FIRST AMERICAN BANK

7204392

4949 OLD ORCHARD ROAD SKOKIL, IL 60077

SEND RECORDED MORTGAGE TO SAME ADDRESS

89175361

THIS MORTGAGE ("Security Instrument") is given on Apr.11.19,

1989. The mortgagor is Ringt. American. Bank. as Erustus under trust. #FR9-121, dated.

3rd. Apr.11.1989. ("Borrower"). This Security Instrument is given to

First American Bank. which is organized and existing under the laws of Illinois. and whose address is

4949. Old. Orchard. Road. Skokiu. Illinois. 60076. ("Lender"). Borrower owes Lender the principal sum of Thras. hundred. Aghteen. thousand. seven hundred. Affry. dollars. and no. 1008. Dollars (U.S. \$.318.750.00.) This debt is evidenced by Borrower's note dated the same date as the Security Instrument ("Note"), which provides for monthly payments, with the full debt. If not ped earlier, due and payable on. May. 1. 2019. This Security Instrument secures to Lender: (a) the rep-yraent of the debt evidenced 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 domestic overants and agreements under the following described property located in Gook. County, Illinois:

LOT 7 IN ARMSTRONG'S SUBDIVISION OF THE NORTH 3 ACRES OF BLOCK 39 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS. P.I.N. 14-33-401-024-0000

TOOK COUNTY ILLINOIS

1170 / 12 20 FX 12: 30

89175354

TOOETHER 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.

ILLINOIS-Single Family-FHMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83 Bankforms, Inc.

33175361

5) oliana	My Commission Expires 7-29-1989  My Commission Expires 7-29-1989  My Commission Expires 7-29-1989	
B reple E. siland	i Eismine	
77		My Commission expires:
39\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	AT C. Sith Alex Of Sith Alex	Given under my hand and official s
Q	ψ <sub>1</sub> ν.	set forth.
or the uses and purposes therein	Nau Yasinulov bna soil 25.41	Insmurtent bias and besevited and bengie
Vəri 7 statt bagbəlwonaba	appeared before me this day in person, and	subscribed to the foregoing instrument, i
(s) whose name(s) (A.S	sonally known to me to be the same nerson(	naq
.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	3732 PN WAY DAY HOS	do hereby certify that
, state bna ythuos biae 103 bna ni	Public Public	The thirty a spring aff
sewaring— The Asia	County ss:	STATE OF ILLINQIS, COLOURS AND STATE
(luo2)	my french	
giinuse? sifti ni benisinos sinan	accepts and agrees to the terms and cove	BY SIGNING BELOW, Borrover Instrument and in any rider(s) executed by
		Other(a) [apecify] - 4 Fam
	Planned Unit Development Rider	Graduated Pay nyst Rider
rrower and recorded together with bus brama llada bra otni batana llada bra otni batana	ir waives all right of homestead exemption in them.  If one or more riders are executed by Boring agreements of each such rider shall be incorted of this Security Instrument as if the rider.  Condominium Rider	23, kirlen to this Security Instrum this Security Instrument, the covenants an
by which the default must be cured; y result in acceleration of the sums. Property, The notice shall further or feeding the non-re. If the default is not cured on or ment in full of all sums secured by natrument by judicial proceeding, sed in this paragraph 19, including, and of the Property and at any time in this paragraph 19, including, a person, by agent or by judicially person, by agent or by judicially in of the Property and to collect the rents of a to, receiver's fees, premiums on they individual in the acciver's fees, premiums on unity instrument.	om the date the notice is given to Borrower, in the date the notice may closure by judicial proceeding and saie of the stater acceleration and the right to assert in the off Borrower to acceleration and foreclosure ander at its option may require immediate pay in demand and may foreclose this Security it demand and may foreclose this Security insea incurred in pursuing the remediate provides and coats of title evidence, celeration under paragraph 19 or abandonmed entropy to take possession of and manage the iter upon, take possession of and manage the iter upon, take possession of and manage the iteritate collected by Lender or the receiver the icollection of rents, including, but not limite fees, and then to the sums secured by this Security accured by this Security and them to the sums secured by this Security Instrument.	and (d) that failure to cure the default on secured by this Security Instrument, fore-inform Borrower of the right to relatestee existence of a default or any other defense before the date specified in the notice, Les this Security Instrument without further this Security Instrument without further but not limited to, reasonable attorneys fe but not limited to, reasonable attorneys for prior to the expiration of any period of reprointed receiver) shall be entitled to end appointed receiver) shall be entitled to end appointed receiver) shall be entitled to end experiment of the Property including those past due. Any costs of management of the Property sand costs of management of the Property and reasonable attorneys.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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 escrow 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. 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 cotton, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

