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MORTGAGE

255005-9

THIS MORTGAGE ("Security Instrument") is given on AUGUST 11 1988 The mo cagor is EDWARD LAPINSKI AND CAROLE L. LAPINSKI, HUSBAND AND WIFE

("Borrower"). This see arity Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS , which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is

4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634 Borrower owes Lender the principe' sum of

("Lender").

ONE HUNDRED FIVE THOUSAND AND NO/100

Dollars (U.S. \$). This debt is evidenced by Borrower's note 105,000.00 dated the same date as this Security Instrument ('Note"), which provides for monthly payments, with the full debt, if not This Security Instrument paid earlier, due and payable on SEPTEMER 1, 2018

This Security Instrument secures to Lender: (a) the repayment of the debt videnced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, vith interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Bor. o '-or'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 96 IN CUMBERLAND ESTATES, BEING A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 7 AND THE WEST 1/2 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MEPILIAN, IN COOK COUNTY, Clort's Office ILLINOIS.

09-07-205-003-0000

which has the address of

BERKSHIRE LANE

DES PLAINES

Illinois

60016

("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

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.

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

Lender shall be entitled to collect all expenses incurred in purauing the remedies provided in this paragraph 19, including, this Security Instrument without further demand and may foreclose this Security instrument by judicial proceeding. existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonsecured by this Security Instrument, foreclosure by Judicial proceeding and sale of the Property. The notice shall further amue out to contensions and these the definition of the date specified in the notice may result in societation of the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

	Development Rider	InU Planned Unit	Graduated Sayment Rider
2-4 Family Rider	Rider	Condominium	TəbiA əlazi tüklenibA 🔣
			nstrument. [Chec!, applicable box(es)}
ider(s) were a part of this Security	nstrument as if the r	ints of this Security 1	upplement ing civenants and agreeme
			his Security in trument, the covenants
Borrower and recorded together with			
n the Property.	omestead exemption i	ver waives all right of h	22. Waiver of Homestead, Borros
- ·			nstrument without charge to Borrower.
it, Lender shall release this Security			
			eceiver's bonds and reasonable attorneys
			osts of management of the Property at
			A Property including those past due. A
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ment of the Property and at any time	nobnada 10 91 figara	stag rabnu noiterelecos	s nogU .noieeseeo9 mi 13bn3.I .02
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a Notary Public in and for said county and state, whie under Signe County ss: STATE OF ILLINOIS, IBW0110B (Isa2). IBW0110B-(lead). CAROLE L. 18W0110B (185Z) (lss2)

BY SIGNING BELOW, Borreyer accepts and agrees to the terms and covenants contained in this Security

do hereby certify that EDWARD LAPINGKI AND CAROLE L. LAPINGKI, HUGFAND AND WIFE

, personally known to me to be the same person(s) whose name(s) **BAA**

sa tramuntari bias and bereviel as bangie THEIR free and voluntary act, for the uses and purposes therein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that T heY

set forth.

Given under my hand and official seal, this

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

Other(s) [specify]

DES PLAINES, IL 91003 NANCY RICHARDS PREPARED BY:

My Commission expires: 1/-3£1-91

RECORD AND RETURN TO:

ATTENTION: NANCY RICHARDS DES PLAINES, 2454 DEMPSTER LOAN ASSOCIATION OF ILLINOIS THE TALMAN HOME FEDERAL SAVINGS AND

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

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

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

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

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

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower N. t Jeleased; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not or easte to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to so nmence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amor leation of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exelc'se of any right or remedy.

11. Successors and Assigns Bourd; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the crims of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) rarees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regird to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured by this Sec vity Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interist or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) ray such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any and already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to incke this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund radices principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument on 111 be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The name shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender w'.e., given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law raid the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrume attr the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the D

Note are declared to be severable.

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

requesting payment.

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

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

in the Property. Lender's actions may include paying any sums secured by a lien which has priorily over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect 7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the

fee title shall not merge unless Lender agrees to the merger in writing.

