

## UNOFFICIAL COPY

88442348

83018839

This instrument was prepared by:

RICHARD J. JAHNS

(Name)

5133 W FULLERTON AVE

(Address)

CHICAGO, ILL 60639

## MORTGAGE

THIS MORTGAGE is made this 24TH day of JUNE, 1988 between the Mortgagor, KEITH PETERSON AND DEBORAH J. PETERSON, HUSBAND AND WIFE (herein "Borrower"), and the Mortgagee, CRAIG FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 5200 West Fullerton — Chicago, Illinois 60639 (herein "Lender").

WHEREAS, Mortgagor is indebted to Lender in the principal sum of ONE HUNDRED ELEVEN THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated JUNE 24, 1988 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on AUGUST 01, 2018.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

LOT 21 AND THE SOUTH 16 FEET OF LOT 22, AS MEASURED ALONG THE EAST AND WEST LINES THEREOF, IN BLOCK 4 IN BOEGER ESTATES ADDITION TO ROSELLE, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF COOK, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AS DOCUMENT NUMBER 9565488, DATED MARCH 2, 1927.

PERMANENT TAX NUMBER: 07-34-320-007 -88 442348  
07-34-320-007

THIS MORTGAGE IS BEING RERECORED TO CORRECT THE LEGAL DESCRIPTION.

DEPT-01 \$16.00  
T#4444 TRAN 2493 09/27/88 ii:19:00  
#4721 # D -88-442348  
COOK COUNTY RECORDER

545 LINCOLN STREET

ROSELLE

which has the address of .....  
ILLINOIS 60172 (Street)  
..... (herein "Property Address");  
[State and 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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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529

6981068

RE 111467 TO BOX 403

(SPACE BELOW THIS LINE RESERVED FOR LENDER AND RECORDED)

do hereby certify that I, DEBORAH J. FEETERSON, HUSBAND AND WIFE  
of the above-named person, personally known to me to be the same person(s), whose name(s) are  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they  
signed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein  
agreed upon, and delivered my hand and official seal, this twenty-fourth day of June, one thousand nine hundred and thirty-nine, REBECCA E. FEETERSON, Notary Public.  
RECEIVED  
RECORDED  
CLERK OF COURT  
JUN 24 1939  
115-12579  
RECEIVED  
RECORDED  
CLERK OF COURT  
JUN 24 1939  
115-12579

STAFF OF ILLINOIS COUNTY, ILLINOIS, COUNTY ATTORNEY, COUNTY SHERIFF

part, to entry of a judgment, deferring this judgment until the date under which the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other agreements of Borrower contained in this Note; (c) Borrower pays all reasonable expenses incurred by Lender in collecting the amounts due under this Note and notes securing Future Advances, if any, had no acceleration occurred; (d) Borrower pays Lender all sums which would be then due under this Note and notes securing Future Advances, if any, had no acceleration occurred hereafter except as provided in the Note and notes securing Future Advances, if any, had no acceleration occurred by this Paragraph, except as provided in the Note and notes securing Future Advances, if any, had no acceleration occurred by this Paragraph.

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7. Protection of Lenders' Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirements for such insurance terminate with Borrower's and reasonable attorney fees and costs upon the Property to make repairs, if Lender's interest in the Property is damaged by this Mortgage. Borrower shall pay the premiums required mortgage insurance as a reasonable expense of making the loan secured by this Mortgage. Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirements for such insurance terminate with Borrower's and reasonable attorney fees and costs upon the Property to make repairs, if Lender's interest in the Property is damaged by this Mortgage.

shall be incorporated into and shall amend and supplement herein the covenants and agreements of this Mortgage as if the same were a part hereof.

6. **Preservation and Maintenance of Properties**: Planned Unit Developments, Condominiums, Residential Leases, etc., shall keep the Property in good repair and shall not commit waste or permit impairment of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, the Borrower shall perform all of the obligations under the declaration of covenants or governing documents of the condominium or planned unit development, including the by-laws and regulations of the condominium or planned unit development, and constitute documents. It is a condition precedent that developments of this character shall be conducted in accordance with the laws and regulations of the state and local governments.

in kind and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the date of acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or

or to the sums secured by this Mortgagee.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not hereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage is impaired by damage, Lender may apply the insurance proceeds to collect and apply the insurance proceeds in Lender's option either to restoration or repair of the Property or to payment of the amount of the insurance claim to Lender.

