

B.W.
[Signature]

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This instrument was prepared by:
Rhonda M. Gullion

NORWOOD FEDERAL SAVINGS BANK
5813 NORTH MILWAUKEE AVENUE
CHICAGO, ILLINOIS 60646
Division of Deerfield Federal Savings

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90561417

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 2, 1990. The mortgagor is JOHN J. O'MALLEY and GERALDINE A. O'MALLEY, his wife, ("Borrower"). This Security Instrument is given to NORWOOD FEDERAL SAVINGS BANK, Division of Deerfield Federal Savings, which is organized and existing under the laws of the United States of America, and whose address is 5813 North Milwaukee Avenue, Chicago, Illinois 60646-9952 ("Lender"). Borrower owes Lender the principal sum of FIFTY THOUSAND and NO/100***** Dollars (U.S. \$50,000.00****). 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 December 1, 2020. 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 costs 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 COOK County, Illinois:

Lot 46 in Kinsey's Jefferson Park Subdivision No. 2, a Subdivision of Lots 1 and 2 in the Subdivision of Lot 8 in the Subdivision by the executrix and executors of the Estate of Sarah Anderson (deceased) of the Southeast 1/2 of the Northwest 1/4 of (North of the Indian Boundary Line) Section 9, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PTN:13-09-132-008

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DEPT-01 RECORDING \$17.25
\$4366. TRAN 2052 11/16/90 11:05:00
2/60P H *-90-561417
COOK COUNTY RECORDER

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which has the address of 5255 N. Liano Avenue, Chicago,
[Street] (City),
Illinois 60630 ("Property Address"); [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water 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 seized 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.

(Seal)

Notary Public

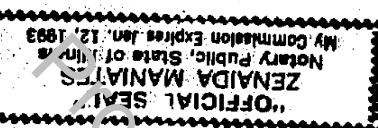
19.90

My Commission Expires: January 12, 1993

2nd

Witness my hand and official seal this 19.90
They executed said instrument for the purposes and uses herein set forth.

I, JOHN J. O'MALLEY and GERALDINE A. O'MALLEY, his wife, persons personally appeared before me and I (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument,
have executed same, and acknowledge said instrument to be their, free and voluntary act and deed and that
I, JOHN J. O'MALLEY and GERALDINE A. O'MALLEY, his wife, persons personally appeared
before me and I (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument,
have executed same, and acknowledge said instrument to be their, free and voluntary act and deed and that



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Instrument and in my (her) capacity as Borrower and recorded with it, in this Security
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security
Instrument. The covenants and agreements of each such rider shall be incorporated into and shall amend and
supplement this instrument. If one or more riders are executed by Borrower and recorded together with
riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with
this Security, the covenants and agreements of each such rider shall be incorporated into and shall amend and
supplement this instrument. (Check applicable box(es))
John J. O'Malley
X John J. O'Malley
Borrower
(Seal)
Geraldine A. O'Malley
X Geraldine A. O'Malley
Borrower
(Seal)

22. Waiver of Homeestead. Borrower waives all right of homestead excepted
Instrument without charge to Borrower. Borrower shall pay any recording costs.
23. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security
to the beneficiary including those past due. Any rents collected by Lender or the receiver shall be paid first to the
beneficiary including those past due, take possession of and manage the property by judgment
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judgment
or otherwise) shall be entitled to enter upon, take possession of and manage 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 judgment
or otherwise) shall be entitled to collect all rents due and to collect the rents of the property
before the date specified in the notice, Lender at its option may foreclose this instrument in full of all sums secured by
this Security instrument without further demand and may require immediate payment of all sums secured by
before the date specified in the notice, Lender to accelerate and foreclose. If the default is not cured or
foreclosed by the borrower or any other deferee of Borrower to assert in the right to proceed
foreclosure of the instrument and the right to proceed in the non-
foreclosed by this Security instrument, foreclosure by judgment, foreclosure after acceleration of the sum
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum
and (e) a date, unless the notice given to Borrower, by which the deferee must be cured;
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; (d) the date
acceleration follows under paragraph 13 and 17
13. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's
breach of any covenant in this Security instrument (but not prior to acceleration under paragraph 13 and 17
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; (d) the date
acceleration follows under paragraph 13 and 17
NON-UNIFORM GOVERNANTS. Borrower and Lender further agree as follows:

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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 option, 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 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 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 provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied, first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the 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 lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take 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 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, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give 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 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, 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.

