RECORD AND RETURN TO: SEYIS MORTGAGE CORPORATION

UNOFFICIAL COPY:

700 DEERPATH DRIVE

VERNON HILLS, IL 60081

1992 AND 10 PM 3: 34

92592513

BOX 333 - TH

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-- [Space Above This Line For Recording Data]

MORTGAGE

LENDER'S # 59-00-75046

THIS MORTGAGE ("Security Instrument") is given on AUGUST 4, 1882. The mortgagor is ELMER ELDRIDGE, JR. AND PAULA ELDRIDGE, HUSBAND AND WIFE

("Borrawer"), This Security Instrument is given to SEARS MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF UNIO address is 2500 LAKE COOK ROAD, RIVERWOODS, ILLINOIS 80015 , and whose

("Lender"). Borrower owes Lender the principal sum of

EIGHT HUNDRED THOUSAND DOLLARS AND ZERO CENTS-----

Dollars (U.S. \$800,000,00------). 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, it not paid earlier, due and payable on . This Security Instrument secures to Lenger (a) the repayment of the debt SEPTEMBER 1, 2022 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 County, Illinois:

LOT 8 IN OSTROM'S SUBDIVISION OF LOTS 23 TO 26 INCLUSIVE IN BLOCK 4 IN CATHOLIC BISHOP OF CHICAGO'S LAKE SHORE DRIVE ADDITION TO CHICAGO IN SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PTN: 17-03-103-020-0000

which has the address of 50 EAST SCHILLER, CHICAGO

Illinois

80610

("Property Address");

[Street, City],

[Zip Code]

ILLINUES-Single Family-Family Manifereddia Mac UNIFORM INSTRUMENT VMP MORTGAGE FORMS * (213)283-8100 * (800)821-7291 XC(\$000DAAA .05 -8A(IL) 19100)

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 accurity instrument covering real property. UNIPORM 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 propayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Leader, Borrower shall to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a num ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lies on the Property; (b) yearly leasehold payments or ground rents on the Proporty, if any; (c) yearly hazard or property insurance promiums; (d) yearly flood insurance promiums, if any; (e) yearly mortgage insurance promiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a londer for a federally related mortgage to an may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 of seq. ("RESPA"), unless another law that applies to the Funda sets a lesser amount. If so, Lender may, at any time, collegiard hold Punds in an amount not to exceed the lesser amount. Lender may entimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Ler ter is such an institution) or in any Pederal Home Loan Bank, Lender shall apply the Funds to pay the Escrow Items, Lend's may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Unerow Items, unless Lender pays Borrower interest on the Ponds and applicable law permits Lender to make mich a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting rervice used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Londer shall not be required to pay Borrower any interest or earnings on the Ponds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as

additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the argoints 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 Estrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the en ount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payment, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Londer shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Londer, prior to the acquisition or sale of the Property, shall apply any Punds held by Lender at the time of acquisition or sale as a credit

against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges the under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges fines and impositions attributable to the Property which may attain priority over this Security Instrument, and haselold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2. o. if not paid in that manner, Borrower shall pay them on time directly to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish

to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in to good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien a rag element satisfactory to the Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a votice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 may of the giving of notice.

Form 3014

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5. Hazard or Property Insurance, Dorrower shall keep the improvements nowlesisting or bereafter erected on the Property insured against tosa by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance, This insurance shall be maintained in the amounts and for the periods that 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 falls 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 scourity is not lessened. If the restoration or repair in 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 glaim, 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 Entrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the mainthly 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 an 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 or or pancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withhold, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, who 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 Lendor'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 Londer's good fuith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the Hen created by this Security Instrument or Lender's security interest. Borrover shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Londer (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 Londor'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 are 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, Londer does not have to do so,

Any amounts disbursed by Londer under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument, Unless Borrower and Londer 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 proviously 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 to Borrower shall pay to Lender each month a sum equal to one twelfth of the yearly mortgage insurance promium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these states are the second of the second payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required,

Form 3014 9/90 Linitiate:

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 Londer 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 Londer.

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 P operty in which the fair market value of the Property immediately before the taking is less than the amount of the surns 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 sams 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 authorize 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 other wise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly pay nents referred to in paragraphe 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 anis 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 a ms 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 sesigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who corsigns 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 his Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (2) rarees 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 reacced 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 to 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.

