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PREPARED BY AND  
AFTER RECORDING MAIL TO:

UNOFFICIAL COPY

GREAT WESTERN MORTGAGE CORPORATION  
P.O. BOX 1900  
NORTHRIDGE, CA 91328

1991 NOV 15 PM 3:19

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

OFFICE NUMBER: 149  
COUNTY CODE: 016  
Loan No. 1-334396-9

**MORTGAGE**

## ADJUSTABLE INTEREST RATE MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 8, 1991  
The mortgagor is

NATALIE GUZMAN, A WIDOW AND SALVADOR GUZMAN, A BACHELOR

("Borrower").

This Security Instrument is given to

**GREAT WESTERN MORTGAGE CORPORATION, A DELAWARE CORPORATION**  
which is organized and existing under the laws of **DELAWARE**  
and whose address is **9451 CORBIN AVENUE, NORTHRIDGE, CA 91328**

("Lender").

Borrower owes Lender the principal sum of **FOURTY THOUSAND AND 00/100—**

Dollars (U.S.) **\$40,000.00**). 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, 2021**. This Security Instrument secures to Lender: (a) the repayment of  
the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums,  
with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's  
covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and  
convey to Lender the following described property located in **COOK** County, Illinois:

**LOT 8 IN BLOCK 3 IN FAWSETT'S SUBDIVISION OF THE WEST 10  
ACRES OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH WEST  
1/4 AND THE WEST 5 ACRES OF THE NORTH 1/2 OF THE WEST 1/2 OF  
THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF  
SECTION 4, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

PIN: 20-04-309-020-0000

**PIN/TAX ID#:** 20-04-309-020-0000  
which has the address of

**4400 SOUTH EMERALD, CHICAGO,** **(Property Address):**  
**Illinois 60609**

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now  
or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is  
referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and  
convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend  
generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by  
jurisdiction to constitute a uniform security instrument covering real property.

## 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.

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BOX 333



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Any amounts disbursed by Lender under this paragraph 7 shall be paid in addition to sums 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.

**8. Mortgage Insurance.** 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. 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.

**10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** 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 liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by 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.

**12. 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 sums secured by this Security Instrument; and (c) agrees that Lender 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.

**13. 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 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 treated as a partial prepayment without any prepayment charge under the Note.

**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 as if no acceleration had 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, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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7. **PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY.** (i) Borrower fails to perform the covenants contained in this Security instrument, or there is a legal proceeding, or if any significant rights in the property are threatened, the Lender may sue to protect his rights in the property. (ii) Borrower fails to pay sums secured by a lien which has priority over the value of the property. Lender's rights in the property may include paying any sums secured by a lien which has priority over the value of the property. (iii) Borrower fails to pay taxes or other charges against the property which have been assessed against the property. (iv) Borrower fails to pay any other sum due under the terms of the Note or this Security instrument.

news passed to Captain D. W. Slocum by his son, Captain D. W. Slocum Jr., who was then in command of the ship.

Unilateral lender and borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of the arrangement of the amounts of the payments. If under paragraph 21 the Property is acquired by lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property by virtue of the acquisition of the property by the lender, shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of the arrangement of the amounts of the payments.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration 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 necessary to restore the Property or render it safe to occupy or to pay sums secured by this Security instrument, whether or not then due. The 30-day period will begin when the Lender receives the notice of default.

All insurance policies 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 renewals, in the event of loss. Borrower shall give notice to the insurance carrier and Lender may make proof of loss if not made prompt in the event of loss.

Borrower shall promptly discharge any lien in the manner acceptable to Lender; (b) commutes in good faith the lien by or delinquent payment of the obligation secured by the lien in the manner acceptable to Lender; (c) agrees in writing to the arrangement of the lien in the manner acceptable to Lender; (d) commutes in good faith the lien by or delinquent payment of the obligation secured by the lien in the manner acceptable to Lender; (e) agrees in writing to the arrangement of the lien in the manner acceptable to Lender.

**4. Charges:** Lenses, Borrower's salary, taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security instrument, and leases held by ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if no period is set forth in the instrument, in the manner described in the instrument.

3. Application of charges due under the Note, to amounts payable under paragraphs 1 and 2 shall be applied, first, to any specific payment charges due under the Note, second, to amounts payable under paragraphs 1 and 2; third, to interest due.

