UNOFER ALZO Pale (den légused in connection with

MORTGAGE

mortgages insured under the one- to four-family provisions of the National Housing Act

THIS INDENTURE, Made this 1971 day of JULY AMZIE L. TERRY AND DEBRA A. TERRY, HUSBAND/WIFE

. 19 88 . between

, Mortgagor, and

RESIDENTIAL FINANCIAL CORP.

a corporation organized and existing under the laws of

NEW JERSEY

Mortgageo.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagor, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of EIGHTY-THREE THOUSAND, FIVE HUNDRED FIFTY AND 00 /100

Dollar (\$

MINE

"SEE ADJUSTABLE RATE RIDER."

payable with interest at the rate of to the order of the Mortgagee at its office in

9,000 %) per annum on the unpaid balance until paid, and made payable

or at such

1445 VAILEY ROAD,, WAYNE, NEW JERSEY 07470
place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of "SEE ADJUSTABLE RATE RIDER."

672.26

BB, and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the . 19 SEPTEMBER final payment of principa and interest, if not sconer paid, shall be due and payable on the first day of

NOW, THEREFORE, the solid Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the convenants and pareements herein contained, closs by these presents MORTUAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the County of and the State of Illinois, to wit:

LOT 26 IN BLOCK 16 IN TULBERT'S ST. CHARLES ROAD SUBDIVISION, BEING A SUBDIVISION IN THE NORTH 7/2 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FIN #15-08-220-026-0000 COMMONLY KNOWN AS: 249 49TH AVENUE BELLWOOD, ILLINOIS 60104

CLOK COUNTY, ILLINOIS FILED FOR RECORD

1988 JIL 19 PH 1: 19

88317525

"SEE ATTACHED ADJUSTABLE RATE RIDER MADE A PART PEREOF." "SEE ATTACHED ONE TIME MIP PAYMENT RIDER MADE A PART HEREOF."

"SEE ATTACHED PREPAYMENT/ASSUMPTION RIDER TO HORTSAGE MADE A PART HEREOF."
TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereunant songing, and the rents, leaves, and profits thereof. and all apparatus and fixtures of every kind for the purpose of suppyling or distributing heat, light, water, trip wer, and all plumbing and other fixtures in, or that may be placed in, any building now or hervafter standing on said land, and also all the estate, right, title, and inverse of the said Mortgagor in and to said promises.

TO HAVE AND TO HOLD the above-described premises, with the apputtenances and fixtures, unto the said Mortgages, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homest ad ID amption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

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

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

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

UNOFFICIAL COF WARGARET V. ARLINGTON HEIGHTS

188 ERET ALGONQUIN ROAD RECTORUTION FINANCIAL CORP. RETURN TO AND PREPARED BY:

OPO 178 O9D

| HUD-92116M(5-80) | | g a | | | · | artifici yezeni |
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| / | MEMBA | DEBRA A. | | | L. TERRY | #12WV |
| (SBAL) | | 10 3 | (aras) | | W | Kun |

THIS MORTGAGE. pender shall include the feminine, SEE ADJUSTABLE RATE RIDER ATTACLED HERETO AND MADE A PART HEREOF FOR WITHERS the hand and seal of the Montgagor, the day and year first written.

ALDITIONAL TERMS, COVENANTS AND COND. COMENVALS VAD CONDILIONS administrators, successors, and sasigns of the parties hereto. Wherever used, the singular to abstit include the plural, the plural the singular, and the masculine THE COAENVALS HEREIN COALVINED that bind, and the center a and advantages shall inute, to the respective heim, executors,

of the Mongagor shall operate to release; in any manner, the original liability of the Mongagor.

THERESELY AGREED that no extension of the time for payment of the debt hereby secured given by the mortgages to any successor in interest release or salisfaction by Mortgagee.

release or setisfaction of this mortgage, and Mortgagor hereby waives 12.5 be nefts of all statutes or laws which require the earlier execution or delivery of auch

agreements herein, then this conveyance shall be null and vold and Nortages will, within thirty (30) days after written demand therefor by Mortgagor, execute a If Mortgagor shall pay said note at the time and in the or on at after and shall abide by, comply with, and duly perform all the covenants and

unpaid on the indebtedness hereby secured; (4) all the skild r. inclpal money remaining unpaid. The overplus of the proceeds of sale, if sny, shall there be pried to the morgage with interest on such advances at the rate set, forth in 'he note secured hereby, from the dine advances are made; (3) all the accrued interest remaining

distumentary evidence and cost of said abstract and the follotion of title; (2) all the moneys advanced by the Montgages, if any, for the purpose sudiorized in the such decree; (1) All the costs of such suit or suit, a restraing, sale, and conveyance, including attentorys', solicitors, and stanggraphens' fees, outlays for

