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COOK COUNTY, ILLINOIS

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Loan # 904527

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 28th
1988. The mortgagor is
JOHN T. MALKOWSKI, A BACHELOR

\$17.00

("Borrower"). This Security Instrument is given to
UNIVERSITY SAVINGS & LOAN ASSOCIATION,
which is organized and existing under the laws of the State of Illinois
5250 S LAKE PARK AVE., CHICAGO ILLINOIS 60615 , and whose address is
("Lender").

Borrower owes Lender the principal sum of **Forty thousand four hundred and NO/100** - - - - -

Dollars (U.S. \$ 40,400.00)

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 August 1st, 2018. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property

located in COOK

County, Illinois:

UNIT NUMBERS 301 AND P-35 IN THE 2629 NORTH HAMPDEN COURT CONDOMINIUM,
AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
LOTS 9 AND 10 (EXCEPT THE SOUTHERLY 1.33 FEET OF SAID LOT 10) IN THE
SUBDIVISION OF BLOCK 3 IN OUT LOT "A" IN WIGHTWOOD BEING A SUBDIVISION
OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY
IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED
AS DOCUMENT NUMBER 25992314 TOGETHER WITH ITS UNDIVIDED PERCENTAGE
INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Item # 14-28-318-069-1020

88338651

which has the address of

2629 N HAMPDEN COURT UNIT 301
(Street)

CHICAGO
(City)

Illinois

60614
(Zip Code)

("Property Address");

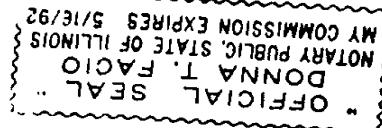
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also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

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

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

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BOX 333



My Commission Expires:

Notary Public

Given under my hand and official seal, this 28th day of July, 1988

set forth.

Signed and delivered the said instrument as HIS

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he

, personally known to me to be the same person(s) whose name(s) is/are

do hereby certify that JOHN T. MALKOWSKI

, a Notary Public in and (or) said county and state,

County seal

COOK

STATE OF ILLINOIS.

(Space Below This Line for Acknowledgment)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

JOHN T. MALKOWSKI
(Signature)

Instrument and in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security Instrument.

Other(s) (specify)

Graduated Payment Rider

Planned Unit Development Rider

Condominium Rider

2-4 Family Rider

Adjustable Rate Rider

Check or Pledgeable Box(es)

Instrument the co-signants and agreeents of this Security Instrument as if the rider(s) were a part of this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the co-signants and agreeents of each such rider shall be incorporated into and shall amend and supplement the co-signants and agreeents of this Security Instrument.

23. Rider to this Security Instrument, if any rider(s) are executed by Borrower and recorded together with this Security Instrument, the co-signants and agreeents of each such rider shall be incorporated into and shall amend and supplement the co-signants and agreeents of this Security Instrument.

22. Waiver of Homeestead. Borrower waives all right of homestead exception in the Property.

Instrument without charge to Borrower. Borrower shall pay any recording costs.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

Instrument of record. Any rents collected by Lender shall be limited to payment of fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

20. Lender in Possession. Lender shall be entitled to repossess the Property and to collect the rents of the Property including those upon, take possession of and manage the Property and to collect the rents of the Property received prior to the expiration of any period of redemption following judicial sale, Lender or by judicially appointed receiver(s) shall be entitled to repossess the Property and to collect the rents of the Property prior to the expiration of any period of redemption following judicial sale, Lender or by agent or in person, by affidavit or by affidavit of title evidence in the instrument.

19. Lender in Possession under paragraph 19 at any time but not limited to, reasonable attorney's fees and costs of title evidence.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 19, including

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

18. Lender at its option may require immediate payment in full of all sums secured by this Security

Instrument or a default or any other deficiency of Borrower to accelerate the notice of non-payment or non-performance of the obligation of Borrower to pay the amount due.

17. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 19, including

16. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 19, including

15. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 19, including

14. Acceleration. Remedies. Lender shall further govern and agree as follows:

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

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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 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 improvement, now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

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

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

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

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however, this Security Instrument shall not apply in the case of acceleration under paragraph 13 or 17.

Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred to pay the sum secured by this Security Instrument unless paid in full.

Acceleration to pay the sum secured by this Security Instrument shall continue unchanged. Upon payment in full of the property and Borrower's rights in the instrument, Lender's rights in the property and Borrower's security interest in the instrument, including, but not limited to, reasonable attorney's fees, and (d) makes such action as Lender may reasonably require to assure that the sum of this Security Instrument, Lender's rights in the property and Borrower's security interest in the instrument, including, but not limited to, reasonable attorney's fees, and (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees, and (b) makes such action as Lender may reasonably require to pay the sum which is due under this Security Instrument and the Note had no acceleration.

18. **Borrower's Right to Remit.** Lender will sums which are due under this Security Instrument. Those conditions are contained in this Security law may specify for remittance before sale of the Property pursuant to any power of sale contained in this agreement of this Security Instrument at any time prior to the earlier of: (a) 5 days (or such other period as applicable) from the date of a judgment entitling this Security Instrument to any right to have the right to have remedies permitted by this Security Instrument. It Borrower meets certain conditions, Borrower shall have the right to have this Security Instrument paid in full prior to the expiration of this period.

