DEFT-G T#4444 TRAN 1665 98/18/56 14:97:00

#9886 # p \*-88-376276

COOK COUNTY RECORDER

ive This Line For Recording Data]

MORTGAGE

041742-8

THIS MORTGAGE ("Security Instrument") is given on AUGUST 12
The mortgagor is RANDI S. BRILL, UNMARRIED WOMAN

("Borrower"). This Security Instrument is given to CENTURION FINANCIAL GROUP, INC.,

which is organized and arising under the laws of THE STATE OF ILLINOIS

, and whose address is

("Lender").

104 WILMOT ROAD DEERFIELD, ILLINCIS 60015

Borrower owes Lender the principal rum of THREE HUNDRED FORTY FOUR THOUSAND FOUR HUNDRED AND NO/100

Dollar (U.S. \$ 344,400.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMEER 1, 2018

This Security Instrument This Security Instrument secures to Lender: (a) the repayment of the dept / videnced 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 Borrover'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

COOK County, Illinois: located in LOTS 1 AND 2 IN BALABAN-CANTOR'S RESUBDIVISION OF LOTS 31 AND 32 IN BLOCK 2 IN LYON, GILBERT AND WOODFORD'S ADDITION TO EVANSTON IN THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 O' SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

-88-376276



10-13-225-004-0000 10-13-225-005-0000

which has the address of

1735 WESLEY AVENUE

**EVANSTON** 

[City]

Illinois

60202

("Property Address");

[Street]

[Zip Code]

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

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

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.

Form 3014 12/83

-6F(IL) (8801)

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT VMP MORTGAGE FORMS • (313)293-8100 • (800)521-7291 Amended 5/87

# **UNOFFICIAL COPY**

	THAT THE STORE STORE OF THE STO	My Commission expires: PREPARED BY: 104 WILMOT ROAD DEERPIELD, ILLINOIS 60015	
	88 61, TRUDUA 30 Vab HTSI	Given under my hand and official seal, this	
		set forth.	
	IER Tree and voluntary act, for the uses and purposes therein	signed and delivered the said instrument as HIS/H	
BE	fore me this day in person, and acknowledged that he /SI	subscribed to the foregoing instrument, appeared bet	
, personally known to me to be the same person(s) whose name(s)			
	WERRIED MOMEN	do bereby certify that RAUDI S. BRILL, UNR	
	, a Motary Public in and for raid county and state,	I, WILLIAM M. SMITH	
	COOK County 55:	STATE OF ILLINOIS,	
	Ox	aura prada)	
-	ъемолов-		
	(les2)		
(   EoC )			
	(leo2) 		
By Signing Below, Borrower and recorded with it.  Instrument and in any rider(s) executed by Borrower and recorded with it.  (Seal)			
		Other(s) [specify]	
	Development Rider		
	standard to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, and incurred in proceeding, at limited to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, at limited to, reasonable attorneys' fees and coats of title evidence.  30. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time need receiver) shall be entitled to enter upon, take possession of and manage the Property and to rollection of rents, including, but not limited to, receiver's fees, premiums on of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on er's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.  21. Release. Upon payment of all sums secured by this Security Instrument.  22. Waiver of Homestand. Borrower shall pay any recordation costs.  23. Riders to this Security Instrument. If one or more riders are executed by Borrower shall release this Security instrument, Lender shall release this Security for rument, including the property.  23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with ment. [Check spoincable box(es)]  24. Check spoincable box(es)]  25. Maiver of Homestand. In this Security Instrument as if the rider(s) were a part of this Security ment. [Check spoincable box(es)]  26. Check spoincable box(es)]		

19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument that not prior to acceleration under paragraphs 13 and 17 breach of any covenant or agreement in this Security Instrument that not prior to acceleration under paragraphs 13 and 17 NON-DAIFORM COVENANTS. Borrower and Lender further covenant and agree in follows:

before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure, if the default is not cured on or before the default or any other defense of Borrower to acceleration and foreclosure, if the default is not cured on or

unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure 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; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums

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

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

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

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

assigned and shall be paid to Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or centle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender is a other is a other is a other is a other in a 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 of Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify anion relation of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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

that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits.

