COOK COUNTY, ILLINOIS FILED FOR RECORD

1989 JAN 31 AN H: 59

89047187

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(Space Above This Line For Recording Data) -

MORTGAGE

259062-0

\$16.00

THIS MORTGAGE ("Security Instrument") is given on JANUARY 25
The mo (gagor is CASIMER J. BOGDANSKI AND JACQUELINE BOGDANSKI, HUSBAND AND 1989 WIFE

("Borrower"). This feet city 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

60634 NORRIDGE, ILLINOIS

("Lender").

Borrower owes Lender the princip is sum of SIXTY FIVE THOUSAND AND NO/100

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 FEBRUATY 25, 2010

This Security Instrument of the debt. secures to Lender: (a) the repayment of the debt e idenced 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

County, Illinois: located in LOT 30 IN NOTIS ESTATES SUBDIVISION O' PART OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Clary's Orgina

07-28-303-002-0000

which has the address of 1103 SOUTH SALEM DRIVE

(Street)

SCHAUMBURG

(City)

Illinois

N448533

60193

[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.

the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the apnointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and east of title evidence.

20, Lender in Posession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time and in Property and at any time of the Property and at any time of the Property and at any time of the Property and at any time are presented in the Property and at any time are presented in the Property and at any time are presented in the Property and at any time are presented in the Property and at any time are presented in the Property and at any time are presented in the Property and at any time are presented in the Property and at any time are presented in the Property and at any time are presented in the Property and at any time are presented in the Property and at any time are presented in the Property and at any time are presented in the Property and at any time are presented in the Property and at any time are presented in the Property and at any time are presented in the Property and at any time are presented in the Property and at any time are presented in the Property and at any time are presented in the Property and at any time are presented in the Property and at any time are proper before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or 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 and that failure to cure the default on or before the date specified in the notice may result in acceleration 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; breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 uniess applicable law provides atherwise). The notice shall specify: (a) the default; (b) the action required to cure the 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's NON-DAIFORM COVENAUS. Borrower and Lender further covenant and agree as follows:

WA COMMISSION EXPIRES 9/17/90	LOAN ASSOCIATION OF ILLINOIS 2454 DEMPSTER 2454 DEMPSTER
HORD IMBHS HORD IMBHS ADMINISTRIC OF ILLINDIS ADMINISTRACION EVENES OF ILLINDIS	THE TALMAN HOME PEDERAL SAVINGS AND
" OFFICIAL SEAL "	RECORD AND RETURN TO:
Mounty Public	DES PLAIUES, IL 60016 DES PLAIUES, IL 60016
	My Commission expires: 9–17–90
68 61, Yiennet to yeb	Given under my hand and official seal, this
	set forth.
free and voluntary act, for the uses and purposes therein	signed and delivered the said instrument as
me this day in person, and acknowledged that T heY	subscribed to the foregoing instrument, appeared before
me to be the same person(s) whose nariet? ARE	, personally known to
AND JACQUELINE BOGDANSKI, HUSBAND AND	do hereby certify that CASIMER J. BOGDANSKI
, a Notary Public in and 101 wid county and state,	I, THE UNDERSIGNED
County ss:	STATE OF ILLINOIS, COOK
Line Fot Acknow "	Space Below This
(Scal).	_
-Bottower	
(Seal)	
JACQUELINE BOGDANGKI/HIS WIFE -Borrower (Scal)	
CASIMER 1 BOGDANSKI BOLLOWEL	
(less) Sadarobe (Seal)	,
s to the terms and covenants contained in this Security orded with it.	Instrument and in any rider(s) excented by Borrower and reco
"	nymy flas w (E! [Viloage] (2) noth (X
it Development Rider	Graduated Laynrant Rider Planned Uni
m Rider 🗀 2-4 Family Rider	Instrument. [Check applicable box(es)]
inders are executed by Borrower and recorded together with change that smend and another with such such sight in the factority were a part of this Security.	this Security (1.5) rument, the covenants and agreements of this Security
Chomestead exemption in the Property.	22. Waiver of Homestead, Borrower waives all right o
21, Release. Upon payment of all sums secured by this Security Instrument, Lender shalt release this Security Instrument without charge to Borrower. Borrower shalt pay any recordation costs.	
costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security instrument.	

