BOX SOUNOFFICIAL COPYO

WHEN RECORDED MAIL TO

F RST NATIONWIDE BANK, A FEDERAL SAVINGS BANK LOAN FED DEPARTMENT P.O. BOX 348450 SACRAMENTO, CA 95834-8450 69381630

Prepared by: Mary E. Bertrand

72-21-342

\$16.00

(Space Above This Une For Resorbing Data)

000.020

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST OT, 1989
The mortgaga is UDHN K. MONEEL AND KAREN CASH VONEEL, HIS WIFE

/

("Borrower"). This Security Instrument is given to AV. BICCK & COVPANY, NO. , which is organized and existing under the laws of the state of New York , and whose address is 5 VARKE" SQLARE COURT, LAKE FOREST, IE 62345-8008

("Leader"). Borrower owes Leader the principal sum of

Dollars (U.S. \$ *****233 227 22). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on \$5275452 27 2073 . This Security Instrument secures to Lender: (a) the repayment 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 does hereby mortgage, grant and convey to Lender the following described property located in \$\$\text{County}\$. County, Illinois:

LOT 39 AND THE SOUTH 12 1/2 FEET OF LOT 40 N BLOCK TO IN COCHRAN SITH PO ADD TION TO EDGEWATER, BEING A SUBDIMISION OF THE EAST TIZ OF THE NORTH WEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, PANGE THE EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, IN NO S.

PERMANENT TAX NUMBER: 14-08-120-006-0000

2:25 3925.580

which has the address of

5335 NORTH EAKEWOOD AVENUE
DH DAGO, L 60640-0000
("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 prolits, 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.

CLOSER 10: 10:180 FNMA FmLMC Uniform Instrument 3014-12-83 Page 1 of 4 A MC L0959 (R02) 5/89 (L + Single Family

CCF4 01 0F 03

Loan # 0044022351 Copies: 1 of 3 - Return to Lender 2 of 3 - Borrower

3 24 3 4 4 4

UNOFFICIAL COPY

Uniform Corenants, Borrower and Lender corenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges, Borrower shall gromptly 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 sun. ("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 excrow 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 option, either promptly repaid to Borrower at redited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items then due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as

required by Leader.

Upon payment is full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender 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 acquisitional or 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 Payment. 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 ply 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 pay in hat manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all votices of amounts to be paid under this paragraph. If Borrower makes these payments directly. Borrower shall promptly furnish to Lender eccipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (2) agrees in writing to the payment of the obligation secured by the lien in war oner acceptable to Leader; (b) contests in good 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 fien 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 one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance, Borrower shall keep the improvements now arising or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other its vards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Leader requires. The insurance carrier providing the insurance shall be chosen

by Borrower subject to Lender's approval which shall not be unreasonably withh 12.

All insurance policies and renewals shall be acceptable to Lender and shall include, standard mortgage classe. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall prompily give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance correspond Lender. I ender may make proof of loss if

not made promptly by Borrower

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be a plied to restoration or repair of the Property Unless Lender and Borrower otherwise agree in writing, insurance proceeds man be appeared to a second and a second analysis and Lender's security is not se seased. If the restoration or repair is not a seased of the restoration or repair is not a seased. 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 paid to Borrower, if Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance 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, y better 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 no en and 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 Payments 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property select 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 Leader agrees to

the merger in writing.

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 t, 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 attorney's fees and entering on the Property to make repairs. Although Lender may take action under this Paragraph", Lender does not have to do so.

Any amounts disbursed by Lender under this Paragraph " 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.

13180 CLOSER ID FNMA/FHLMC Uniform Instrument 3014-12/83 A 1 M2 Page 2 of 4 10959 (RO2) 5/89 IL - Single Family

Lean # | 0044022861 Copies | 1 | 2 | 4 | Return to Lender 2 21 3 - 32112641 3 21 3 - F/e

UNOFFICIAL COPY of

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 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 I and 2 or change the amount of such payments

10. Borrowen Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the run is 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 amortization of the sums secured by this Security Instrument by reacon of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Leader 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 Soveral Liability; Cosigners. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17. Borrower's corenants and agreements shall be you, and several. Any Borrower who cosigns this Security Instrument but does not execute the Note: (a) is cosigning this Security Instrument cuty to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend riodily, forbear or make any accommodations with regard to the terms of this Security

Instrument or the Note without that Borrower's correct.

