

# UNOFFICIAL COPY

LOAN # 2-002041-9

COMMUNITY TITLE SECURITY CO.  
377 E. Butterfield Rd., Suite 120  
Lombard, Illinois 60148  
(708) 512-5521 1-800-322-1366

RECORDED IN: Kankakee, IL

12/1/00

FROM: 0023 0070792 16302700

12/1/00 8:56:22 AM 12/1/00  
CLERK COUNTY RECORDER

**32591595**

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 4, 1992,  
 by Fr. Joseph Lenz and Clara B. Lenz, his wife, (the "Borrower"). This Security Instrument is given to KANKAKEE FEDERAL SAVINGS BANK, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 5455 W. BELMONT AVE., CHICAGO, IL 60641 ("Lender"). Borrower owes Lender the principal sum of 208, HUNDRED NO RTY THOUSAND & 00/100 Dollars (U.S. \$ 208,000.00). 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 SEPTEMBER 1, 2022. 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 19 IN PONTARELLI BUILDERS SUBDIVISION UNIT 1, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

Permanent Tax Index No: 13-19-207-019-0000

which has the address of 3815 N. Oak Park Ave., Chicago,  
Illinois 60634 ("Property Address");  
(Street)  
(Zip Code)

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

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

**ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

**PRINTING**

Form 3614 2000 (page 1 of 6 pages)

SBM/SAT Signature & Seal Inc.  
Chicago, IL • 1-800-523-3005

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*(selected 30 from 40 slides)*

16. **Derivative's Copy.** Borrower shall be given one countermarked 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 for a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

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

34. Notwithstanding, Any notice to Borrower provided for in this Security Instrument shall be delivered by deliverying it at the address provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

13. **Loan Charges.** If the loan secured by this Security Instrument, or, as 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 sum already collected from Borrower which exceeds permitted limits shall be reduced by reducing the principal. Note of the Note or by making a partial prepayment of the Note.

12. **Successors and Assigns**: **Joint and Several Liability**; **Co-signer**. The coverings 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 shall be liable to Lender and Borrower under the terms of this Security Instrument.

give defendant notice at the time of or prior to an inspection specifying reasonable cause upon which inspection of the property; provided, such condemnation of any part of the property, or for conveyance in lieu of condemnation, are hereby assented and shall be paid to Lender.

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**24. 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)]

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider          | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> 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:

Friedel Lenz  
Friedel Lenz  
392-42-4528

Clara B. Lenz.....(Seal)  
Clara B. Lenz.....Borrower  
Social Security Number.....322-48-4562.....(Seal)

.....(Seal).....Borrower  
Social Security Number.....

(Space below This Line For Acknowledgment)

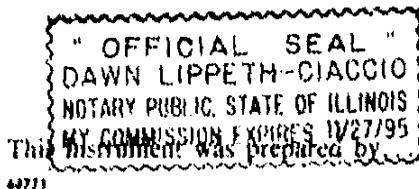
Mail to:  
FIDELITY FEDERAL SAVINGS BANK  
5455 N. BELMONT AVE.  
CHICAGO, IL 60641

STATE OF Illinois  
COUNTY OF Chicago } SS:

I, Dawn Lippeth-Ciaccio, a Notary Public in and for said county and state, do hereby certify that Friedel Lenz and Clara B. Lenz, his wife, personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be their free and voluntary act (as, her, their) and deed and that they executed said instrument for the purposes and uses therein set forth.

Witness my hand and official seal this 10 day of August, 1992.

My Commission Expires: 11-27-95



Dawn Lippeth Ciaccio  
(Notary Public)

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As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Regulation 12, "Hazardous Substances"; gasoline, kerosene, oil, other immobile or mobile petroleum products, toxic pesticides and herbicides, volatile solvents, metallic compounds containing asbestos or arsenic trioxide, and radioactive materials.

Borrower shall promptly file under written notice of any investigation, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the Property and any Hazardous Substance or remedial action in accordance with Environmental Law.

30. **Hazardous Substances.** [Editor's Note: shall not cause or permit the practice, use, disposal, storage, or release of any Hazardous Substances, unless such shall not violate the provisions of the Federal, State or local laws, 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 practice, use, or storage of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.]

19. **Role of a New Service.** The Role or a partial function in the Note (conglomerate with the Security Interim) may be held in one of more firms which will prior notice to Burmese. A role may result in a change in the entity known as the "Union Service", that collects mainly payments due under the Note and this Security Interim. There also may be one or more changes of the Union Service unrelated to a sale of the Note, if there is a change of the Union Service will be given without prior notice and the address to which payments should be made.

18. Borrower's Right to Remand. If Borrower meets certain conditions, Borrower shall have the right to have a non-judicial foreclosure law apply for remand (alternatively) before sale of the Property pursuant to any power of sale contained in the Note as if no such other period or (b) entry of a judgment authorizing this Security Instrument. These conditions are that Borrower: (a) pays a lender all sums which the lender would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any deficiency of any other instrument or agreement; (c) pays all expenses incurred in enforcing this Security Instrument; or (d) fails to pay a debt due under this Security Instrument to the lender in the case of acceleration under paragraph 17.

If Leader 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.

