. The copyright holder for this preprint (which was not certified by peer review) is the author/funder, who has granted bioRxiv a license to display the preprint in perpetuity. It is made available under a CC-BY-NC-ND 4.0 International license.*

VICTOR F. MAYER

John D. H. Cl

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND TO PAY THE RATES AND FEES STATED THEREIN. BORROWER READ AND UNDERSTOOD THIS

Other(s) [specify] _____

Graduate Parent Rider Planned Unit Development Rider

Adjustable Rate Rider Condominium Rider 2-4 Family Rider

This document is submitted in support of each such tender. It shall be incorporated into it and form an integral part of this document.

22. Whether or not Homestead, Bottowser waives all right of homestead exemption in the Property.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of

but not limited to, reasonable attorney fees and costs of title evidence.

This Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.

intentional Borrower or the right to Pre-emptive Offer after acceleration and the right to lesser if the pre-emptive procedure is not exercised or if the defense of Borrower to acceleration and pre-cessure. If the default is not cured on or before

and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, recorded by initial pleading and sale of the Property. The notice shall further

unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; and (c) the time limit for curing the default.

19. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's non-compliance with covenants; Borrower and Lender to timely commence negotiations.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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UNIFORM COVENANTS, CONDITIONS AND AGREEMENTS OF LENDER AND BORROWER

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. 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 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 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.

UNOFFICIAL COPY תעתיק לא רשמי של תעודת זהות. אין להרכיבו או לתרגם אותה לפני הוצאתה.

18. Borrower's Right to Remitiate. 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 instrument; or (b) entry of a judgment entitling this Security instrument and the Note had no acceleration occurred; or (c) payment of all sums which would be due under this Security instrument and the Note had no acceleration occurred; (d) any default of any other covenant or agreement, but not limited to, reasonable efforts to pay all expenses incurred in enforcing this security instrument, including, but not limited to, reasonable attorney's fees; and (e) any other event which would cause the Note to become due and payable in full.

19. Security Interest. This Security instrument secures the payment of all sums due and payable by Borrower to Lender under this Security instrument and the Note, and the payment of all costs and expenses of collection, including attorney's fees, and all other expenses of the Note and this Security instrument.

20. Remedies. In addition to all other rights and remedies available to Lender under this Security instrument, Lender may sue in any court of competent jurisdiction to collect any amount due and payable under this Security instrument, to foreclose on the property securing this Security instrument, to enjoin any violation of this Security instrument, to quiet title to the property, to recover possession of the property, to recover damages resulting from any breach of this Security instrument, and to do all other acts necessary to protect and defend the property and the interest of Lender in the property.

11. Lender reserves the right to accept or reject any application. In 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 in full or make arrangements for payment in full. Lender shall give Borrower five days to pay all sums secured by this Security Instrument in full or make arrangements for payment in full. Lender may invoke any remedy permitted by this Security Instrument without further notice or demand on Borrower.

Secured by this Security Instrument, Lender may, at its option, require immediate payment in full of all sums (person) without Lender's prior written consent, Lender not be exercised by Lender if exercise is prohibited by general law as of the date of this Security Instrument.

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

Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Statement or the Note which can be given without the conflicting provision. To this end the provisions of this Security Statement and the Note are deemed to be severable.

in this Paragraph.

provided for in this Security Instrument shall be deemed to have been given to Borrower. Any notice

paragraph 17.

13. Legislation Affection Lenders' Rights. If enactment of a provision of applicable laws has the effect of rendering any provision of the Note or this Security Instrument ineffective to the acceding to its terms, Lenders, at its option,

12. **Loan Charges.** If the loan secured by this 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 limits, etc., (b) if any such loan charge collected or to be collected in excess of the permitted limits will make this reduction by reducing principal owed under the Note or by making a direct payment to Borrower. If a reduction of principal is required to make this reduction by reducing principal owed partial repayment without any prepayment charge under the Note.

11. Security accessories and Assets: Joint and Several Liability: Co-signers. The co-conspirants and defendants shall bind and agree to the successions and assigsns of Lender and Borrower, who co-signs this instrument shall be liable to the terms of this instrument or the Note in full, notwithstanding any accommodations made by the co-signers.

shall not be a waiver of or preclude the exercise of any right or remedy by the original Borrower or its successors in interest. Any instrument executed by reason of such demand made

modifications of authorization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower or to its original Borrower or to any successor in interest of the company which is the party of the second part to this Note.

to the sums received by this Security instrument, whicher or not the due date has passed and the Morality of whicher or not the instrument is valid.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to pay to Borrower.

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 (a) the fair market value of the Property immediately before the taking. Any balance shall be

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in law or equity, arising out of or resulting from any damage to or loss of any part of the property, or for conveyance in trust of condemned land, shall be paid to the lessee.

Insurance companies in accordance with Borrower's and Lender's written agreement shall file Borrower's notice at the time of or before its anniversary date to advise the insurance company of its intent to make reasonable efforts to renew the policy.

If Lender requires mortgagor to pay the premium required to maintain the insurance in effect until such time as the requalification period is over, Lender shall pay the premium required to maintain the insurance in effect until such time as the requalification period is over.

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

THIS FIXED/ADJUSTABLE RATE RIDER is made this 20TH day of MAY, 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 Fixed/Adjustable Rate Note (the "Note") to UNIVERSAL MORTGAGE CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1276 ARBOR LANE, PALATINE, ILLINOIS 60067

[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE 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 NEW 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 fixed interest rate of 9.25%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of JUNE 1, 1993, 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 that 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 11.25% or less than 9.00%. 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 13.25%, 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 new 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 the first, second or third Change Date. Each Change Date on which my interest rate can convert from an adjustable rate to a fixed rate also is called the "Conversion Date." I can convert my interest rate only on one of these three Conversion Dates.

If I want to exercise the Conversion Option, I must first meet certain conditions. These 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

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fee of U.S. \$.....; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

(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 15 years, 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%), 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 commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the Maximum Rate stated in Section 4(D) above.

(C) New Payment Amount and Effective Date

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 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 as my monthly payment until the Maturity Date.

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

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, or after the Borrower exercises the Conversion Option under the conditions stated in Section B above, Uniform Covenant 17 of the Security Instrument shall be in effect as follows:

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

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.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, and until Borrower exercises the Conversion Option under the conditions stated in Section B above, Uniform Covenant 17 of the Security instrument contained in Section C 1 above shall cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall be amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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 transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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

Victor P. Miceli (Seal)
VICTOR P. MICELI
-Borrower

Beth A. Miceli (Seal)
BETH A. MICELI
-Borrower

88227497