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

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless 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 such payments.

10. Borrower Not Released, Forbearance. By Lender Not a Waiver. Extension of the time for payment or modification of an authorization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise authorize 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 Bound; Joint and Several Liability; Co-signers. 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 covenants 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 Lender and any other Borrower may agree to extend, modify, forbear or make any accommodation 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 permitted to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded 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 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 according 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 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 first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or 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 mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of 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.

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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 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, 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 attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time 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 bond and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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

Adjustable Rate Rider
 Graduated Payment Rider

Condominium Rider
 Planned Unit Development Rider

1-4 Family Rider
 Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
Witnesses:

ATTEST: Peter Jung
Trust Officer

NBD TRUST COMPANY OF ILLINOIS, AS TRUSTEE (Seal)
TRUST AGREEMENT DATED JUNE 4, 1991 AND KNOWN
AS TRUST NO. 8360-NH-ND-901 (Seal)
Borrower

[Signature] (Seal)
Borrower Vice President & Trust Officer Borrower

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS,

County ss:

I, _____, a Notary Public in and for said county and state do hereby certify that _____ personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this _____ day of _____, 19____.

My Commission expires:

Notary Public

This Instrument was prepared by:
CAROL NILLS
LINCOLNSHIRE, IL 60069

91377290

PART HEREOF

SEE TRUSTEE'S RIDER ATTACHED

91377290

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Property of

RIDER ATTACHED TO AND MADE A PART OF

MORTGAGE

~~(TRANSFER AGREEMENT)~~
~~(EXTENSION AGREEMENT)~~
~~(ADDITIONAL ADVANCE AGREEMENT)~~
(Planned Unit Development Rider)

DATED June 6, 1991 UNDER TRUST NO. 4364-AH

This instrument is executed by NED TRUST COMPANY OF ILLINOIS, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by NED TRUST COMPANY OF ILLINOIS are under taken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against NED TRUST COMPANY OF ILLINOIS by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said NED TRUST COMPANY OF ILLINOIS, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon NED TRUST COMPANY OF ILLINOIS, personally or as said Trustee, to sequester the rents, issues and profits arising from the property in said trust estate, or the proceeds arising from the sale or other disposition thereof; but so far as said Trustee and its successors and said NED TRUST COMPANY OF ILLINOIS, personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment hereof, by enforcement of the lien heretofore created in the manner provided therefor and as provided in said note or by action to enforce the personal liability of the guarantor, if any.

It is expressly understood and agreed by every person, firm or corporation claiming an interest under this document, that NED TRUST COMPANY OF ILLINOIS shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from, or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any laws, suits brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

ATTACHED HEREON AND MADE A PART OF THIS INSTRUMENT

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LENDER'S # 09-58-35703

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 6TH day of JUNE, 1991, 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 Note to SEARS MORTGAGE CORPORATION, AN OHIO CORPORATION (the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:
1511 N PENDELTON CT., PALATINE, IL 60067

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS AND RESTRICTIONS CONTAINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 90-026423

(the "Declaration"). The Property is a part of a planned unit development known as Sanctuary Cove Subdivision

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage" then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association;

or
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

(Seal) Borrower

Trust Officer
MULTISTATE PUD RIDER - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT
FORM 7-18-90

(Seal) Borrower
NBD TRUST COMPANY OF ILLINOIS, AS TRUSTEE
TRUST AGREEMENT DATED JUNE 4, 1991 AND KNOWN
AS TRUST NO. 1364-AH and not personally.
Form 3150 12/83

XC5100D

By: _____
Vice President & Trust Officer

SEE TRUSTEE'S REPORT

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The Initial Modified Note Rate will be equal to the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year as published in the Federal Reserve Board's publication HR 15, 75 days prior to the Maturity Date, plus two and three-quarters percent (2.75%), rounded to the nearest one-eighth of one percentage point (0.125%). If the weekly average yield on United States Treasury

3. CALCULATING THE INITIAL MODIFIED NOTE RATE

If I want to exercise the Conditional Modification and Extension Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and CANNOT have been more than 30 days late on any of the 12 scheduled payments immediately preceding the Maturity Date; (3) no lien, other than the Security Instrument, may exist against the Property (except for taxes and special assessments not yet due and payable); (4) the Initial Modified Note Rate, as defined and calculated in Section 3 below, cannot be more than six percent (6%) above the Note Rate; (5) I must make a written request to the Note Holder as provided in Section 5 below; (6) I must pay to the Note Holder a non-refundable extension processing fee equal to one-quarter of one percentage point (0.25%) of the outstanding principal balance as of the Maturity Date, unless prohibited by applicable law; and (7) I must execute a modification agreement to extend the Maturity Date and establish the Initial Modified Note Rate.