Secured by this Security Instrument, however, this option shall not be exercisable by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.  
Lender's approval which shall not be unreasonably withheld, if Borrower fails to maintain coverage described above, Lender for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to including losses or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and the Property incurred against loss by fire, hazards included within the term "extincted coverage" and any other hazards.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on

safely the lien to take title or notice of the actions set forth above within 10 days of the filing of notice.

any action properly over this Security instrument, Lender may file Borrower a notice identifying the lien Borrower shall claim the lien to this Security instrument. If Lender determines that any part of the Property is subject to a lien which prevents the enforcement of the lien, or (c) securites from the holder of the lien in agreement with Lender's option to retain payment of the license by, or defers against enforcement of the lien in, legal proceedings which in the event of the transfer of the property which may result from the sale of the property or payment of the amount receivable by Lender, the contents in good agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (d) contains in good Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a)

under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing on time directly to the person owed payment, Borrower shall promptly furnish to Lender all amounts to be paid

shall pay these obligations in the name provided in paragraph 2, or if not paid in that manner, Borrower shall pay item property which may result from the sale of the property or payment of the amount receivable by Lender, or defers against enforcement of the lien in, legal proceedings which in the event of the transfer of the property which may result from the sale of the property or payment of the amount receivable by Lender, the contents in good agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender;

4. **Chargear Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the note.

paraphraph 1 and 2 shall be applied first, to any prepayment charges due under the note, second, to amounts payable under

5. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under

second by this Security instrument.

or sale of the property, shall apply any funds held by Lender in the time of acquisition of and to the negotiation of any funds held by Lender, if, under paragraph 2, Lender shall agree to sell the Property; Lender, prior to the negotiation

upon payment in full of all sums received by this Security instrument, Lender shall promptly refund to Borrower no more than twelve monthly payments, at Lender's sole discretion.

Borrower shall pay to Lender the amount necessary to make up the deficiency in any time it is necessary to pay the deficiency, Lender may so notify Borrower in writing, and, in such case

any time it is not sufficient to pay the balance when due, Lender may be entitled to pay Borrower in writing, and, in such case

for the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender in

the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

inasmuch as the funds held by Lender were held for the purpose of holding and applying for the funds received by this Security

for which each debt to the funds was made. (e) Funds are pledged as additional security for all sums received by this Security

held by Borrower, without charge, in amount outstanding of the funds, showing credits and debits to the funds and the purpose

on the funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the funds, Lender shall

make of applicable law requires Lender shall not be required to pay Borrower any interest on amounts

not made available to Lender in connection with this loan, unless applicable law provides otherwise, unless an independent third party

receives a service used by Lender to pay a one time charge for an independent third party

to make such a charge. However, Lender may require Borrower to pay a one time charge for an independent third party

to verify that the funds held by Lender are held for holding and applying for the funds and applying the excess to

pay the loan. Under such an arrangement the funds, usually already held by the Lender, Lender shall apply the funds to

liquidating Lender, if Lender is such in liquidation) or in any liquidation of the funds, Lender shall apply the funds to

the funds shall be held in an escrow account by a federal agency, automatically, or entity

reasonable cause of escrow terms of future liens or otherwise in accordance with applicable law

amount not to exceed the lesser amount, Lender may estimate the amount of funds due on the basis of current date and another law that applies to the funds held a lesser amount. If so, Lender may, at any time, collect and hold funds to an

equal Settlement procedures set out in 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RISPA"), unless

Lender is liable for a federally related mortgage loan may require for Borrower's escrow account under the national

terms are called "escrow items." Lender may, at any time, collect and hold funds in lieu of the payment of insurance premiums. These

to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of insurance premiums, to exceed the national insurance premiums, if any, (e) already mortgaged insurance premiums, if any, and (f) any sums payable by Borrower

lied funds or premiums, if any, (g) already insured or property insurance premiums, if any, (h) already

lied funds and assessments which may result from a loss of the property, if any, (i) already insured or property insurance premiums, if any, (j) already

lied funds for taxes and property insurance premiums due under the Note, until the Note is paid in full, a sum ("funds") for

pay to Lender on the day monthly payments due under the Note is paid in full, Borrower shall

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note;

2. **Funds for Taxes and Insurance.** Subject to applicable law to settle with Lender, Borrower shall

UNIFORM CONTRACTS. Borrower and Lender cover the following:

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All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property 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 waste 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 security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate 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 acquires 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), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

**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.

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## ADJUSTABLE RATE RIDER

(3 or 5 Year Treasury Index — Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 4 day of AUGUST, 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to FEDERAL SAVINGS BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3815 N. Oak Park Ave., Chicago, IL 60634 (Property Address)

**THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENTS. THIS NOTE LIMITS THE MAXIMUM AND MINIMUM RATES I MUST PAY AND THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME.**

**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 AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 7.750%. 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 change on the first day of SEPTEMBER, 1997, and on that day every 60th month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### **(B) The Index**

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 Five years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

#### **(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-HALF percentage points (2.500%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). 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 principal I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

#### **(D) Limitations on Interest rate Changes**

The rate of interest that I am required to pay shall never be increased or decreased on a single change date by more than two percentage points (2.000) from the interest that I have been paying since the last change date.

The interest rate charged by the Lender can be increased by a maximum of 8% percentage points (6.000) prior to the maturity date. The interest rate charged by the Lender cannot fall below 2.50 percent.

#### **(E) Effective Date of Changes**

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

#### **(F) Notice of Changes**

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

### **B. 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 Lender.

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Property of Cook County Clerk's Office

LOAN # 2-002041-9

925591595

BORROWER .....  
..... (Seal)

BORROWER .....  
..... (Seal)

..... (Seal)  
Lender .....  
..... (Seal)

..... (Seal)  
Lender .....  
..... (Seal)

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

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

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's acceptance 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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