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18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have application of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as necessary) for remedying a default under this Security Instrument; or (b) entry of a judgment against Borrower for the amount of any deficiency after sale of the Property pursuant to any Power of Sale contained in this Security Instrument.

19. Borrower's Right to Retain Title. If Borrower meets certain conditions, Borrower shall have the right to have application of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as necessary) for remedying a default under this Security Instrument; or (b) entry of a judgment against Borrower for the amount of any deficiency after sale of the Property pursuant to any Power of Sale contained in this Security Instrument.

11. Lennder shall give Borroower notice of acceleration, if he notice shall provide a period of notice less than 30 days from the date the notice is delivered to Borroower fails to pay less sums prior to the expiration of this period, Lennder may invoke any of Lennder's remedies permitted by this Security Instrument without further notice or demand on Borroower.

16. Borrower's Copy, Borrower shall be given one copy of the Note and of this Security Instrument.
 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, at its option, requiring 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.

which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. **Governing Law; Severability.** 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 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.

14. notices. Any notice to Borrower provided for in this Security Instrument shall be given by 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 given by mail shall be deemed to have been given to Borrower or Lender when given as provided
15. notices. Any notice to Lender shall be given by mail unless applicable law requires use of another method. The notice shall be directed to the property address or any other address Lender designates by notice to Borrower. Any notice given by mail to Lender shall be deemed to have been given to Lender when given as provided

13. **Laws** - **Legislative Action** **Afforded Lennder's Rights.** If enactment of legislation or application of laws has the effect of permitting immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies may require immediate payment in full of all sums secured by this Security Instrument according to its terms. Lennder, at his option, renders any provision of this Note or this Security Instrument unnecessary according to its terms. Lennder, at his option, may take the steps specified in the second paragraph of paragraph 17.

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 (b) any sums already collected from Borrower which exceed the 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 refinance reduces principal, the reduction will be treated as a prepayment without any premium charged under the Note.

11. **Succesors and Assigins Rule; Joint and Several Liability; Co-signer.** The covenants and agreements of this Security instrument shall be joint and several covenants and assigins of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's successors and assigns shall be joint and several. Any Borrower who co-signs this Security instrument but does not execute the Note, (c), is co-signing this Security instrument only to mortgage and convey the sums secured by this 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 pay the sums secured by this Security instrument, and (c) agrees that Lender and any other Borrower or make any accommodations within the terms of this Security instrument or the Note without modifying, forbearance or consent.

shall not be a waiver of or preclude the exercise of any right or remedy by virtue of which it may recover damages in respect of any loss or damage suffered by reason of any breach of contract.

iii. - An award or settle a claim for damages, borrower shall to respond to Lender within 30 days after receive the notice is given, - Lender or beneficiary to collect the proceeds, borrowee shall supply the instrument, either to restoration or repair of the property or to the sum specified in the instrument, otherwise it's security interest will be released, unless the party to whom the instrument is delivered, and Borrower agree in writing, any application of proceeds to principal shall not exceed or unless L.

Assumed and shall be paid to Lender.

8. **Inspection.** Lennder or its agents may make reasonable entries upon and inspect certain parts of any property, or for conveyance in lieu of condensation, are hereby granted.

If Leender required mortgagage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium required to maintain the insurance until such time as the requirement for the insurance terminates in accordance with Leender's written agreement or applicable law.