If the Funds realized by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow items when due Lender may so notify Borrower in writing. And, in such case Borrower shall pay to Lender the amount necessary to make up the deficit and by Borrower shall make up the deficiency in no more than twelve months by payment in Lender's sole discretion.

2. Funds for Taxes and Premiums. Subject to applicable law or to a written waiver by Lender or the day priority over this Security instrument as a lien on the Net proceeds paid in full, a sum ( "Funds" ) for (a) yearly taxes and assessments which may accrue on property owned by Borrower; (b) yearly flood insurance premiums; (c) yearly leasehold payments of ground rents on the Property, if any; (d) yearly sums payable by Borrower to Lender, in accordance with the provisions of paragraph B in lieu of the payment of mortgage insurance premiums, if any; and (e) yearly sums payable by Borrower to Lender, in accordance with the provisions of paragraph B in lieu of the payment of property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph B in lieu of the payment of hazard insurance premiums.

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## 1-4 FAMILY RIDER Assignment of Rents

Loan No. 1-334396-9

THIS 1-4 FAMILY RIDER is made this 8TH DAY OF NOVEMBER, 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

GREAT WESTERN MORTGAGE CORPORATION, A DELAWARE CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4400 SOUTH EMERALD  
CHICAGO, IL 60609

[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing, together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classifications, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to other hazards for which insurance is required by Uniform Covenant 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**ALL TERMS AND CONDITIONS CONTINUED ON THE BACK OF THIS RIDER  
ARE PART OF THIS RIDER**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

*Natalie Guzman*

NATALIE GUZMAN

*Salvador Guzman*

SALVADOR GUZMAN

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**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

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

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

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

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## ADJUSTABLE RATE RIDER ARM-T PERIODIC CAP

Loan No. 1-334396-9

**THIS ADJUSTABLE RATE RIDER** dated NOVEMBER 8, 1991 changes and adds to the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") I signed this day. The Security Instrument secures my Note (the "Note") to

GREAT WESTERN MORTGAGE CORPORATION, A DELAWARE CORPORATION (the "Lender"), also signed this day, and covers my property as described in the Security Instrument and located at:

4400 SOUTH EMERALD  
CHICAGO, IL 60609

(Property Address)

**ATTENTION: THE NOTE CONTAINS PROVISIONS ALLOWING FOR ADJUSTMENTS TO MY INTEREST RATE AND MY MONTHLY INSTALLMENT. THE NOTE LIMITS THE MINIMUM AND MAXIMUM INTEREST I MUST PAY AND HAS THE POTENTIAL FOR NEGATIVE AMORTIZATION.**

The amount of my scheduled monthly installment could be less than the amount required to pay the interest due after a rate adjustment for that installment period. If so, the Note Holder will subtract the amount of my scheduled monthly installment from the amount of interest that I owe for that month and will add the difference to the outstanding principal balance of my loan. This occurrence is known as negative amortization. This unpaid interest is called "deferred interest." Under the Note, I must pay interest on the amount added to the principal balance at the same rate of interest I am required to pay on the outstanding loan balance each month.

### INTEREST RATE AND MONTHLY INSTALLMENT ADJUSTMENTS

The Note provides for adjustments to my interest rate and my monthly installments as follows:

Initial Interest Rate	7.550%	First Interest Rate Adjustment Date	MARCH 1, 1992
Initial Monthly Installment	\$281.06	Periodic Rate Adjustment Limit	2.000 Percentage Points
First Installment Due Date	JAN. 1, 1992	Installment Due Date	1ST
Maturity Date	DECEMBER 1, 2021	First Installment Adjustment Date	JANUARY 1, 1993
Minimum Rate*	6.750%	Maximum Rate*	13.600%
Rate Differential	2.250		

\*The Minimum Rate and Maximum Rate are subject to adjustment as provided in Section 1(d).

**ALL TERMS AND CONDITIONS CONTINUED ON THE BACK  
OF THIS RIDER ARE PART OF THIS RIDER.**

### SIGNATURES OF BORROWERS:

(Please sign your name exactly as it appears below.)

BY SIGNING BELOW, I accept and agree to the terms and covenants in this Adjustable Rate Rider.

Natalie Guzman

NATALIE GUZMAN

Salvador Guzman

SALVADOR GUZMAN

(Space Below This Line for Acknowledgement)

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Uniform Governmental 13 of the Security Instrument is deleted.