All insurance policies and renewals thereon shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals in escrow and Borrower shall promptly notify Lender of any insurance carrier and Lender. Lender may make payment of loss if not made promptly.

The insurance carrier providing the insurance shall be chosen by joint written agreement of the parties concerned. The insurance carrier shall be responsible for making payment, when due, directly to those provided under paragraph 2 hereof or, if not paid in such manner, by Barrister or solicitor making payment, when due, directly to the man-  
ner that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner  
provided under paragraph 2 hereof or, if not paid in such manner, by Barrister or solicitor making payment, when due, directly to the man-

and in such amounts and for such periods as the Lender may require, provided, that Lender shall not require that the amount of such loss or damage be deducted by the Borrower from the principal amount of the Note.

the Property which may attain a Priority, and lessehold payments or ground rents, if any, in the manner provided under Paragraph 2 hereof or in such manner, by Borrower making payment when due, directly to the manager provided for in the leases, assessments and other charges, and a sum equivalent to the amount of the lessehold payments or ground rents, if any, in the manner provided for in the leases, assessments and other charges, to the manager.

under paragraph 2 hereof, when to payable on the Note, when to the principal of the Note, and when to interest and principal on any Future Advances.

Under all the time of application as a credit against the sums secured by this Masteragreement.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.

If the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, the due dates of taxes, assessments, insurance premiums and ground rents, shall be payable prior to the future monthly installments of Funds held by Lender, together with the amounts necessary to make up the deficiency within 30 days from the date notice is mailed by Borrower to Borrower or Lender to pay same.

The Funds shall be held in an institution the debts of which are incurred by a Federal or state agency (including Leander if Leander is such an institution). Leander shall apply the Funds to pay said taxes, assessments and premiums and round rents. Leander may not charge for holding and applying the Funds, analyzing and accounting for every premium and assessment and bills, unless Leander pays Borrower interest on the Funds, annually, at a rate not exceeding 12% per annum.

Moats are one of the key features of a company's competitive advantage. They provide a sustainable competitive advantage by protecting a company from entry by new competitors. A moat can be either a natural or a self-reinforcing advantage. Natural advantages are those that are inherent in the industry or the product, such as economies of scale, network effects, or regulatory barriers. Self-reinforcing advantages are those that are created by the company itself through its actions, such as building a strong brand, establishing a loyal customer base, or developing proprietary technology. The strength of a moat depends on its durability, which is determined by factors such as the company's ability to maintain its competitive edge over time, the difficulty for new entrants to replicate the advantage, and the company's ability to protect its advantage from external threats.

2. Funds for Taxes and Insurancce. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full.

1. **Payback of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.

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Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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 Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds 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 settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

**10. Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

**11. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

**12. Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.

**13. Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

**14. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**15. Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

**17. Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any household interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

\* or if the borrower ceases to occupy the property as his primary place of residence

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

**18. Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

**19. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

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BORROWER DEBORAH J. PETERSON

BORROWER KEITH PETERSON

24TH day of JUNE , 19 88 .  
IN WITNESS WHEREOF Borrower has executed this Rider to the  
mortgage will remain in full force and effect .  
All of the other terms of the above described note and  
obligated to permit assumption of the above described loan .  
standard underwriting criteria before Lender shall be  
the property must qualify for a loan pursuant to Lender's  
3. Notwithstanding the foregoing , the Transferor and  
loan .  
consolidation of allowing transferor to assume Borrower's  
outstanding principal balance of the loan for and in  
Transferor a fee in the amount of not more than 3% of the  
2. The Lender may in its sole discretion assess to the  
loan criteria .  
Loan in that amount and otherwise complete with Lender's  
outstanding principal balance and Transferor qualities for a  
completed application for a loan in the amount of the then  
1. Transferor completes and submits to Lender a  
hereinafter set forth .  
the Transferor , only upon the express conditions as are  
be assumable by a third party , hereinafter referred to as  
Borrower agree that the loan secured by the mortgage shall  
the mortgage to which this Rider is attached , Lender and  
Notwithstanding anything to the contrary contained in  
KEITH PETERSON AND DEBORAH J. PETERSON , HUSBAND AND WIFE  
AND BORROWER ,