19. **Lender exercises this option.** If Borrower fails to pay due sums prior to the expiration of this period, Lender may invoke any of the less that (a) days from the date the note is delivered of acceleration. Lender may invoke any federal law as of the date of this Security Instrument.

20. **Lender exercises this option.** Lender shall give Borrower notice of acceleration. The notice shall provide a period specified 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.

21. **Lender exercises this option.** Lender, his option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by this Security Instrument.

22. **Lender exercises this option.** Lender may invoke any of the less that (a) days from the date the note is delivered of acceleration. Lender may invoke any federal law as of the date of this Security Instrument.

23. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any Note are declared to be severable.

24. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument and the Note can be given effect without the provisions of the applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note or the instrument in whole the Property is located. In the event that any provision of this Security Instrument or the Note contradicts with the provisions of the applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note are declared to be severable.

25. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security Instrument and the Note contradicts with the provisions of the applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note are declared to be severable.

26. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given to have been delivered to Borrower by mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice by property Address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the particular paragraph 17.

27. **Termination After Certain Periods.** If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 19.

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30. **Successors and Assigns; Joint and Several Liability; Co-signers.** This covenant and agreements of this Security Instrument shall bind and assign to a law which sets maximum loan charges, and that law is finally interpreted so that the interests of other loan charges collected or to be collected in connection with 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 interests of other loan charges collected or to be collected in connection with the loan secured by this Security Instrument is subject to a law which sets maximum loan charges.

31. **Successors and Assigns; Joint and Several Liability; Co-signers.** This covenant and agreements of this Security Instrument shall not be a waiver of or preclude the exercise of any right or remedy.

32. **Successors and Assigns; Joint and Several Liability; Co-signers.** This covenant and agreements of this Security Instrument shall not be a waiver of or preclude the exercise of any right or remedy.

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MULTISTATE ADJUSTABLE RATE NOTE FORM 3124 11/87
The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the second Change Date and ending on the last Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is my option to convert the interest rate I am required to pay by this Note.

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.

(A) Option to Convert to Fixed Rate

S. FIXED INTEREST RATE CONVERSION OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

B. FIXED INTEREST RATE OPTION

The Note Holder will defer or fail to make a notice of any changes in my adjustable interest rate regardless 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.

(C) Notice 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 new monthly payment changes again.

(D) Effective Date of Changes

The interest rate I am required to pay at the first Change Date will not be greater than 7.50%. The interest rate I am required to pay at the first Change Date will never be greater than 12.75% which is called the "Maximum Rate".

paying for the preceding six months. My interest rate will never be greater than 12.75% of any single Change Date by more than one percentage point (1.0%). From the rate I increased or decreased or less than 5.750%. Thereafter, my adjustable interest rate will never be greater than 12.75% of my new monthly payment principal I am expected to owe at the Change Date in full on the maturity date of my new interest rate to repay the unpaid principal of my new monthly payment.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal plus the result of this calculation will be the new amount of my new monthly payment subject to the limits stated in Section 4(B) below, this rounded amount will be my new interest rate for the next Change Date.

before each Change Date, the Note Holder will calculate my new interest rate by adding two and three quarters of a Change Date.

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 change 45 days before each Change Date is called the "Change Date".

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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 change 45 days before each Change Date is called the "Change Date".

If the adjustable interest rate is paid my new interest rate of the first day of February of San Francisco (the "Bank"), as made available via the Bank, the most recent index figure available as of the date monthly weighted average cost of savings, certificates and advantages of members of the Federal Home Loan Bank beginning with the first Change Date, my adjustable interest rate will be based on an index, The "Index", is the

(B) The Index

(C) Calculation of Changes

19 89, and on that day every six months thereafter. Each date on which my adjustable interest rate could change 19 89, and on that day every six months thereafter. Each date on which my adjustable interest rate could change.

4. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.750%. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

Additional provisions, In addition to the covenants and agreements made in the Security Instrument, Borrower and I under this covenant and agree as follows:

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE BORROWER'S ADJUSTABLE RATE LIMITS THE NOTE ALSO CONTAINS THE MAXIMUM RATE THE BORROWER MUST PAY THE NOTE AT ANY ONE TIME AND THE BORROWER'S ADJUSTABLE RATE INTEREST RATE PROPERTY Address

2629 N. Hampden Court Unit 301, Chicago, IL 60614

(the "Lender") of the same date and covering the property described in the Security Instrument and located at the "Security Note" (the "Note") to Borrower's Adjustable Rate Instrument (the "Instrument") of the same date given by the undersigned (the "Borrower") to secure or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Mortgagee"). Deed of Trust 19 88, and is incorporated into and shall be deemed to amend and supplement the Mortgage. Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Lender's Adjustable Rate Note (the "Note") to the Lender. Association day of July 28th

(Cost of Funds Index—Rate Caps—Fixed Rate Conversion Option)

ADJUSTABLE RATE RIDER

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If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S. \$ 500.00 ; 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 not are 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 exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 17 of the Security Instrument is 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.

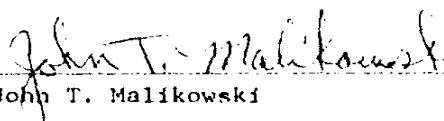
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument.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

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead 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.

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


John T. Malikowski
(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower