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TRAN 6130 03/30/89 09:34:00 T#4444 #7481 # D *--BP--138527 CODE COUNTY RECORDER

9040-800277-2

MORTGAGE

19....89. Th mortgagor isRICHARD. CARR. AND. ULRIKE. M. ... CARR. HUSBAND. AND. WIFE.....("Borrower"). This Security Instrument is given to ... Security-Financial 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 perior mance of Borrower's covenants and agreements under this Security Instrument and

LOT 178 IN WILLIAM ZELOSKY'S MILWAUKEE AVENUE ADDITION TO WHEELING IN SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

INDEX NO. 03-02-311-005

Clart's Office

which has the address of272N9thStW	neelingyLL	{Cily}
Illinois60090	operty Address");	

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

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

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

Form 9 48 9 9 1 1 20/ 83

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concerting payment at the Note rate and shall be payable, with injerest, aponice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from kith grounds disbursed by Lender under this paragraph? Shall become additional debt of Borrower secured by the

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

Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Atthough in the Property. Lender's actions may include paying any sums secured by a fien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights render's rights in the Property (such as a proceeding in bankrupicy, probate, for condemnation or to enforce laws or 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

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

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantial generation and Property of 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. (he lease, and if Borrower acquires fee title to the Property. (he lease, and if Borrower acquires fee title to the Property.

instrument immediately prior to the acquisition. 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 proceeds to principal shall not extend or proceeds for amount of the payments. If and 2 or change the amount of the payments in paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies, on proceeds resulting from the property is acquired by Lender, Borrower's right to any insurance policies, or proceeds resulting from the property of the property is acquired by the proceeds resulting from the property is acquired by this Society.

when the notice is given.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceed, shall be applied to restoration or repair carrier and Lender. Lender may make proof of loss if not made promptly by Brirewer.

Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices, in the event of loss, No. tower shall give prompt notice to the insurance

All insurance policies and renewals shall be acceptable to Leaver and shall include a standard mortgage clause. unreasonably withheld.

insurance carrier providing the insurance shall be chosen by Bo ro ver subject to Lender's approval which shall not be requires insurance. This insurance shall be maintained in the anounts and for the periods that Lender requires. The 5. Hazard Insurance. Borrower shall keep the imp overnents now existing or hereafter erected on the Property insured against loss by fire, hazards included within the lever "extended coverage" and any other hazards for which Lender

of the giving of notice.

notice identifying the lien. Borrower shall satisfy the iden or more of the actions set forth above within 10 days faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the first to this Security, instrument, it Lender determines that any part of the Property is subject to a lien which may attain prority over this Security, instrument, Lender may give Borrower in Property is subject to a lien which may attain prority over this subject to a lien which may attain or over this subject to a lien which may attain or over this subject to a lien which may attain or over the lies subject to a lien which may attain or over this subject to a lien which may attain or over this subject to a lien which may attain or over this subject to a lien which may attain or over the lies are the fact of the automater than the lien are the lient and the lient of the automater than the lient are the lient and the lient are the lient and the lient are boog, in selection (d) payment of the payment of the selection in a manner acceptable to hender; (b) contests in good

Borrower shall prompily discharge any lien which has priority over this Security Instrument unless Borrower: (a) receipts evidencing the payments.

forcower shall pay these oblig "lons in the manner provided in paragraph 2, or if not paid in that manner, Borrower'shall promptly furnish to Lender all notices of aniquats to be paid under this paragraph. It 9 acrower makes these payments directly, Borrower shall promptly furnish to Lender to be paid under this paragraph. It 9 acrower makes these payments directly, Borrower shall promptly furnish to Lender to be paid under this paragraph. Note; third, to amo intepsyable 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, ittairy.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the

application as a crudit against the sums secured by this Security Instrument. than immediate to prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Fund. Leid by Lender, Lender shall apply, no later

amount necessary 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 escrow items when due, Borrower shall pay to Lender any at Borrower's option, either prompily repaid to Borrower or credited to Borrower on monthly payments of Funds. If the the due dates of the eserow items, shall exceed the amount required to pay the eserow items when due, the excess shall be,

If the amount of the Eunds held by Lender, together with the future monthly payments of Funds payable prior to

this Security Instrument.

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 requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the eserow items.

The Funds shall be field in an institution the deposits or accounts of which are insured or guaranteed by a federal or basis of current data and reasonable estimates of future escrow items.

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 leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) 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 Mote, until the Mote is paid in full, a sum ("Funds") equal to

the principal of and interest on the deht evidenced by the Note and any prepayment and late charges due under the Note. UMFORM Covenants — Borrower and Lender.covenant and Late Charges. — Borrower shall prompily pay when due scipal of and interest on the debt evidenced by the Note and any preparate charges.

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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 settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

to the sums secured by this Security Instrument, whether or not then due.

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

10. Borrover of Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amodification 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 a nortization 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 by no fit 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: (1) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property and er the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; ind (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 to range sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may charge to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refuel reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

If enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. 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 !...trument 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 Instructure 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 entice 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 Lorder when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal I w 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 Note which can be given effect without the conflicting provision. To this end the provisions of this Security in a ument 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 Secur ty 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 fien 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.

87109 STO Lombard, Ill 2821 South Fairfield, Suite A D/B/A Metro East Security Mortgage Corp. Security Financial & Mortgage Corporation Return To: This instrument was prepared by Attorney Michael L. Sorgi.

