COOK COUNTY, ILLINOIS FILED FOR RECORD

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\$ 17.00

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MORTGAGE

THIS MOP', G.\GE ("Security Instrument") is given on November MICHAEL P. FOGEL and CHARLOTTE A. MILLER A/K/A CHARLOTTE FOGEL The inortgagor is

HIS WIFE ("Borrower"). This Security Instrument is given to HOUSEHOLD BANK f.s.b., A FEDERAL SAVINGS BANK , which is organized and existing under the laws of THE IJNITED STATES OF AMERICA and whose address is 255 EAST LAKE STREET, BLOOMINGDALE, ILLINOIS 60108 ("Lender").

Borrower owes Lender the principal sum of

Two Hundred Thirty Four Thousand and no/100 -

----- Dollars (U.S. \$ 234,000.00). This debt is evidenced by Borrower's note dated the same date as this Security ...s'.ument ("Note"), which provides for monthly payments, with the full debt, if not paid December . 2020 earlier, due and payable on 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 bur over's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby montained, grant and convey to Lender the following described property located COOK County, Illinois:

PIN #20-11-110-013-0000

THE NORTH 25 FEET OF LOT 25 AND THE SOUTH 25 FEET OF LOT 26 (EXCEPTING THEREFROM THE SOUTH 2 FEET OF THE WEST 38 FEET, THE REOF SAWYER'S RESUBDIVISION OF BLOCK 5 IN DREXEL AND SMITH SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, WAGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of

4908 S. ELLIS AVENUE

CHICAGO

[City]

tilinois

60615 [Zip Code]

to in this Security Instrument as the "Property".

[Street] ("Property Address");

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

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

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 - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83 Amended 5/87

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10.50

UNIFORM COVENANTS. EDITONE and Center Covenant and Anyas as to lows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Betrower 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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the endry witems, 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 all of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under an igraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the said of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums should by this Security Instrument.

- 3. Application of Payr ants. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: [...], to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under ar graph 2; fourth, to interest due; and last, to principal due.
- 4. Charges; Liens. Borrower shall ray 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 provides in paragraph 2, or if not paid in that manner. Borrower shall pay them on time directly to the person owed payment. Lionager 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 profit, 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, egg 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 is unent. 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 princips that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender", an proval 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 lessance. 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, pay no real chabit aito mays' fees and antering on the Plotocky to make repairs. Although

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.

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 Heu 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 settly a slaim for damages, Borrower falls 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 Sorrower 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 such payments.

- 10. Borrower N. Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the Hability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence or ceedings 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 reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 11. Successors and Assigns Found; Joint and Several Liability; Co-signers. The covenants and agreements of this Security instrument shall baid aid benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenante and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only 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 Lenuer and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from porrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be useful 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 according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and me, in oke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by irst class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 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 or clause of this Security Instrument, or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this 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, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or malled within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument.

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Sharon L. Collier Notary Public, State of Illinois My Commission Expires 2/24/93

"OFFICIAL SEAL"

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(Address)

255 E. LAKE STREET

(awen)

HWEKEN COMMISSION HORSEHOLD BANK VWX MYHTEE PREPARED BY AND MAIL TO: My Commission expires: Given under my hand and official seal, this November **397** 0661 set forth. free and voluntary act, for the uses and purposes therein THEIR as triemuritari bias eff berevileb bris bengia subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that his wife, personally known to me to be the same person(s) whose name(s) MICHAEL P. FOGEL and CHARLOTTE A. MILLER A/K/A CHARLOTTE POCEL do hereby certify that a Notary Public in and for and county and state, THE UNDERSIGNED Conulà sa: STATE OF ILLINOIS, [Space Below This Line For Acknowledgment] вмопов-(1005) Borrowei (MOS) CHARLO (TP yonog Borrowe (les2). in any rider(s) executed by Borrower and recorded with it. covenants contained in this BY SIGNING BELOW, Borrower accepts and agrees to the LAT Other(s) [specify]

[Check applicable box(es)]

Graduated Payment Rider

X Adjustable Rate Rider

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

Pl Condominium Rider

Tabia Inno Development Rider

22. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

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

21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument and reasonable attorney; fees, and then to the sums secured by this Security Instrument.

management of the consention of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds including those past die. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of receiver) shall be enjifed to enter upon, take possession of and manage the Property and to collect the rents of the Property prior to the exol. Then of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time paragraph 19, including, but not ilmited to, reasonable attorneys' fees and costs of title evidence. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this instrument without further demand and may foreclose this Security instrument by judicial proceeding. Lender at its option may require immediate payment in full of all sums secured by this Security acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert secured by this Security instrument, foreclosure by judicial proceeding and sale of the Property. The to cure the default on or before the date specified in the notice may result in acceleration of the sums from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall Borrower's breach of any covenant or agreement in this Security instrument (but not prior to 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

shall not apply in the case of acceleration under paragraphs 13 or 17. obligations secured heroby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate by this Security instrument shall continue unchanged. Upon reinstatement by Borrower, this Security instrument and the that the flen of this Security instrument. Lender's rights in the Property and Borrower's obligation to pay the sums secured including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure

