1991 MAY 16 PN 2: DE

91233577

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY 6, 1991 . The mortgagor is

CATHLEEN A. KERFIN, FKA CATHLEEN A. KOESTNER, MARRIED TO R. JAMES KERFIN, JR.

("Borrower"). This Security Instrument is given to

STANDARD FEDERAL BANK FOR GAVINGS

which is organized and existing under the laws of THE UNITED STATES OF AMERICA address is 4192 S. ARCHER AVE, CHICAGO, ILLIFOIS 60632 "Lander"). Borrower owes Lender the principal aum of

FORTY NINE THOUSAND FIVE HUNDRED DOLLARS & NO CENTS Dellars (U.S. \$

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the role, with interest, and all renewals, monthly payments, with the full debt, if not paid earlier, due and payable on 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 coverants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following County, Illinois: described property located in COOK

LOT 4 AND 5 IN BLOCK 5 IN WATERNAM'S ADDITION TO MORRELL PAGE AND ELSDON IN SECTION 11, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE TIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 19-11-402-006-0000 AND 19-11-402-007-0000

which has the address of 3413 W 51ST ST Illinois

CHICAGO

Street, City).

60632 [Zip Code]

("Property Address");

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16. Borrower's Copy. Borrower shall be given one conformed copy of the Mote and of this Security Instrument.

given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note 15. Coverning Law; Severability. This Security Instrument shall be governed by federal law and the law of the

Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing

prepayment charge under the Mote.

payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any Borrower. Lender may choose to make this refund by reducing the principal owed under the More of by making a direct to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted in ais will be refunded to toan exceed the permitted limits, then: (a) any such foan charge shall be reduced by the amount need sary to reduce the charge and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges,

make any accommodations with regard to the terms of this Security Instrument or the Now without that Borrower's consent. secured by this Security Instrument; and (c) agrees that Lender and any other Borrover may agree to extend, modify, forbear or Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums Instrument but does not execute the Note: (a) is co-signing this Security Instrument but does not execute the Note: (a) paragraph 14. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Security Instrument shall bind and benefit the successors and assign of Lender and Borrower, subject to the provisions of

12. Successors and Assigns Bound; Joint and Several Liab Phy; Co-signers. The covenants and agreements of this

exercise of any right or remedy.

successors in interest. Any forbeatance by Lender in exercising any right or remedy shall not be a waiver of or preclude the of the sums secured by this Security Instrument by reache of any demand made by the original Borrower or Borrower's commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization not operate to release the liability of the original Borrower's successors in interest. Lender shall not be required to of amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower shall

11. Borrower Not Released; Forbearanc, By Lender Not a Walver, Extension of the time for payment or modification postpone the dute of the monthly paymens referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower ocnewise agree in writing, any application of proceeds to principal shall not extend or

secured by this Security instrument, whether or not then due.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given,

If the Property is arandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an

be applied to the sum: sourced by this Security Instrument whether or not the sums are then due.

taking, unless Borlover and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall market value of the property immediately before the taking is less than the amount of the sums secured immediately before the before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this 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 In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

shall be paid to Lender. condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law: the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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stard or Property 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, including floods Rooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does and answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, than Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay seems secured by this Security Instalment, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Correspondence otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the morthly payments referred to in paragraphs I and 2 or change the amount of the payments. If under paragraph 21 the Property is a quired 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lease Borrower shall occupy, establish, and use the l'roperty as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit was e on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's scurity interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccur te information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower aquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture or to enforce laws or regulations), like Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property Dander's actions many include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph

7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

payment.

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 can be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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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 and the obligations secured hereby shall repain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration onder paragraph 17.
- 19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and ary H zardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any zovernmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as textic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic petroleum products, toxic petroleus and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. 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 paragraph 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. 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.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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24. Bilders to the fecurity Instrument. If one or more riders are executed by Borrower and recorded together with this

UNOFFICIAL, C 5001041897

1-4 FAMILY RIDER

Assignment of Rents

1991 6TH MAY THIS 1-4 FAMILY RIDER is made this day of 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

STANDARD FEDERAL BANK FOR SAVINGS

4192 S. ARCHER AVE, CHICAGO, ILLINOIS 60632 (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

3413

CHICAGO

IL 60632

(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, wa'er closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached nor 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 classification, unless Lender has arreed 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 writter recruission,
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - E. "BORROWER'S RIGHT TO REINSTATE" DELETED, Uniform Covenant 18 is defet &
- 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.

MULTISTATE 1-4 FAMILY RIDER -Fannie Mae/Freddie Mac Uniform Instrument

Form 3170 9/90

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DELIVER TO

8 40 2 00 5 W 5

Form 3170 9/90

-Burrower	
(Iso2)	
rawornold-	
(Seal)	waiving homestead
-Borrower	Signed soley for the purpose of
(Seal)	- Short X
nawomod-	CVIHEREN A KERTIN
(Seal)	Coellem a Tente

Parmily Rider.

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

permitted by the Security Instrument.

Lender has an interest shall be a breach under the Security instrument and Lender may invoke any of the remedies

I. CROSS-DEFAULT PROVISION. Borrower's defaunt or preach under any note or agreement in which

Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full. of Rente shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of

Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender, or Lender's agents or a judicially impointed receiver, shall not be required to enter upon, take

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

of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the

thowing as to the inadequicy of the Property as security. possession of and manage the Property and collect the Rents and profits derived from the Property without any only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take Security Instrument (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for insurance premittion, taxes, assessments and other charges on the Property, and then to the sums secured by the not limited as giforney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but tenant! (ii) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be

Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the ahall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower

en sesignment for additional security only. are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents Lander's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Leader or Borrower absolutely and unconditionally assigns and transfers to Lender all the reals and revenues ("Rents") of

H' VRRICHMENT OF RENTS; AFFOINTMENT OF RECEIVER; LEUDER IN POSSESSION.

UNOFFICIAL: GOPAY PLAN NO. 0020

ADJUSTABLE RATE RIDER

(1 Year Treasury Index-Rate Caps)

, 19 9 1 THIS ADJUSTABLE RATE RIDER is made this 6TH day of MAY incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to STANDARD FEDERAL BANK FOR SAVINGS

(the "Lender") of the same date and covering the property described in

the Security Instrument and located at:

3413 W 51ST ST

CHICAGO

ΙL

60632

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BOR-ROWER MUST PAY.

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

A. INTEREST RATE A'ND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 10.500 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may enrange on the first day of JUNE 1, , 19 96, and on that day every 12th month thereafter. Each date of which my interest rate could change is called a "Change Date."

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index.

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this the ce.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE HALF percentage points (2.50 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (3.25%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the marrity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10,500 - Therefore reviews and the first Change Date will not be greater than 12 500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding to elve months. My interest rate will never be greater than 16.500 %, NOR LESS THAN 10.50 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new manhly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.
(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee 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.

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Sunt Clotte Office BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate

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