Ocumission Expires 188: 28, 1990 My Commission expires: Christine Jaskulski Motary Public, State of Ulinois Notary Public, State OFFICIAL SEAL ρλ

The foregoing instrument was acknowledged belore me this March 21, 1989

es Kiuno SIVIE OF ILLINOIS, (Seal). (Iss2).

By Signing Below, Bortow, accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Dortower and recorded with it.

🛴 Other(s) [specify] 📈 Planned Unit Development Rider 🔲 Graduated Paymert Rider

> Condominium Rider Adjustable Rate Rider Instrument. [Check arrolled box(es)]

supplement the cour, and a greements of this Security Instrument as if the rider(s) were a part of this Security this Security Instrucent, the covenants and agreements of each such rider shall be incorporated into and shall amend and 23, Ricors to this Security Instrument, If one or more riders are executed by Borrower and recorded together with

22. We'ver of Homestead, Borrower waives all right of homestead exemption in the Property.

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

21, Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security 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. the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the appointed 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

but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security Instrument without turther demand and may foreclose this Security Instrument by Judicial proceeding. 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 nited Borrower of the right to reinstate after acceleration and the right to assert in the forcelosure proceding the nonsecured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums default; (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

NOW. UNFORM COVENAUTS. Borrower and Lender further covenant and agree as follows:

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THIS ADJUSTABLE RATE RIDER is made this 21st day of March 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 Adjustable Rate Note to SECURITY FINANCIAL & MORTGAGE CORPORATION, DBA METRO EAST SECURITY MORTGAGE CORPORATION (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

> 272 N. 9th St. Wheeling, IL, (Property Address)

The Note contains provisions allowing for changes in the interest rate. If the interest rate increases, the Borrower's monthly payments will be higher. If the interest rate decreases, the Borrower's monthly payments will be lower.

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

A. LETKREST RATE AND HOWITELY PAYMENT CHANCES

9.900 %. Section 4 of the Note provides for The Note provides for an initial interest rate of changes in the interest rate and the monthly payments, as follows:

INTEREST RATE AND PONTHLY PAYMENT CHANGES

(A) Change Dates

1990 April The interest rate 1 111 pay may change on the first day of _, and on that day of the month every twelve months thereafter. Each date on which my interest rate could change is called a "Change Date".

(E) The Index

Beginning with the first Change Date, my interest rate will be based on an "Index". The Index is the national monthly median annualized cost of funds for FSLIC insured institutions as made available by the Federal Hom. Loan Bank Board. The most recent Index figure available as of 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 to der will give me notice of its choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two and ninety-five hundreths percent (2.95%) 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%). This rounded amount will be my new interest the until the next Change Date, subject to the following interest rate limitations:

The interest rate shall not be increased or decreased on the first change (i) date by more than o_{ne} percent (1.000) per annum from the original interest rate.

(ii) The interest rate shall not be increased or decreased on each subsequent change date by more than $\underline{\quad o_{ne} \quad}$ percent (1 000%) per annum from the interest rate in effect for the preceding twelve months.

(iii) The interest rate over the life of the loan shall never be adjusted more than Three percent (_______3.000 %, up or down from the percent (than Three original rate. The maximum interest rate on this 1/20 is 12.900

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

(D) Effective Date of Changes

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

(E) Notice of Changes

The Note Holder will mail or deliver to me a notice before each Change Date. The notice will advise me of:

the new interest rate on my loan as of the Change Date; (i)

the amount of my monthly payment following the Change Date; (11)

- any additional matters which the Note Holder is required to disclose; and (iii)
- the title and telephone numbers of a person who will answer any question (iv) I may have regarding the notice.

B. CHARGES; LIENS

Uniform Covenant 4 of the Security Instrument is amended to read as follows: 4. Charges; Liens. Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly discharge any lien which has priority over this Security instrument;

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however, Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument, Lender shall give Borrower a notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above . within ten days of the giving of the notice.

MOTICE

Uniform Covenant 14 of the Security Instrument is amended to read as follows:

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 Security Instrument shall be given by delivering it or by mailing it by first class mail 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 first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated hereis.

D. UNIFORM SECURITY IN TUNENT; GOVERNING LAW; SEVERABILITY

Uniform Covenant 15 of the Security Instrument is amended to read as follows:

15. Uniform Security in attument; Governing Law; Severability. This form of 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. This Security Instrument shall be governed by Federal 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 w'cr applicable laws, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROVER Uniform Covenant 17 of the Security Instrument is amended to read as follows:

17. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or an interest therein is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a latural person) without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this Security Institument to be immediately due and payable. However, this option shall not be exercised by

Lender if exercise is not authorized by Federal law.

If Lender exercises such option to accelerate, Lende, 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, in oke any remedies permitted by paragraph 18 hereof.

Notwithstanding a sale or transfer, Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has released Borrower in writing.

F. LOAN CHARGES

If the loan secured by the Security Instrument is subject to a law which reis 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 permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) 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 partial prepayment under the Note.
IN WITHESS WHEREOF, BORROWER HAS EXECUTED THIS ADJUSTABLE RATE RIBER.

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RICHARD CARRICLER	au (Seal
x Ulrila Ch. Cour	Borrowe
ULRIKE M. CARR	(Seal
	Borrowe
	(Seal
	Borrowe

(Sign Original Only)

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