1-4 Family Rider

THY

	THIS ADJUSTABLE RATE RIDER is made this 26th	day of N o	vember	, 19	_90, ε	and
is	s incorporated into and shall be deemed to amend and supplement	I the Mortgage,	Deed of Trust	or Security Deed (the	e "Security Instru	ıment"
	of the same date given by the undersigned (the "Borrower") to sect	ure Borrower's	Adjustable Rate	Note (the "Note") to	·	
	HOUSEHOLD BANK 196 255 E. LAKE STREET	BLOOM	AINGDALE. I	L 60108		
	(the "Lender") of the same date and covering the property described					
	•		.,			
4	4908 S. ELLIS AVENUE					
٤	CHICAGO, IL 60615	y Address]				
	THE NOTE CONTAINS PROVISIONS ALLOWING IS MONTHLY PAYMENT. THE NOTE LIMITS THE A RATE CAN CHANGE AT ANY ONE TIME AND THE PAY. THE NOTE ALSO CONTAINS THE OPTION	HT TRUOM/ NUMIXAM BE	E BORROW!	ER'S INTEREST E BORROWER M	IUST	RAT
fu	ADDITIONAL COVENANTS. In addition to the covenants urther covenant an (a) ree as follows:	and agreemen	its made in the	Security Instrument, I	Borrower and Le	ender
Α	A. ADJUSTABLE MATE AND MONTHLY PAYMENT C	HANGES				
	The Note provides for an initial interest rate of 8.000 ate and the monthly payments, as follows:	%. Th	e Note provides	for changes in the	adjustable intere	st
4.	. ADJUSTABLE INTEREST RATE AND MONTHLY PA	AYMENT CH	IANGES			
	(A) Change Dates					•
	The adjustable interest rate I will ply may change on the first da	ay of Decem	ber	, 19 .	<u>91 </u>	ınd 🤅
O	on that day every 12th month thereat.ar. Each date on which my a	djustable intere	st rate could ch	ange is called a "Ch	ange Date".	Č
	(B) The Index					Š
or Th	Beginning with the first Change Date, my adjustable interest rate in United States Treasury securities adjusted to a constant maturity the most recent index figure available as of the octo 45 days before	of 1 year, as r	made available b	y the Federal Reserv	ekly average yiel e Board.	id .
н	If the index is no longer available, the Note Holder vail choose a holder will give me notice of this choice.	a new index wh	ich is based up	on comparable inform	nation. The Not	le
	(C) Calculation of Changes					
eig	Before each Change Date, the Note Holder will calculate my new points (2.750 %) to the Current Index. The Note highth of one percentage point (0.125%). Subject to the limits stated with the next Change Date.	ra Floider will ti	hen round the re	esult of this addition	to the nearest of	one-
	The Note Holder will then determine the amount of the monthly appected to owe at the Change Date in full on the maturity date at a alculation will be the new amount of my monthly payment.					
	(Đ) Limits on Interest Rate Changes		し			
	The Interest Rate I am required to pay at the first Change Date	will not be grea	iter that	00	% or less th	
	6.000 %. Thereafter, my interest rate will neve we percentage points (2.0%) from the rate of interest I have been points be greater than 14.000 %, which is called the	eaying for the po	receding 12 mar			than
-				0,		
fire	(E) Effective Date of Changes My new interest rate will become effective on each Change Date, rst monthly payment date after the Change Date until the amount of				it beginning on t	the
	(F) Notice of Changes					
	The Note Holder will deliver or mail to me a notice of any change					
	efore the effective date of any change. The notice will include infor umber of a person who will answer any question I may have regard			jiven me and also th.	e title and teleph	none
В.	I. FIXED INTEREST RATE OPTION					
to	The notice provides for the Borrower's option to convert from an a fixed interest rate, as follows:	adjustable inte	rest rate with in	terest rate limits		
5.	FIXED INTEREST RATE CONVERSION OPTION					
	(A) Option to Convert to Fixed Rate					
	have a Conversion Option which I can exercise unless I am in defa					
	o so. The "Conversion Option" is my option to convert the interest		ired to pay by the	his note from an adju	ustable	
rai	ite with interest rate limits to the fixed rate calculated under Section. The conversion can only take place on a date specified by the N		ing the period b	eginning on the first		

effect the conversion.

MULTISTATE ADJUSTABLE RATE RIDER-ARM PLAN 579 - Single Family - Fannie Mae Uniform Instrument

the new fixed rate is called the "Conversion Date."

3111.FRM (09/88) CMS

Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert to

If I want to exercise the Conversion Option, I must first meet certain conditions. Those 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; and (iii) I must sign and give the Note Holder any documents the Note Holder requires to

My new, fixed interest rate will be equal to the Federal National Mortgage Association strequired in the tyleid as of a date and time of day specified by the note holder for (i) if the original term of this note is greater than 15 years, 30-year fixed rate mortgages covered by the applicable 60-day mandatory delivery commitments, plus 7/8 of one percentage point (0.875 %), rounded to the nearest one-eighth of one percentage point(0.125%), or (ii) if the original term of this note is 15 years or less. 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus 7/8 of one percentage point(0.875 %), rounded to the nearest one-eighth of one percentage point(0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under Section 5(B) will not be greater than the Maximum Rate stated in Section 4(D) above.

(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 that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in fulf on the maturity date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the maturity date.

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

1. Until Borrowr e ercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, 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 it a "proficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender my, e 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 it: (a) portowar causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being mad; to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the lisk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable haw, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferouter align an assumption agreement that is acceptable to Lender and that obligates the transferoute 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 acceleration. The notice shall provide a period of not less than 30 days are in 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.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contribed in Section C1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, as follows:

Transfer of the Property or a Beneficial Interest In Borro ver. 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 (or if a beneficial Interest in Borrower 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 immedia a payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if everu'se is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice chall 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 falls 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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Fider.

(Seal)

CHARLOTTE A. MILLER A/K/A

-Borrower

CHARLOTTE FOGEL

(Seal)

-Borrower

(Seal)