AND THERE SHALL BE INCLUDISD in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any ness secured hereby and he allowed in any cacree foreclosing this mortgage.

suit or processitings, shall be a further lien, and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedof this montgage, its costs and say and the researchie fees and charges of the attorneys or solicitors of the Montgages, so made parties, for services in such notain by the four the purpose cisture seed that and the teach of any other sult, or logal percenting, wherein the Montages shift by made a party the total by the teach of the purpose of

solicitor's fees, and steno, at the completinent in such proceeding, and also for all outlays for documentary evidence and the cost of a complete AND IN CASE OF PORECLOSURE of this mortage by said Mortages in any court of law or equity, a reasonable sum shall be allowed for the

necessary to carry out the provisions of this paragraph. receive the rents, issued exolts for the use of the premises hereinsbove described, and employ other persons and expend likelf such amounts as are reasonably sements as may be the on the sald premises; pay for and malutain such insurance in such amounts as shall have been required by the Montgages; lease the sald

premises to the Mortal age and such terms and conditions, sither within or beyond any period of redemption, as are approved by the court, collect and bns sakat stad merme date yng nieger boog ni swimerq bias sip qeeligen, me discebendis sip i sagapron in seeles sa sa sagapron in seeles sa sagapron bin sagapron sip sagapron Whenever the seld Mongages shall be placed in possession of the above described premises under an order of a court in which an action is pending to

basses, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and rither leans necessary for the profescion and taid premises during the pendency of such foreclosure suit, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, placing the Mortgages in prassession of the premises, or appoint a receiver for the benefit of the Mortgages with power to collect the rents, lasues, and profits of the without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order receiver, or for an order to place Mongages in possession of the premises of the persons liable for the payment of the indebtedness secured hereby, and Mortgagos, or any party claiming under said Mortgagos, and without regard to the solvency or insolvency at the time of such applications for appointment of a

upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after axie, and without notice to the said AND IN THE EVENT That the whole of said debt is decision to be due, the Mongages shall have the right immediately to foreclose this montage, and accrued interest thereon, shall, at the election of the Mongagae, without notice, become immediately due and payable.

due thate thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby for a period of thiny (30) days after the

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AND the said Mortgagor further convenants and agrees as follows:

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

- (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:
 - (1) If and so long as said note of even day and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
 - (II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average of the ding balance due on the note computed without taking into account delinquencies or prepayments;
- (b) A sum equal to the ground rents, if any, next thus, plus the premiums that will next become due and payable on policies of fire and other hazard insurance or ering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums alread 'pe' if therefor divided by the number of months to clapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments and
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagoe to the following items in the order set forth:
 - (1) premium charges under the condense of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the rest may be;
 - (11) ground rents, if any, taxes, special a sossments, fire, and other hazard insurance premiums;
 - (III) interest on the note secured hereby; now
 - (IV) amortization of the principal of the said net.

Any deficiency in the amount of any such aggregate month very nent shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The h lortgagee may collect a "late charge" not to exceed four cents (44) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor or reflavior to the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or reflavior to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay grow are sits, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Nortgagor amount necessary to make up the defletency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be studied the Mortgagor shall tender to the Mortgagor, in necordance with the provisions of the note secured hereby, full payment of the entire indebt these represented thereby, the Mortgagor shall, in computing the amount of such indebtedness, credit to the necount of the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagor has not become obligated to pay to the Secretary of Housing and Urban Devolvin and any balance remaining in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgagor resulting in a public sale of the premises covered hereby, or if the Mortgagor acquires the property otherwise after default, the mortgagor shall apply, at the time of the commencement of such provesdings or at the time the property is otherwise acquired, the balance then remaining in the fund a commencement of such provesdings or at the time the property is otherwise acquired, the balance then remaining in the fund a community and payments which shall have been made under subsection (a) of the preceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign that a Mortgagoe all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

THATER WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.

All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgager will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgager, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgager and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreelessure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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

THE MORTGACIOR FURTHER ACREES that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within ninety days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the ninety days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgages or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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ONE TIME MIP MORTGAGE RIDER RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (5-80)

This rider attached to and made part of the Mortgage between AMZIE L. TERRY AND DEBRA L. TERRY HUSBAND/WIFE

RESIDENTIAL FINANCIAL CORP.

Mortgagor and, Mortgagee,

dated

7/18/88

revises said Mortgage as follows:

1. Page 2, the second covenant of the Mortgagor is amended to read:

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

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefore divided by the number of months to elapse before one month prior to the date them such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and
- (b) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgager each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
 - ground rents, if any, tixes, special assessments, fire, and other hazard insurance premiums;
 - (II) interest on the note secured hereby; and (III) amortization of principal of the said note.

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

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

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shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said

2. Page 2, the penultimate paragraph is amended to add the following sentence:

This option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

Dated as of the date of the mortgage referred to herein. ..