BOX 333 - TH ATTENTION: NANCY GIUSTINO DES PLAINES, ILLIMOIS 60016 UNIFORM COVENANTS BOY over and Lender covenant and large 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 eserow 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. 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 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) eld 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 Lende. 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 (h) 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 lieu y nich 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 ii in 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 (e) 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 on or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements how existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended or verage" 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 sna's include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Born wer shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall rive 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 hearity 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 poid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the as rance 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.

occurred. However, this right to reinstate shall not apply in the case of acceleration under participals 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by 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 occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this 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

18, Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

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

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 and Borrower is not a natural interest in it is sold or transferred and Borrower is not a natural

Note are declared to be severable. which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security materiment or the Note

jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the 15. Governing Law; Severability. This Security Instrument shall be governed by fed its naw and the law of the

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

14. Notices. paragraph 17. permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies

rendering any provision of the Note or this Security Instrument unenfor set ole according to its terms, Lender, at its option, If enactment is expiration of applicable laws has the effect of 13, Legislation Affecting Lender's Rights.

partial prepayment without any prepayment charge under the Notecharges, and that law is finally interpreted so that the lam secured by this 2 sourity Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the lam charges collected or to be collected in connection with the loan exceed the permitted limits, thet: (a) any such loan charge shall be reduced by the amount necessary to reduce 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. If a refund reduces principal, the reduction will be treated as a under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge the Mote.

that Borrower's consent. 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 interest in the Property and it the terms of this Security Instrument; (b) is not personally obligated to pay of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey Instrument only to mortgage, grant and convey 11. Successors and Assir, as Lound; 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

shall not be a waiver of or preclude the exercise of any right or remedy. payment or otherwise modify innotization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Lo rower's successors in interest. Any forbeatance by Lender in exercising any right or remedy Lender shall not be riquited to commence proceedings against any successor in interest or refuse to extend time for

postpone the dut dute of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Borrov et Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of an it sation of the sums secured by this Security Instrument granted by Lender to any successor in interest of Botrower's full 1 to operate to release the liability of the original Borrower's successors in interest.

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

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to paid to Borrower

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

assigned and shall be paid to Lender. 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

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the If Lender required mortgage insurance as a condition of making the losn secured by this Security Instrument.

UNOFFICIAL COPY

BIWEEKLY PAYMENT RIDER

(FIXED RATE)

THIS BIWEEKLY PAYMENT RIDER is made this 25TH day of JANUARY

19 89 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 Note (the "Note") to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF (the "Lender") of the same date and covering the property described in the Se
ILLINOIS curity Instrument and located at:

1103 SOUTH SALEM DRIVE, SCHAUMBURG, ILLINOIS 60193

Property Address

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

A. BIWEEKLY PAYMENTS

The Note provides to the Borrower's biweekly loan payments and the termination of the Borrower's right to make the biweekly payr ents as follows:

- 1. (omitted)
- 2. INTEREST

The interest rate required by Section 2 of the Note will increase 0.25% if the Note Holder exercises its option to terminate biweekly payments pursuant to Section 7(C) of the Note and this Rider.

- 3. PAYMENTS
 - (A) Time and Place of Payments

I will pay principal and interest by making payments every fourteen calendar days (the "biweekly payments"), beginning on MARCH 9 19 89 . I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly or any monthly payments will be applied to interest before principal.

I will make my biweekly or any monthly payments at 4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634 or at a different place if required by the Note Holder.