LENDER , CRAIGIN FEDERAL SAVINGS AND LOAN ASSOCIATION

DATED THE 24TH DAY OF JUNE , 19 88 BETWEEN

ASSUMPTION RIDER TO MORTGAGE

LOAN # 06-43736-56

3 0 4 1 2 3 4 5

SCHAUMBURG

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ADJUSTABLE RATE LOAN RIDER-G181-FHLMC UNIFORM INSTRUMENT  
442954 SAF Systems and Forms  
• 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 box named will apply.

S9G18839

DEBORA H. J. PETERSON ..... (Seal)  
KEITH PETERSON ..... (Seal)

By signing this, Borrower agrees to all of the above.  
waiving the option to accelerate provided in Paragraph 17.  
terest 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  
an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one in-  
crease in the security subject to paragraph 17 of the Security Instrument, Lender may require (1)  
If there is a transfer of the property to Lender under subordination of removal of the security instrument or shall provide  
secure an assignment in a form satisfactory to Lender in that lien to this security instrument that lien. Borrower  
shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument.  
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 that lien. Borrower  
will determine that all or any part of the sums secured by this Security Instrument are subject to a lien  
If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien  
C. PRIOR LIENS  
owed under the Note or by making a direct payment to Borrower. Lender may decline to make this refund by reducing the principal  
owed if the charge to the prior lien exceeds the permitted limit; and (B) any such loan charge shall be reduced by the amount  
necessary to reduce the charge to the case, then, (A) any such loan charge collected from Borrower which exceed  
loan would exceed permitted limits. If this is the case, then, (A) any such loan charge shall be collected in connection with the  
and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the  
it could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges  
B. LOAN CHARGES  
creases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.  
If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. In  
(2)  The interest rate cannot be charged by more than . . . . percent points at any Change Date.  
(1)  There is no maximum limit on changes in the interest rate on each Change Date if no box is checked here with  
Check one to indicate whether there is an maximum limit on changes in the interest rate on each Change Date if no box is checked here with  
Types of Lenders' published by the Federal Home Board, HOME, LOAN, BANK, BOARD  
(1)  Contract interest Rate, Purchase of Previously Occupied Homes, National Average for all Major  
Changes in the interest rate are governed by changes in an interest rate index called the "index". The index is the  
12 months after the Note has an initial interest rate of . . . . MEMBER, Q1 . . . . 89, and on that day of the month every  
15<sup>th</sup> day of the month beginning on . . . . MEMBER, Q1 . . . . 89, The Note interest rate may be increased or decreased on the  
A. INTEREST RATE AND MONTHLY PAYMENT CHANGES  
Lender further covenant and agree as follows:  
Modifications, in addition to the covenants and agreements made in the Security Instrument, Borrower and  
the change  
the interest  
rate.

This Rider is made this . . . . day of . . . . JUNE . . . . 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 . . . .  
CRAIGIN FEDERAL SAVINGS AND LOAN ASSOCIATION . . . .  
located at . . . . 45 KINGOLIN STREET, ROSEVILLE, LILTONIS . . . .  
(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and  
the Note has an initial interest rate of . . . . 90%. The Note interest rate may be increased or decreased on the  
12 months after the Note has an initial interest rate of . . . . MEMBER, Q1 . . . . 89, and on that day of the month every  
15<sup>th</sup> day of the month beginning on . . . . MEMBER, Q1 . . . . 89, The Note interest rate may be increased or decreased on the  
A. PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE, IN  
NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS  
DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.  
A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE, IN  
NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS  
DECREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS.  
This Rider is made this . . . . day of . . . . JUNE . . . . 88, and is incorporated into and shall  
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CRAIGIN FEDERAL SAVINGS AND LOAN ASSOCIATION . . . .  
located at . . . . 45 KINGOLIN STREET, ROSEVILLE, LILTONIS . . . .  
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## ADJUSTABLE RATE LOAN RIDER