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

paragraph 17.

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

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

Note are declared to be severable.

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

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

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

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

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

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requesting payment.

the date of disbursement at the Note 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? 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 priority 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 bankruptey, 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 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

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Preservation and Maintenance of Property; Lesscholds. 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 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

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

when the notice is given.

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceds to restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 3/-d by period will begin Borrower abandons the Property, or does not answer within 30 days a notice from Lender the, the insurance carrier has applied to the sums secured by this Security Instrument, whether or not then due, with say encess paid to Borrower. If 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 occurrity would be lessented, the insurance proceeds shall be restoration or repair is not economically feasible or Lender's security would be lessented, the insurance proceeds shall be

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

all receipts of paid premiums and renewal notices. In the event of loss, Borrower soril give prompt notice to the insurance Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld.

insurance carrier providing the insurance shall be chosen by Borrowal achieut to Lender's approval which shall not be 5. Hazarra Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insurance against loss by fire, hazards included within the term "extented against loss by fire, hazards included within the term "extented against loss by fire, hazards for which Lender requires. The requires insurance. This insurance shall be maintained in the arcomit and for the periods that Lender requires. The

of the giving of notice.

notice identifying the lien. Borrower shall satisfy the lien by the or more of the actions set forth above within 10 days the Property is subject to a fien which may attain priority over this Security Instrument, Lender may give Borrower a 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, coured by the lien in a manner acceptable to Lender; (b) contests in good fairly 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 of any nart of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the hier, to this Security Instrument. If Lender determines that any part of a lien and the Property is the lien and a lien and the Property is Lender determines that any part of a lien and the Property is Lender advisor that any part of the Property is subject to a lien and the property is less that any part of the Property is the lien and the property is the lien and the Property is the lien and the lien and the Property is the lien and the property is lied any part of the lien and the Property is the lien and the lie

4. Charles at least an experience of the person of the control of

Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

3. Application of P tymests. Unless applicable law provides otherwise, all payments received by Lender under the paragraphs t and 2 shat! by applied, first, to late charges due under the Mote; second, to prepayment charges due under the

application as a creek springt the sums secured by this Security Instrument.

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

emount neces at to make up the deficiency in one or more payments as required by Lender amount of the Funds held by Lender is not sufficient to pay the eserow 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, at Borrower's option, either promptly repaid to Borrower on monthly payments of Funds. If the 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. an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays horrower interest on the Funds and applicable law permits Lender no make such as charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall not be a charge for purposes of the preceding sentence. 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 that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender and Lender shall give to Borrower without charge. or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

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. lesschold 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 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

UMI:08M 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.

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# ADJUSTABLE RATE RIDER

(1 Year Treasury Index-Rate Caps)

, 1988 THIS ADJUSTABLE RATE RIDER is made this 12TH day of AUGUST , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to CENTURION FINANCIAL GROUP, INC., AN ILLINOIS CORPORATION

(the "Lender") of the same date and covering the property described in

the Security Instrument and located at:

1735 WESLEY AVENUE, EVANSTON, ILLINOIS 60202 [Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BOR-ROWER MUST PAY.

ADDITIONAL COVENANTS. 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 provides for an initial interest rate of 9.875%. The Note provides for changes in the interest rate and the monthly payments, as follows:

### INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay marche age on the first day of OCTOBER , 1993, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjuscia to a constant maturity of I year, as made available by the Federal Reserve Board. The most recent Index figure a minute as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

## (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate ray new interest rate by adding THREE FOURTHS percentage points (2.750%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly pa/me it that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

## (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.875% or less than 7, 875%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preciding twelve months. My interest rate will never be greater than

### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.
(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

### B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER 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 may also 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 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

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

Rider.

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