#### LEGISLATION AFFECTING LEGION'S WORKS

The third sentence in the second paragraph of Uniform Convention 2 of the Society instrument is changed to read as follows:

lender may not charge for holding and applying the funds, analyzing the account or verifying the account items, unless lender pays borrower interest on the funds and applies the law permits lender to make such a charge, provided, however, that lender may impose upon the funds and apply it to pay borrower's debts without thereby becoming obligated to pay borrower interest on the funds.

FUNDS FOR TAXES AND INSURANCE

17. **LENDEES CONSENT REQUIRED** Lender may declare all sums secured hereby, immediately due and payable within 30 days after such declaration except as otherwise limited by law, if Borrower without leave, prior written consent; (a) sells, conveys, transfers or leases to any third party all or any part of the property; (b) releases all or any part of the property together with all encumbrances, options, or 5 years or more, (c) leases all or any part of the property and, in connection with such lease, grants the lessee an option to purchase all or any part of the property; (d) suffers the title of any property to a garnishee, attachment, or other legal process, or (e) suffers any other legal process, or (f) suffers any other legal process, or (g) is a general partner, or (h) is a co-partner with levered-in debtors at the date of execution or assignment whether voluntary or involuntary; or (i) transfers all the partnership interest in the partnership or uses the property.

18. **SECURITY INSTRUMENT** Lender may declare all sums secured hereby, immediately due and payable within 12 months period, if Borrower violates any term or condition of this Security instrument and more than 10% of its capital stock is sold, transferred or assigned during a 12-month period.

TRANSFER OF THE PROPERTY OR OF A SENIOR OFFICIAL INTEREST IN BORROWER  
REGULATIONS 17 OF THE SECURITI FINANCIERE IS CHANGED TO READ AS FOLLOWS:

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

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(c) Limitation on Adjustment in Interest Rate. The increases and decreases which occur to the monthly installments on the Installment Plan will not exceed 7½% of the previous monthly installments except on the tenth (10th) anniversary of the Installment Plan, and on each fifth (5th) anniversary thereafter following the remaining term of the loan. On the tenth (10th) anniversary of the Installment Plan, and on each fifth (5th) anniversary thereafter following the remaining term of the loan, the monthly installments may exceed 7½% of the previous monthly installments if the increases or decreases to the monthly installments may exceed 7½% of the previous monthly installments, and each fifth (5th) anniversary following, the increases or decreases to the monthly installments may exceed 7½% of the greater of the monthly installments described in Section 2(B) would result in a greater adjustment.

**Calculation of Adjustments** The new instalment will be calculated approximately 60 days prior to the maturity date by using the rates at the which is then in effect and the loan balance which would be owing on the adjustment date if only all regular scheduled instalments are made. The new instalment will be an amount which would be sufficient to repay the new balance used in the calculation over the remaining term of the loan at the prevailing rate.

(2) **Adjustment Dates.** My monthly installment will be adjusted on the "First Instalment Date" (shown on a front of this Deed) and annually thereafter. The date the instalment will be adjusted the "Interest Date" (shown on a front of this Deed).

#### METHOD OF COMPUTING ADJUSTMENTS TO THE MONTHLY MISTALIMENT

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Interest rates in the first loan (the period from the beginning of this loan to the tenth [12th] Settlement Due Date) may not be adjusted from the initial interest rate by more than the Periodic Rate Adjustment Limit (shown on the tenth [12th] Settlement Due Date). The Periodic Rate Adjustment Limit may not be adjusted from the initial interest rate by more than the Periodic Rate Adjustment Limit (shown on the tenth [12th] Settlement Due Date) unless the property securing this loan is sold and the loan is rescheduled. However, the Periodic Rate Adjustment Limit may not be adjusted. Sale of the property and assumption of the

(d) **Limits on Interest Rates** These adjustments limit the interest rate I am required to pay on my credit card.

**Delinquency** is the interest rate that will apply to my loan until the next month's interest rate adjustment.

(c) **Calculation of Adjustment.** The Nasdaq Holder will determine each adjustment interval by adding the Nasdaq Dividend to the index.

is the Total General Costs of Funds index published monthly by the Federal Home Loan Mortgage Corporation. If the index is no longer published, the Note Holder may select an alternative index to permit interest rate adjustments and the same fees as no longer published.

The terms of this Order and on every instrument due date.

#### METHOD OF COMPUTING INTEREST RATE ADJUSTMENTS.

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