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 Ler de. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior ic the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law ravides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to late charges due unur 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. Borrov er iball 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 mayes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secul ed by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lie cin 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 lien to infa 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 tak (or e or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvement, yow existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" 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 shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borlov er shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall gree 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 security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any except paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the incurance 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 paragraphs 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this 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

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 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

federal law as of the date of this Security Instrument. secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums 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

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

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 Instrument or the Note jurisdiction in which the Property is located. In the event that any provision or clause of the Security Instrument or the 15. Coverning Law; Severability. This Security instrument shall be governed by testeral law and the law of the

dqatgataq eidt ni hrevided for in this Security Instrument shall be deemed to have been given to Borrowe, or Lender when given as provided mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to I ender's address are applicable address and the content of th

Any notice to Borrower provided for in this Securias Vastrument shall be given by delivering it or by 14. Notices.

71 dqargaraq may require immediate payment in full of all sums secured by this security instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of 13. Legislation Affecting Lender's Rights. If enactn est or expiration of applicable laws that the effect of rendering any provision of the Mote or this Security Instrument vientoreable according to its terms, Lender, at its option, To roofte and swal eldacilique to notatique to tee means it

partial prepayment without any prepayment charge under the Aote. under the Note or by making a direct payment to Borrower. If I refund reduces principal, the reduction will be treated as a permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded 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 If the loan secured by this Security Instrument is subject to a law which sets maximum toan 12. Loan Charges.

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

shall not be a waiver of or prejude the exercise of any right or remedy. by the original Borro ver at Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for puyment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made interest of Borrover shall not operate to release the liability of the original Borrower or Borrower's successors in interest. modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in

pensipone the date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Decower Not Released; Forbearance By Leader Not a Walver. Extension of the time for payment or Unless Lender 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. 8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

maurance terminates in accordance with Botrower'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 loan secured by this Security Instrument.

### Assignment of Rents

THIS 1-4 FAMILY RIDER is made t	his 19th day of APTIL.		
and is incorporated into and shall be deem	ied to amend and supplement the	Mortgage, Deed of Trust or Security D	leed
(the "Security Instrument") of the same d			
First. America	n, Bank	(the "Lende	er'')
of the same date and covering the propert	y described in the Security Instru	ment and located at:	
1952 N. Lincoln	Chicago	Illinois	
	[Property Address]		•

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUBCANTIATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
  - D. "BORROWER'S CHT TO REINSTATE" DELETED, Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument. Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefact of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional recurity only.

If Lender gives notice of breach to Borrower: (i) all ents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) cuels tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the Jenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may up so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts	and agrees to the terms and provisions contained in that 1-4 Family Rider.
The state of the s	(Scal) Borrower
	Borrow
	for Backetim
	Justine Attack

# DJUSTABLE RATE RIDER

(3 Year Trensury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is ma	de this1.25h, day of	April	
incorporated into and shall be deemed to amend.	and supplement the Mortgage	e. Deed of Trust	or Security Deed title
"Security Instrument") of the same date given by	the undersigned (the "Borre	wer") to secure	Borrower's Adjustable
Rate Note (the "Note") to	.AmericanBunk		
(	the "Lender") of the same dut	e and covering th	e property described in
the Security Instrument and located at:	·	•	
1952 N. Lincoln	Chic	:ago	Illinois
	[Property Address]	***************************************	***************************************

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

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

#### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of ....10.25...%. The Note provides for changes in the interest rate and the monthly payments, as follows:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

every 36th month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, 'ny interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 3 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two...and..three..... fourths............ percentage points (...2.75....%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate up it the next Change Date.

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

#### (1) Limits on Interest Rate Changes

OS PET than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 36 months. My interest 

#### (E) Effective Date of Changes

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

#### (F) Notice of Changes

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

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

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) 📂 without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferce to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.



If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of accordance tion. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed with which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to 16, expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider,

Clark's Office