(B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U.S. \$ 279.23

(C) Manner of Payment

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Note Holder. On or before the date of this Note, I will cause the Note Holder to have in its possession my written authorization and voided check for the account from which my biweekly payments will be deducted. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due. I will not change the account from which my biweekly payments are deducted to a new account with the Note Holder without the prior written consent of the Note Holder.

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

4. TERM

If I make all by biweekly payments on time and pay all other amounts owed under this Note, I will repay my loan in full on FEBRUARY 25, 2010 , which is called the "Maturity Date". If on the Maturity Date, I still owe amounts under this Note, I will pay those amounts in full on that date.

- 5. (omitted)
- 6. (omitted)

89047187

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7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder does not receive the full amount of any biweekly payment on the date it is due, I will pay a \$25.00 processing charge to the Note Holder. If the Note Holder has not received the full amount of any biweekly or monthly payment by the end of \$15\$ calendar days after the date it is due, I will pay a tate charge to the Note Holder. The amount of the charge will be \$5\$ % of my overdue payment of the principal and interest. I will pay this late charge and processing charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of my biweekly or monthly payment on the date it is due, I will be in default.

(C) Conversion From Biweekly Payments

If any one of the following conditions exist, the Note Holder may increase the interest rate pursuant to Section 2 above aid the amounts of future payments due under the Note and change the due date of each such payment from biweekly to monthly (this is called a Conversion);

- i) I fail to deliver my written authorization and voided check as required under Section 3(C) above;
- ii) I fail to main air, the account I am required to maintain under Section 3(C) above;
- iii) If for any reason (ir cluding but not limited to insufficient funds or unavailable funds in my account or processing errors made by an entity other than the Note Holder) the Note Holder is unable to deduct the full biweekly nayment due on any three biweekly payment due dates during any twelve consecutive months of the loan term.

Upon conversion, automatic deductions will cease. All monthly payments will be due on the first day of each month and must be remitted by me ans other than automatic deduction. Once converted, payments can never be changed back to biweekly due dates.

The Note Holder will determine my new payments by calculating an amount sufficient to repay the balance which would be owed under the Note (assuming a payments had been made on time) at the increased interest rate in substantially equal monthly installments from the effective date of the interest rate increase to the Maturity Date. As soon as the Note Holder electric convert payments to monthly due dates, a Conversion Notice will be sent to me specifying the effective date of the change to monthly due dates; the amounts of the new monthly payments: the new interest rate; the effective date of the interest rate increase; and the aggregate amount of any past due payments. The effective date of the change to monthly due dates will, however, precede the effective date of the interest increase. Monthly payments which precede the effective date of the interest rate increase will be calculated at the original interest rate and may include interest and principal payments for any number of days which fall between the last biweekly payment due date and effective date of change to monthly due dates. The amounts of these monthly payments will also be set forth in the Conversion Notice. After Conversion, will pay all sums due, pursuant to the Conversion Notice, and if I still owe amounts under this Note on the Maturity Date, I will pay those amounts in full on that date in accordance with Section 4 above.

B. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

- 1. Until Borrower's right to make biweekly payments is terminated under the conditions called in Section A of this Biweekly Payment Rider, the Security Instrument is amended as follows:
 - (a) The word "monthly" is changed to "biweekly" in the Security Instrument wherever "monthly" appears.
 - (b) In Uniform Covenant 2 of the Security Instrument ("Funds for Taxes and Insurance"), the words "one-twelfth" are changed to "one twenty-sixth."
- 2. If Lender terminates Borrower's right to make biweekly payments under the conditions stated in Section A of this Biweekly Payment Rider, the amendments to the Security Instrument contained in Section B1 above shall then cease to be in effect, and the provisions of the Security Instrument shall instead be in effect without the amendments stated in this Biweekly Payment Rider.

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

CASIMER J BOGDANSKI (Seal)
BORDANSKI BORDOWER

___(Seal)

JACQUELINE BOGDANSKI/HIS WIFE

Borrower