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(1 Year Treasury Index — Rate Cap — Fixed Rate Conversion Option)

THIS ADJUSTABLE RATE RIDER is made this . . . 2nd . . . day of November . . . 19 . . . and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to . . . NORWOOD FEDERAL SAVINGS BANK . . . Division of Deerfield Federal Savings 5813 North Milwaukee Avenue, Chicago, Illinois, 60646 . . . (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

5255 N. Liano Avenue, Chicago, Illinois 60630

[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 ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.25%. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The adjustable interest rate I will pay may change on the first day of December, 19.91, and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable 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 1 year, 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 Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two and three quarter 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 until 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.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.25% or less than 8.25%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (.2.00%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 14.25%, which is called the "Maximum Rate."

(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 payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my adjustable 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. FIXED INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

5. FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Fixed Rate

I have a Conversion Option which I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the first Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date."

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John J. O'Malley
Borrower
(Seal)

X *John J. O'Malley*

John J. O'Malley
Borrower
(Seal)

X *John J. O'Malley*

By SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Adjustable Rate Rider.

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.

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. However, this option shall not be exercised by Lender if it causes or results in a violation of any federal or state law as of the date of this Security Instrument.

If Lender exercises this option, Lender may, at its option, require immediate payment of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if it causes or results in a violation of any federal or state law as of the date of this Security Instrument.

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the property or any interest in the property or a beneficial interest in Borrower under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument containing the Section C Conversion Option under the provisions of Uniform Covenant 17 of the Security Instrument shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect.

If Borrower exercises the option to require immediate payment in full, Lender shall give Borrower notice of demand on Borrower.

If Lender exercises the option to require immediate payment in full, Lender may invoke any remedies permitted by this Security Instrument within 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.

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 transferor to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in this Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender ceases to be in writing.

By the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is accepted by the Lender made to the transferee; and (b) Lender reasonably determines that Lender to evaluate the intended transaction to be submitted to Lender information required by Lender to evaluate the intended transaction causes to be submitted to Lender also shall not exercise this option if a new loan by Lender law as of the date of this Security instrument. However, this option shall not be exercised by Lender if Lender also shall not exercise this option if (e) Borrower secures to this Security instrument, Lender also shall not exercise this option if (f) Lender in it is sold or transferred (g) if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person without Lender may, at its option, require immediate payment in full of all sums in it is sold or transferred (h) if a beneficial interest in Borrower, if all or any part of the property or any interest in the property or a beneficial interest in Borrower under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Conversion Option under the provisions of Uniform Covenant 17 of the Security Instrument is amended to read as follows:

1. Until Borrower exercises the Conversion Option stated in Section B of this Adjustable Rate Rider, Uniform Conversion Option under the provisions of Uniform Covenant 17 of the Security Instrument is amended to read as follows:

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment due to me monthly pursuant to the unpaid principal balance on the date of my monthly payment or my monthly payment. Beginning with my first monthly equal payments after the conversion Date, I will pay the new amount by date of my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount due monthly thereafter until the Note Holder has received the principal balance on the date of my monthly payment or my monthly payment.

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment due to me monthly pursuant to the unpaid principal balance on the date of my monthly payment or my monthly payment. Beginning with my first monthly equal payments after the conversion Date, I will pay the new amount by date of my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount due monthly thereafter until the Note Holder has received the principal balance on the date of my monthly payment or my monthly payment.

(C) New Payment Amount and Effective Date

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment due to me monthly pursuant to the unpaid principal balance on the date of my monthly payment or my monthly payment. Beginning with my first monthly equal payments after the conversion Date, I will pay the new amount by date of my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount due monthly thereafter until the Note Holder has received the principal balance on the date of my monthly payment or my monthly payment.

(D) Calculation of Fixed Rate

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment due to me monthly pursuant to the unpaid principal balance on the date of my monthly payment or my monthly payment. Beginning with my first monthly equal payments after the conversion Date, I will pay the new amount by date of my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount due monthly thereafter until the Note Holder has received the principal balance on the date of my monthly payment or my monthly payment.

If I want to exercise the Conversion Option, I must first meet certain conditions. These conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a cover-charge fee of U.S. \$ 250.00; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.