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

Instrument immediately prior to the acquisition.

postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of hie 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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principus shall not extend or

when the notice is given.

oncred to settle a claim, then Lender may collect the insurance proceeds. Lender may use the ploot sds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-03y period will begin 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 of the Property damaged, if the restoration or repair is economically leasible 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 restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

carrier and Lender. Lender may make proof of loss if not made promptly by Borro ver

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 and give prompt notice to the insurance All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unressonably withheld.

insurance earrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be 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 occurage" and any other hazards for which Lender requires. The requires insurance. This insurance shall be maintained in the articum's and for the periods that Lender requires. The

of the giving of notice.

notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days 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 heart this Security Instrument. If Lender determines that any part of the Property is actively in a lien which may attain pricely over this Security Instrument, Lender may give Borrower a native identifying the lien Security is an instrument, Lender may give Borrower and the Property is a lien which may attain pricely over this Security Instrument, Lender may give Borrower and instrument, Lender and the lien are instrument. 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

pay them on time directly to the person awed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower shall promptly furnish to Lender Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall Note; third, to amounts payel e under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Lorrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain price by over this Security Instrument, and leasehold payments or ground rents, if any.

paragraphs I and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the application as a credit against the sums secured by this Security Instrument.

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

any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately or or to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of Upon resment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

amount necessary to make up the deficiency in one or more payments as required by Lender.

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 the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be. If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument. 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 Funds and the Funds and the funds and debit to the Funds and the Funds are placed by this General Interesting to the Funds are placed by this General Interesting to the Funds are placed as additional sentitive for the sentest by this General Interesting the Funds are placed as additional sentitive for the sentest by this General Interesting Funds are placed by the Funds are placed by the following the funds are placed by the fu reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge, A charge assessed or state agency (including Lender is 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 The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal

basis of current data and reasonable estimates of future escrow items.

leaseheld 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 one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly 1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall prompily 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 Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to

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

year (s).

NOFFICIAL C 255005-9

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS.DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

11TH day of AUGUST ,19 88 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS, A UNITED STATES CORPORATION

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

741 XXX BERKSHIRE LANE, DES PLAINES, ILLINOIS
Property Address 60016

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note his an "Initial Interest Rate" of 7.500 %. The Note interest rate may be increased or decreased on the lsT day of the month beginning on SEPTEMBER 1 , 1989 and on that day of the month 12 months thereafter. every

1. INTEREST RATE CHANGES

(1)The Index

Any changes in the ir crist rate will be based on changes in an interest rate index which will be called the "Index". The most recent index figure available as of the date 45 days before each Change Date is called the "Current Index". The index is the: [Check one box to indicate in/lex.]

- (1) Weekly average yield on United States Treasury securities adjusted to a constant maturity of
- (2) D*National Average Median Cost of Funds-Monthly
- (3) X COST OF FUNDS-11TA DISTRICT

If the Index ceases to be made available by the publisher, or by any sucessor to the publisher, the Note Holder will set the Note interest rate by using a comparable index.

(B) Calculation of Changes

Before each Change Date, the Note Holder with calculate my new interest rate by adding TWO percentage points (2.000 %) to the Current Index the Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to inclimits stated in Section 4 (C) 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 mat (rit) date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(C) Limits on Interest Rate Changes

- (1) [] If this box is checked, there will be no maximum limit on carages in the interest rate up or down.
- (2) 💆 If this box is checked, the interest rate I am required to pay at the first Change Date will not be greater than or less than 5.500 %. Thereafter, the interest rate will not be changed by more than 2.000 percentage points on any Change Date. My interest rate will never be greater than 13.500 %, or less than 00.00%.

(D) 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.

(E) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my 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 to given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum lorn charges and that law is interpreted so that the interests or other loan charges collected or to be collected in connection with the ioan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reque the charge to the permitted limit; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satifactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option of accelerate provided in paragraph 17.

(Seal	 By signing this, Borrower agrees to all of the above. (Seal)	
-Borrower	APINSKA -Borrower	EDWARD
(Seal)	 2 R. Basiski (Seal)	Care
-Borrowei		CAROLE

*If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.