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 fram charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any 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 my making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

exercises this option, Lender shall take the steps specified in the second paragraph of Paragraph 1

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

other address Lender designates by notice to annual of the paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the pursual of the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, which the Property is located to their provisions of this Security Instrument or the Note wherever he given effect without the conflicting to the shall not affect other provisions of this Security Instrument or the Note wherever he given effect without the conflicting to the shall not affect other provisions of this Security Instrument and the Note are declared to be a conflict without the conflicting to the shall not affect other provisions of this Security Instrument and the Note are declared to be a conflict without the conflicting to the shall not affect other provisions of this Security Instrument and the Note are declared to be a conflict without the conflicting to the shall not affect other provisions of this Security Instrument and the Note are declared to be a conflict without the conflicting to the shall not affect other provisions of this Security Instrument and the Note are declared to be a conflict without the conflicting to the shall not affect other provisions of this Security Instrument and the Note are declared to be a conflicting to the shall not affect other provisions.

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

If Lender exercises this option, Lender shall give Porrower 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 perpartied by this Security

Instrument without further notice or demand on Burrower.

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 162 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 attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Paragraphs 13 or 17.

COPY OF CF 03

UNOFFICIAL COPY

Non-Uniform Covenants, Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 1" unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by 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 attorney's fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the 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 attorney's fees, and then to the sums secured by this Security Instrument.

| 21. Release. Upon payment of all sums secured by this Security Instrument, Lende, charge to Borrower. Borrower shall pay any recordation costs. 22. Waiver of Homestead, Borrower waives all right of homestead exemption in the 23. Riders to this Security Instrument, If one or more riders are executed by Borrowert, the covenants and agreements of each such rider shall be incorporated into and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. | e Property: rrower and recorded together with this Securit I shall amend and supplement the covenants an |
|--|--|
| | l-4 Family Rider |
| By Signing Below, Borrower accept, and agrees to the terms and covenant in any rider(s) executed by Borrower and recorded with it. | s contained in this Security Instrument and |
| Touk. Mc Neel | 8 (7/89 |
| Lion Children | 8/7/89 |
| KAREN CASH MC NEEL | Sate |
| C | Jate |
| (Space Below This Line For Acknowledgment) | Date |
| STATE OF ILLINOIS | Tip: |
| COUNTY OF COOK SS. | CO |
| PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMEN IN PERSON, AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED T FREE AND VOLUNTARY ACT, FOR THE USES AND FURPOSES THEREIN SET F GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 7th D | IS WIFE LY KNOWN TO ME TO BE THE SAME KT, APPEARED BEFORE ME THIS DAY THE SAID INSTRUMENT AS THEIR |
| MY COMMISSION EXPIRES: Jank | rough |
| "OFFICIAL SEAL" Ernestine Yarbrough Notary Public, State of Illimois My Commission Expires 1/27/93 | en e 004402238" |
| CLOSER ID: 10188 Le FNMAFFHIMC Uniform Instrument 3014 12/83 Ce Page 4 of 4 A : MG L0959 (R02) 5/89 IL - Single Family COPY 01 OF 83 | epies: 1 of 3 - Return to Lender 2 of 3 - Borrower 3 of 3 - FVe |



RIDER TO SECURITY INSTRUMENT

DOC. 022

This Security Instrument Rider is attached to and made a part of a Security Instrument (Deed of Trust, Mortgage or Deed to Secure Debt) dated #USUS* 07, 1989 given by the undersigned (the "Borrower") to secure Borrower's Note to #W. BLOCK & COMPANY, PAC. (the "Lender") of the same date and shall be deemed to amend and supplement said Security Instrument.

Amended and Supplemental Provisions: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ASSUMPTION

Lender will consent to a transfer of the property subject to the Security Instrument if (i) the credit of Borrower's successor in interest meets the Lender's then current underwriting criteria, (ii) Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender; and (iii) Borrower's successor in interest pays to Lender an ariamption fee in an amount requested by Lender, which shall not exceed the amount requested by Lender for similar transactions.

