

BOX 999 - TH UNOFFICIAL COPY

WHEN RECORDED MAIL TO:

Household Bank, F.S.B.

100 Mittel Drive  
Wood Dale, IL 60191  
LOAN NUMBER: 6240410

1992 SEP 17 AM 11:01 92688854

92688854

359

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 9TH, 1992**  
The mortgagor is **REGIS W. BROOKS JR., AND AMY H. BROOKS, HUSBAND AND WIFE,**

Household Bank, F.S.B. ("Borrower"), a national bank organized under the laws of the United States, which is organized and existing under the laws of the **UNITED STATES**, and whose address is

100 Mittel Drive, Wood Dale, IL 60191

TWO HUNDRED TWENTY SEVEN THOUSAND AND NO/100 Dollars (U.S. \$ 227,000.00). 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 **OCTOBER 1ST, 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 14 IN THE TERRACE MCKEE AND POAGUES ADDITION TO EVANSTON, BEING A SUBDIVISION OF ADAM BOTH HOMESTEAD (EXCEPT THE SOUTH 47 FEET THEREOF) IN THE EAST 1/2 SOUTH OF GROSS POINT ROAD IN FRACTIONAL SECTION 33 AND OF THE EAST 200 FEET OF LOT 3 IN WITTBOLD'S SUBDIVISION OF THE SOUTH 47 FEET OF LOTS 5 AND 8 AND PART OF LOT 7 EAST OF THE WEST 247.50 FEET THEREOF IN COUNTY CLERK'S DIVISION OF FRACTIONAL SECTION 33, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 05-33-401-011-0000

which has the address of **228 LAWNDALE** [Street], **WILMETTE** [City] in **ILLINOIS** [State].

Illinois 60091 ("Property Address"); Zip Code [Zip Code]

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 16701 (0202)

MFIL3112 - 04/92

Form 3014 9/90 (page 1 of 6 pages)

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0-00-000-0003 (2) FAX 619-705-1101

(second or for second) 06/6 9105 00.50,

ITEM 16702 (9202)

5. **Hazard of Property Interference.** 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 or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and forms required by Lender.

Borrower shall prominently display over the loan which has priority over the paymenent of the obligation secured by the loan, both prior to and subsequent to Lender; (b) unless it is good faith in writing to the paymenent of the paymenent of the obligation secured by the loan, both prior to and subsequent to Lender; (a) unless the loan by, or deems sufficient compensation of the loan, he will proceed forthwith to pay to Lender, a sum equal to the amount of the encumbrance of the loan, less the amount of the payment made by the Borrower.

4. Charges: Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the property which may attach thereto, security instruments, and lessees and payment of ground rent, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in due time on time due, by the person owed payment. Borrower shall promptly return to Lender all monies so paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts for the amounts.

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

Upon payment in full of all sums secured by this security instrument, Landor shall promptly return to Borowesky funds held by Landor.

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

2. Persons for Taxes and Liabilities. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may accrue over the Secuity instrument in a sum of the Property; (b) yearly taxes and assessments which may accrue on the Property; (c) yearly taxes and assessments on the Property; (d) yearly amounts or taxes on the Property; (e) yearly amounts of property taxes by Broadband telephone services or taxes on the Property; (f) any; and (g) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. Those items are called "Taxes". Lenders may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a debt really relates mortgages loans may require for Borrower's account under the Federal Rules Settlement Procedure Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless otherwise law that applies to the funds such a lesser amount. Lenders may estimate the amount of Funds due on the basis of current data and motion for a writ of attachment to exceed the funds may collect and hold Funds in an amount not to exceed the amount of the debts or other liabilities of Borrower to Lender.

1. **Asymmetries of Principal and Interestinal Programming and Late Challenges.** Errortower shall promptly pay when due the principal of and interest on the debt so descended by the Notes and my programming and late charges due under the Notes.

UNIFORM COVENANTS, Borrower and Lender covenants and agree as follows:

BORROWER COVENANTS that Borrower is lawfully joined or has hereby conveyed and has the right to

**TOUGHEN UP** WITH all the improvements now or heavier fire expected on the property, and all equipment, appurtenances, and fixtures now or hereafter erected on the property, and all instruments that may be covered by this Security Instrument, All of the foregoing is referred to in this Security Instrument as the "Property".

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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 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 clauses. 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 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.

**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

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18. Borrower's Right to Relocate. If Borrower meets certain conditions, Borrower shall have the right, to have certain equipment of this Security interest removed at any time prior to the earlier of: (a) 5 days (or such other period as

"Under exercises his opinion, Under 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 such sums prior to the expiration of this period, Lender may invoke any remedy provided by law." *(See also the sample form at page 10.)*

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 his 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 or other laws, rules, regulations, instruments, or agreements.

16. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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 of this Note which 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 conflict. To the extent that provisions of this Security Instrument and the Note are based on local law, they shall be controlled by such law.

provided for in this section shall be deemed given to the officer or employee of the corporation which given is provided in this paragraph.

14. **Notices.** Any notice to Borrower provided for in this Security Interest shall be given 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 furnished to Lender's address shall be given by telephone if Lender's address is furnished to Borrower.

prepayment charge under the Note, if a reducing reduces principal, the reduction will be treated as a partial prepayment without any

charges, and that law is legally implemented so that the interest of others is not charged unless collected in connection with the loan exceeded the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge collected to Borrower, Lender may choose to make this reduction by reducing the principal owed under the Note or by making the charge to the permitted limit; and (b) any sums already collected that exceed the permitted limit will be reduced to Borrower, Lender may choose to make this reduction by reducing the principal owed under the Note or by making the charge to the permitted limit;

12. **Successors and Assigns**: Bona fide successors and assigns of Leorner and Borrower, subject to the provisions of this Security instrument shall bind and benefit the successors and assigns of Leorner and Borrower, and agreements of this Security instrument shall be binding upon Leorner and Borrower, notwithstanding any change in control or ownership of Leorner and Borrower.

possible the due date of the monthly payments referred to in paragraphs 1 and 2 or changing the amount of such payments. If, however, a Releasee By Letter, Releasee Not a Waller, Refusal of Payment of the amounts secured by this Security Instrument granted by Landor to any Successor in Interest of Borrower shall not operate to release the sums secured by this Security Instrument granted by Landor to any Successor in Interest of Borrower shall not operate to release the ability of the original Borrower or Borrower's Successor to exercise his or her rights under this Security Instrument by reason of any provision of or rule of law which purports to limit or prohibit the exercise of such rights.

Under a authorityized to collect and apply the Proceeds, in its opinion, either to restoration or receipt of the Property or to the sums secured by this Security Instrument, whether or not due.

If the Property is abandoned by Burrower, or if, after notice by Landor to Burrower that the conduct of Burrower causes a claim for damages, Burrower fails to respond to Landor within 30 days after the date the notice is given, an award of such a claim for damages, Burrower shall be liable to Landor within 30 days after the date the notice is given.

any additional amount of time spent on the therapy, or in convalescence, in case of complications, and thereby  
overlengthened and shall be paid to Lender.

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

**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 the 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 learns, or is notified by any governmental 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 action in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable 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.** 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.

2010 RELEASE OF DEED OF TRUST - FORM 3014-9/80 (page 5 of 6 pages)

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THIS ADJUSTABLE RATE RIDER is made this 9TH day of SEPTEMBER, 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 Household Bank, F.S.B., 100 Mittel Drive, Wood Dale, IL 60191 (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

228 LAWNDALE, WILMINGTON, IL 60091

[Property Address]

**THIS 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 BORROWER 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 AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 7.8750%. 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 OCTOBER, 1999, which is called the "Change Date."

### (B) The Index

At the Change Date, my interest rate will be based on an Index. The "Index" is the Federal National Mortgage Association posted yield on 30 year mortgage commitments for delivery within 30 days, as made available in the Wall Street Journal. The most recent Index figure available as of the date 45 days before the 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 the Change Date, the Note Holder will calculate my new interest rate by adding one and three quarters percentage points (1.75%) 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%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the Maturity 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 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) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 22.8750%, which is called the "Maximum Rate."

### (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.

### (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

(A) Until the change date as stated in section 4 of this Fixed/Adjustable Rate Rider, Uniform Covenant Covenant 17 of the Security Instrument is described 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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(Sign Original Only)

Borrower  
(Seal)Borrower  
(Seal)Borrower  
(Seal)Borrower  
(Seal)

AMY M. BROOKS

RODUS W. BROOKS JR.

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

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 application of this period, Lender may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.

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 application of this period, Lender may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.

If all or a partial portion 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.

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.

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 within which Borrower must pay all sums secured by this Security instrument.

If Borrower fails to pay these sums prior to the application of this period, Lender may invoke any remedies permitted by this Security instrument. If Borrower fails to pay these sums prior to the application of this period, Lender may invoke any remedies permitted by this Security instrument.

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 within which Borrower must pay all sums secured by this Security instrument.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition of Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the provisions made in this Note and in this Security instrument.

Also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the provisions made in this Note and in this Security instrument.