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16. Borrower's Copy. Borrower shall be given one confidence 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 boneficial interest in Horrower 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 summ 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 in 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 attornoys' fees; and (d) taken 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 prothe sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Lastrument and the obligations secured hereby shall remain fully effective as if no seccionation had occurred. However, this light to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of hour 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 nale 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 not ce 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 make or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow unyone class to do, anything affecting the Property that is in violation of any Environmental Last. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of H za dous 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 any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower leaves, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Halardous 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 believed as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flame, able or toxic petroleum products, toxic pesticides 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, Londer 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 to or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the 20 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 in 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.

Form 3014 Initials:

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with this Security Instrument, the covenants and agreement amend and supplement the covenants and agreements of this Security Instrument, [Check applicable box(cs)] [X] Adjustable Rate Rider [Condominium]	a Security Instrument as if the rider(s) were a part of this
Balloon Rider Cate Improve Other(s) (apec	ment Rider Second Home Rider
	to the terms and covenants contained in this Security
Instrument and in any rider(s) executed by Borrower and reco. Witnesses:	ELMER ELLATORE JR. (Seal) ELMER ELLATORE JR. Horrower
	PAULA ELDRIDGE (Seal)
(Seal)	(Scal)
STATE OF ILLINOIS, COOK	County ss:
I. THE UNDERSIGNED , a Not certify that ELMER ELDRIDGE, JR. AND PAU	Notary Public in and for said county and state do hereby I.A ELDRIDGE, HUSBAND AND WIFE
name(s) subscribed to the foregoing instrument, appeared before	EIR free and voluntary act, for the uses and purposes
Given under my hand and official seal, this	day of AUGUST 1992 & S
My Commission Expires: "OFFICIAL SEAL" Tricia A. Montgomery Notary Public, State of Illinois	Notary Public States
This Instrument was prepared by: 1000 I Gould A. VERNON HILLS, My Commission Expires 1/27/96 Prof of or	II. 80081

Property of Cook County Clerk's Office

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ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 411 day of AUGUSI ,1892 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to SEARS NORTGAGE CORPORATION, AN OHIO CORPORATION

(the "Londer") of same date and covering the property described in the Security Instrument and located at: 50 EAST SCHILLER, CHICAGO, ILLINOIS 80610

[Proporty Address1

I understand the Londer may transfer my Note. The Lender or anyone who takes the Note by transfer and who is entitled to recove payments under the Note is called the "Note Holder".

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

ADDITIONAL COVENANTS. In radition 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 or --- -- 5,5000%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Interest Rate Adjustment Dates

The interest rate I will pay may change on the first day of LEPTEMBER, 1893, and on that day every 12th month thereafter. Each date on which my interest rate could change is called an "Interest Rate Adjustment Date".

(B) The Index

Beginning with the first Interest Rate Adjustment 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 Interest Rate Adjustment Date is called the "Corrent Index".

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

(C) Calculation of Interest Rate Adjustments

The Note Holder will than determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Interest Rate Adjustment 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.

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(D) Limits on Interest Rate Adjustments

The interest rate I am required to pay at the first Interest Rate Adjustment Date will not be greater than----7,5000% or less than -----3,5000%. Thereafter, my interest rate will never be increased or decreased on any single Interest Rate Adjustment Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will nover be greater than----11,5000%, which is called the "Interest Rate Cap".

(E) Effective Date of Changes

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

(F) Metice 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 Long 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 Note Holder's prior written consent, Note Holder may, at its op sol, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Note Holder if exercise is prohibited by federal law as of the date of this Security Instrument. Note Holder also shall not exercise this option if: (a) Borrower causes to be submitted to Note Holder information required by Note Holder to evaluate the intended transferred as if a new loan were being made to the transferee; and (b) Note Holder reasonably determines that Note Holder's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in the Security Instrument is acceptable to Note Holder.

To the extent permitted by applicable law, Note Holder may charge a reasonable fee as a condition to Note Holder's consent to the loan assumption. Note Holder may also require the transferee to sign an assumption agreement that is acceptable to Note Holder 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 Note Holder releases Borrower in writing.

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

BY SIGNING BELOW, I ac	cept and agree to the te	erms and covenants cor	itained in this	Adjustable Kat
Rider.	' 1 (D 1 Cm/	<i>y</i>	
Elmu Elflidge ELMER ELDRIDGE, JR.	(Seal)	Alle Gill	10/08)	(Seal)
ELMER ELDRIDGE, JR.	-Horrower	PAULA ELDRIDGE		-Borrower
, ,	(Seal)			(Scal)
ann ta' mhaig I griffe griffelighenn a samman manainn ainn sainn, ainn 4 guire fe i'r sgrife y griffe y griffe a 'r y grae'.	-Borrower			-Borrower