AMZIE L. TERRY

OUNTY COPY'S OFFICE

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OWNER OCCUPIED PREPAYMENT/ASSUMPTION RIDER

The Rider dated the 18TH day of JULY , 1988 , amends the mortgage of even date by and between:

AMMIR I., TERRY AND DEBRA A. TERRY, HUSBAND/WIFE

the Mortgagor, and RESIDENTIAL FINANCIAL CORP. as follows:

, the Mortgagee,

1. In Paragraph one on page 2, the sentence which reads as follows is deleted:

"that privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: Provided, however, that a written notice of intention to exercise such privilege is given at least thirty (30) days prior to prepayment."

2. Paragraph one on page 2, is amended by the addition of the following:

"Privilege is reserved to pay the debt, in whole or in part, on any Installment due date."

3. A new provision has been added of follows:

The mortgages shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is rold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 12 months after the date on which the mortgage is endorsed for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF, AMZIE L. TERRY AND DEBRA A. TERRY, HUSBAND/WIPE

has set his hand and seal the day and year first aforesaid.

DEBRA A. TERRY

(SEAL)

(SEAL)

(SEAL)

Signed, sealed and delivered

in the presence of

" OFFICIAL SEAL "
THOMAS J. THORSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/2/92

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Company Contraction of the Contr

For use only with an Adjustable Rate Mortgage, Deed of Trust or Security Deed insured under section 203(b), 203(k) (first lien only) or 234(c) of the National Housing Act, using the Margin method.

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 18TH day of JULY, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Mortgage"), of even date herewith, given by the undersigned ("Mortgagor") to secure Mortgagor's Adjustable Rate Note ("Note"), of even date herewith to RESIDENTIAL FINANCIAL CORP, ("Mortgagee"), covering the premises described in the Mortgage and located at 249 49TH AVENUE, BELLWOOD, IL 60104

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

- 1. Under the Note, the initial stated interest rate of NINE percentum (9.000 %) per annum ("Initial interest Rate") on the unpaid principal balance is subject to change, as hereinafter described. When the interest rate changes, the captal monthly installments of principal and interest also will be adjusted, as hereinafter provided, so that each installment will be in an amount necessary to fully amortize the unpaid principal balance of the Note, at the new adjusted interest rate, over the remaining term of the Note.
- 2. The first adjustment to the interest rate (if any adjustment is required) will be effective on the first day of OCTOBER

 19 89 (which date will not be less than twelve months nor more than eighteen months from the due date of the first installment payment under the Note), and the eafter each adjustment to the interest rate will be made effective on that day of each succeeding year during the term of the Mortgage ("Change Date").
- 3. Each adjustment to the interest rate will be mad ibs sell upon the following method of employing the weekly average yield on United States Trensury Securities adjusted to a senstant maturity of one year ("Index"; the Index is published in the Federal Reserve Bulletin and made available by the United States Treasury Department in Statistical Release H. 15 (519). As of each Change Date, it will be determined whether or not an interest rate adjustment must be made, and the amount of the new adjusted interest rate, if any, as follows:
 - (a) The amount of the Index will be determined, using the next recently available figure, thirty (30) days before the Change Date ("Current Index").
 - (b) 2,500 percentage points (2,500 %; the "Marg.") will be added to the Current Index and the sum of this addition will be rounded to the nearest one-eighth of one percentage point (0.125%). The rounded sum, of the Margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date.
 - (c) The Calculated Interest Rate will be compared to the interest rate being extract immediately prior to the current Change Date (such interest rate being called the "Existing Interest Rate"). Then the new adjusted interest rate, if any, will be determined as follows:
 - (i) If the Calculated Interest Rate is the same as the Existing Interest Rate, the interest rate will not change.
 - (ii) If the difference between the Calculated Interest Rate and the Existing Interest Rate is issection or equal to one percentage point, the new adjusted interest rate will be equal to the Calculated Interest Rate (rubject to the maximum allowable change over the term of the Mortgage of five percentage points, in either direction, from the Initial Interest Rate, herein called the "5% Cap").
 - (iii) If the Calculated Interest Rate exceeds the Existing Interest Rate by more than one percentage point, the new adjusted interest rate will be equal to one percentage point higher than the Existing Interest Rate (subject to the 5% Cap).
 - (iv) If the Calculated Interest Rate is less than the Existing Interest Rate by more than one percentage point, the new adjusted interest rate will be equal to one percentage point less than the Existing Interest Rate (subject to the 5% Cap).
 - (d) Notwithstanding anything contained in this Adjustable Rate Rider, in no event will any new adjusted interest rate be more than five percentage (5%) points higher or lower than the Initial Interest Rate. If any increase or decrease in the Existing Interest Rate would cause the new adjusted interest rate to exceed the 5% Cap, the new adjusted interest rate will be limited to five percentage (5%) points higher or lower, whichever is applicable, than the Initial Interest Rate.
 - (e) Mortgagee will perform the functions required under Subparagraphs 3(a), (b) and (c) to determine the amount of the new adjusted rate, if any. Any such new adjusted interest rate will become effective on the Change Date and thereafter will be deemed to be the Existing Interest Rate. The new Existing Interest Rate will remain in effect until the next Change Date on which the interest rate is adjusted.