B. INTEREST RAY & AND PAYMENT ADJUSTMENTS. The following paragraph is hereby added to the Security Instrument:

INTEREST RATE AND PAYMENT ADJUSTMENTS, The Promissory Note secured by this Security Instrument contains the following provisions:

"3. INTEREST RATE ADJUSTMENTS

(A) Definitions

TINDEXT MEANS THE WEEKLY AVERAGE VIELD ON UNITED STATES TREASIRAL SECURITIES ADJUSTED TO A COMPLANT. MATURITA OF TIMEAR, AS RUBE SHED BY THE FEDERAL RESERVE BOARD, AND THE EVENT SUCH INDEXT SITE HOLDER IN LABLE, INDEX SHALL MEAN A SUBSTITUTE INDEX SELECTED BAINOTE HOLDER IN COMPLIANCE WITH FEDERAL LAW, TOURPOINT INDEXT MEANS THE INDEX VALUE MADE AVAILABLE BY THE FEDERAL RESERVE BOARD 45 DAYS PRIOR TO EACH CHANGE DATE.

"MARGIN" The Margin is 2.8750%.

"FULLY INDEXED RATE" is the sum of the applicable Index value plus the Margin.

"INTEREST RATE" means the annual rate of interest charged on the principal balance of the loan from time to time.

"INITIAL INTEREST RATE" means the Interest Rate charged as of the date that Note is executed as shown in Section 2.

"CHANGE DATE" means each date on which the Interest Rate could change, which is the date on which every TWELFIH regularly scheduled monthly payment is due.

"THEN CURRENT INTEREST RATE" means, for the period prior to the first Interest Adjustment Date, the Initial Interest Rate. Thereafter, it means the Interest Rate after the most recent Change Date.

"PAYMENT ADJUSTMENT DATE" means the date on which each Payment Adjustment shall be effective, namely the first day of the month following each Change Date.

(B) INTEREST RATE ADJUSTMENTS:

I understand that on each Change Date, the Note Holder shall decrease, or may at its option, increase the Calculaters Rate as follows. Before each Change Date, the Note Holder will calculate the new Interest Rate by Calculate the new Interest Rate by Calculate the Note Holder the Note Holder and in Section X(A) above, to the Current Index to arrive the Fully Indexed Rate. The Note Holder then rounds the Fully Indexed Rate to the nearest one eighth of one Calculaters.

CLOSER ID: 10180
CAML Maximum interest Rate 1-4 Units
Page 1 of 2
L1117AT (R03) 2/89 NATIONWIDE

Loan # 9044022351 SRAT Copy T of 3 - Return to Lender L1117 89381680

UNOFFICIAL CC

percentage point (0.125%). This rounded amount, subject to the following limitations, will be the new Interest Rate until the next Change Date. The Interest Rate will never be increased or decreased on any single TW[⊕] Change Date by more than percent from the rate of interest in effect during the preceding TAELIE months. The Interest Rate will never be more than 14 Te G It will never be less than 5% below Initial Interest Rate. The fact that the Note Holder may not have invoked a permissible increase in whole or in part shall not be deemed a waiver of the Note Holder's right to invoke such an increase at a later time."

PAYMENTS

(C) Amount of Monthly Payments, Monthly installments of principal and interest will be due on the first day of each month. Commencing on (date set forth in the Note), my monthly payments will be U.S. \$ (amount set forth in the Note), subject to adjustment as follows: as of each Change Date, the amount of the monthly installments of principal and interest will be increased or decreased to an amount sufficient to repay the remaining Principal Balance in full at the Then Current Interest Rate in substantially equal payments by the Final Payment Date (a "Payment Adjustment"). Each Payment Adjustment shall be effective on the first day of the rooth following each Change Date."

IN WITNESS WHEREOF, Borrower has executed this Security Instrument Rider.

| 1.5 WILNESS WHEREOF, Dorrower has executed this Security Instrument Rider. | |
|--|-------------|
| Ox | |
| | |
| | |
| 4 | |
| · C | |
| | |
| John K. Marleel 2 8/7/89 | |
| JOHN K. MC NEEL | Date |
| ACULAN (1/2 MONIA) 8/2/2/89 | |
| KAHEN CASH MC NEEL | Date |
| | |
| | |
| | Çate |
| | |
| | 2-1- |

10180 CLOSER ID: CAML Maximum Interest Rate 1-4 Units Page 2 of 2 L1117A2 (RC3) 2/89 NATIONWIDE

0044022351 Loan # SRA2 Copy 1 of 3 - Return to Lender 11117