2. CONDITIONAL REQUIREMENTS

At the maturity date of the Note and Security Instrument (the "Maturity Date") I will have the option to extend the Maturity Date 30 years and modify the Note Rate to a market level adjustable rate as determined in accordance with Section 3 below, if all the conditions provided in Section 2 below are met (the "Conditional Modification and Extension Option"). I understand the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, if those conditions are not met; and that in such event I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

1. CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS

ADDITIONAL COVENANTS: In addition to the covenants and agreements in the Note and the Security Instrument, the Borrower and the Lender further covenant and agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

The interest rate stated on the Note is called the "Note Rate". The date of the Note is called the "Note Date". I understand the Lender may transfer the Note, the related Mortgage, Deed of Trust or Security Instrument ("Security Instrument") and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder".

Property Address

PALATINE, ILLINOIS 60067

1511 N PENDELTON CT

covering the property described in the Security Instrument and located at:

the Borrower's Balloon Note (the "Note") to SEARS MORTGAGE CORPORATION, AN OHIO CORPORATION (the "Lender") of the same date and Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" or "I") to secure and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Instrument (the "Rider") is made this 6th day of JUNE, 1991

(Conditional Modification & Extension of Loan Terms)

10-YEAR BALLOON RIDER

LENDER'S # 09-58-35703

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RIDER ATTACHED TO AND MADE
MORTGAGE
(10-Year B...
ADDITIONAL...
EXTENSION...
GRADUATED...

DATED June 6, 1991

This instrument is executed by NED TRUST COMPANY OF ILLINOIS said, in the exercise of the power and authority conferred provisions, stipulations, covenants and conditions to be p taken by it solely as Trustee as aforesaid, and not indivi or in any previously executed document, whether or not ex individually or as Trustee as aforesaid, relating to the personal liability, if any, being expressly waived by e security hereunder. No duty shall rest upon NED TRUST C sequester the rents, issues and profits arising from th arising from the sale or other disposition thereof; bu NED TRUST COMPANY OF ILLINOIS, personally are concern the owner or owners of any indebtedness accruing here the payment hereof, by enforcement of the lien heret vided in said note or by action to enforce the perso

It is expressly understood and agreed by every pers document, that NED TRUST COMPANY OF ILLINOIS shall of, or in any way related to, (i) the presence, di materials on, over, under, from, or affecting the property, persons or animals thereof; (ii) any pe (real or personal) arising out of or related to threatened, settlement reached or government ord of laws, orders, regulations, require the Trustee which are based attorneys' and co

Borrower
(Seal)

Vice President & Treasurer
Borrower
(Seal)

not personally
Borrower
(Seal)

TRUST AGREEMENT DATED JUNE 4, 1991 AND KNOWN AS TRUST COMPANY OF ILLINOIS, AS TRUSTEE
Borrower
(Seal)

(Witness)

(Witness)

(Witness)

BY SIGNING BELOW, I, as the Borrower, accept and agree to the terms and covenants contained in this 10-Year Balloon Rider.

Date extension.
at which I must appear to sign any documents required to complete the required Note modification and Maturity
the new interest rate (the Initial Modified Note Rate), now monthly payment amount and a date, time and place
ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of
above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required
Maturity Date. The Note Holder will calculate the Initial Modified Note Rate in accordance with Section 3
may exercise the extension option by notifying the Note Holder no later than 45 calendar days prior to the
Holder that I must notify in order to exercise the extension option. If I meet the conditions of Section 2 above, I
payment record information, together with the name, title and address of the person representing the Note
exercise the extension option if the conditions in Section 2 above are met. The Note Holder will provide me
payment which may be due under the Modified Note Rate. The Note Holder also will advise me that I may
with a description of the historical performance of the Index and inform me of the maximum interest rate and
advise me of the principal and unpaid interest due on the Maturity Date. The Note Holder will also provide me
The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and

5. EXERCISING THE EXTENSION OPTION

Provided the Initial Modified Note Rate as calculated in Section 3 above is not greater than six percent (6%) above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest I will owe on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over 30 years at the Initial Modified Note Rate in equal monthly payments. The result of this calculation will be the new amount of my principal and interest payment every month until the first adjustment of the Modified Note Rate pursuant to the modification agreement to be executed at the time the extension option is exercised.

4. CALCULATING THE NEW PAYMENT AMOUNT

Securities adjusted to a constant maturity of one-year is not available, the Note Holder will determine the initial modified interest rate by using comparable information.
I understand that the Initial Modified Note Rate may change on each one year anniversary of the date the modification is executed. The Modified Note Rate will be based on an Index and calculated by adding two and three-quarter percent (2.75%) (the "Margin") to the current Index and rounding the sum to the nearest one-eighth of one percent (0.125%). The "Index" will be the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available, as of the date 45 days before each anniversary of the modification, will be called the "Current Index".

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RT HEREOF

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