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| • | BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants exorcined in this Adjustable Rate | |
| 23 | adjustment to Mortgagor's monthly installment payments of principal and interest, as provided for neroin. | |
| LA | Nothing contained in this Adjustable Rate Rider will permit Mortgagee to accomplish an interest rate adjustment through as increase to the decrease (or decrease) to the unpaid principal balance. Changes to the Existing Interest Rate may only be reflected through | |
| - And | Ox. | |
| 83 | portion of such Excess Payments, together with all interest thereon (alcrinated as provided above, be applied as payments against principal. | |
| VO, | was so reduced, from the date each such Excess payment was made by kingagor to repayment, or (2) request that all or any | • |
| | such Excess Payments, whether or not any such mortgages ou se juently assigned the Mortgage) of all or any portion of such Excess Payments, with interest thereon at a rate equal to the Existing Interest Rate | ; |
| | from Mortagae (who for the purposes of this sentence will 🗠 Gemed to be the mortagaes, or mortagees, who received | , |
| ŧ | consequently, has made any monthly installment payments in excess of the amount which would have been set forth in such Adjustment Notice ("Excess Payments"), then Mortgegor, at Mortgagor's sole option, may either (1) demand the return | |
| • | (c) Notwithstanding anything contained in this Adjustable Rate Rider, in the event that (i) the Existing Interest Rate was reduced on a Change Date, and (ii) Mortgagor, reduced on a Change Date, and (iii) Mortgagor, | |
| • | 96 | |
| 1 | nstallment amount (caused by the recalcul the not such amount under Subparagraph 4(a) for any payment date occuring less than thirty (30) days after Mortgagee Layen the applicable Adjustment Notice to Mortgagor. | |
| | relieved of any obligation to pay, and Modegages will have forfeited its right to collect, any increase in the monuniy | ı |
| | payment date which occurs at least thirty (30) days after Mortgagee has given a further Adjustment Notice to Mortgagor. Motwithstanding anything to the contributing to the contained in this Adjustable Rate Rider or the Mortgage, Mortgagor will be | ı |
| 1 | at least thirty (30) days after her given the Adjustment Notice to Mortgagor. Mortgagor will continue to pay the adjusted monthly installment amountly installment amountly installment and install the first | 1 |
| • | (d) Mortgagor agrees to pay the adjusted monthly installment amount beginning on the first payment date which occurs |) |
| | which may be required by law from time to time. | |
| | Index, (vi) the method of calculating the adjustment to the monthly installment payments, and (vii) any other information | [|
| 1 | iorth (i) the dair the Adjustment Notice is given, (ii) the Change Date, (iii) the new Existing Interest Rate as adjusted on the Current payments, ealculated as provided above, (v) the Current | J |
| : | Mortgagor writen notice ("Adjustment Notice") of any change in the Existing interest Rate and of the revised amount of the monthly in all men provided above. Each Adjustment Notice will set |) |
| - | account), withe new Existing Interest Rate, in equal monthly payments. On or before the Change Date, Mortgagec with give | 3 |
| | the unpaid principal balance (which unpaid principal balance will be deemed to be the amount due on such Change Date assuming there has been no default in any payment on the Note but that all propayments on the Note have been taken into | 3 |
| | payments of principal and interest to determine the amount which would be necessary to repay in full, on the maturity date, | |
| 1 | a) If the Existing Interest Rate changes on any Change Date, Mortgages will recalculate the monthly installment |) |
| | will be deemed to be the Index hereunder. | |
| • | Housing and Urban Development. Mortgages will notify Mortgagor in writing of any such substitute index (giving a line sassing and Urban Development in the index) and after the date of such notice the substitute index | |
| | (8) If the Index is no longer available, Mortgagee will be required to use any index prescribed by the Department of |) |
| | inclusion in adjustments to the Existing Interest Rate in subsequent years. | |
| | must be made to the Existing Interest Rate incorporates the effects of the provisions of 24 CFR 203.49(e) (1) and 234,79(e) (1) (1) 4) | |
| | The method set forth in this Paragraph 3 of this Adjustable Rate Rider, for determining whether or not an adjustment The method set forth in this Paragraph 3 of this Adjustment paragraph (1) and Trevisions of 24 of CRR 203, 49(a) (1) and |) |