

UNOFFICIAL COPY

92720066

921-07476

[Space Above This Line For Recording Data]

011922397

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 21, 1992 The mortgagor is ANTHONY C. BELMONTE AND ANNE M. BELMONTE, HIS WIFE

"Borrower"). This Security Instrument is given to St. Paul Federal Bank for Savings

which is organized and existing under the laws of United States of America and whose address is 6700 W. North Ave, Chicago, Illinois 60635

"Lender"). Borrower owes Lender the principal sum of EIGHTY FOUR THOUSAND AND NO /100 Dollars U.S.S. 84,000.00

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 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 5 IN BLOCK 8 IN STONE'S BER-FIN ADDITION, 1/4 SUBDIVISION OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 1, 1927 AS DOCUMENT 9538701.

PIN 015-07-101-005-0000

92720066

Office
92720066
COOK COUNTY, ILLINOIS

which has the address of 5929 CHICAGO AVE
Illinois 60163 ("Property Address")

BERKELEY

STANDARD Fidelity, Fannie Mae Freddie Mac UNIFORM INSTRUMENT

Form 921 5/92

ACB ACB

Handwritten initials/signature

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender. Lender may prevent the enforcement of the lien or secure from the holder of the lien an agreement satisfactory to Lender...

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 and 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; Fees. Borrower shall pay all taxes, assessments, charges, taxes, and impositions attributable to the Property which may attach to the Property, including but not limited to property taxes, and 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.

5. Funds Held by Lender. If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to the borrower for the excess funds. Lender shall not be liable for the amount of the funds held by Lender in excess of the amount of the funds held by Lender.

6. Funds Held by Lender. If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to the borrower for the excess funds. Lender shall not be liable for the amount of the funds held by Lender in excess of the amount of the funds held by Lender.

7. Funds Held by Lender. If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to the borrower for the excess funds. Lender shall not be liable for the amount of the funds held by Lender in excess of the amount of the funds held by Lender.

8. Funds Held by Lender. If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to the borrower for the excess funds. Lender shall not be liable for the amount of the funds held by Lender in excess of the amount of the funds held by Lender.

9. Funds Held by Lender. If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to the borrower for the excess funds. Lender shall not be liable for the amount of the funds held by Lender in excess of the amount of the funds held by Lender.

10. Funds Held by Lender. If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to the borrower for the excess funds. Lender shall not be liable for the amount of the funds held by Lender in excess of the amount of the funds held by Lender.

11. Funds Held by Lender. If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to the borrower for the excess funds. Lender shall not be liable for the amount of the funds held by Lender in excess of the amount of the funds held by Lender.

12. Funds for Taxes and Insurance. Borrower shall pay all taxes and insurance charges on the Property, including but not limited to property taxes, and shall pay them on time directly to the person owed payment.

13. Payment of Principal and Interest. Borrower shall pay all principal and interest due on the Note, including but not limited to principal and interest, and shall pay them on time directly to the person owed payment.

14. Borrower's Obligations. Borrower shall be responsible for all obligations under the Note, including but not limited to principal and interest, and shall pay them on time directly to the person owed payment.

15. Lender's Obligations. Lender shall be responsible for all obligations under the Note, including but not limited to principal and interest, and shall pay them on time directly to the person owed payment.

16. Miscellaneous. This Security Instrument shall be governed by the laws of the State of California. The parties agree to waive their right to a jury trial in any dispute arising out of or related to this Security Instrument.

990022206

UNOFFICIAL COPY

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods 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 provided for this insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does 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 paragraph 4 and Lender 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; Leasesholds. 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 withholdable, or unless circumstances arise, such as illness, which are beyond Borrower's control. Borrower shall not intentionally damage or impair the Property, allow the Property to deteriorate or permit waste on the Property. Borrower shall remain in default if any tortfeasor or a tortfeasor's proceeds from which recovery is barred, or if any person has been found liable in a judgment or settlement in tortfeasor's tort liability on the Property or if there is a judgment or settlement on the lien created by this Security Instrument or a judgment or settlement against Borrower or any other party to this Security Instrument, provided that paragraph 11 by covering the action against the tortfeasor, judgment or settlement against Lender. Borrower shall terminate paragraph 11 by covering the action against the Property, or if there is a material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall be in default if Borrower fails to make an application process or pays a reasonably false or inaccurate information or statements to Lender, or failed to provide Lender with any material information in connection with the loan received by the Note, including but not limited to, application for, or occupancy, abandonment, occupancy of the Property as a principal residence. If this Security Instrument is a lien on U.S. Bankruptcy Code, paragraph 11 shall apply, until all the provisions of the Code are exhausted. If Borrower requires a title search, Property taxes and the title shall not be an issue if Lender agrees 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 result in the effect Lender's rights in the Property, such as a proceeding in bankruptcy, probate, or a condemnation or forfeiture or other law or regulation, then Lender may do and pay for whatever is necessary to protect its rights in the Property and Lender's rights in the Property. Lender's actions may include paying any sums created by a lien which has priority over the 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 the terms of payment, these amounts shall be an 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 ceases or ceases to be in effect, Borrower shall pay the premium 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

9/27/91 10:56

UNOFFICIAL COPY

1395 SEP 91

AB MS
FORM 3014 930

15. **Governing Law; Severability.** The Security Instrument shall be governed by federal law and the law of the State in which the Property is located. It is agreed that any provision of this Security Instrument or the Note which is held to be unenforceable shall not affect the enforceability of the remaining provisions of this Security Instrument and the Note are intended to be severable.

14. **Notice.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it by first class mail, return receipt requested, to the address last provided by Borrower. The notice shall be deemed to have been given if it is delivered to the address last provided by Borrower. Any notice delivered to an address other than the address last provided by Borrower shall be deemed to have been given if it is delivered to the address last provided by Borrower.

13. **Joint Changes.** The Security Instrument is intended to be a joint instrument and shall be binding on all parties who execute it. The parties agree that any change to the Security Instrument shall be made by all parties who execute it. Any change to the Security Instrument made by one or more parties without the consent of all parties shall be void and unenforceable.

12. **Successors and Assigns Bound; Joint and Several Obligations; Foreigners.** The covenants and agreements of this Security Instrument shall bind the Borrower, its heirs, assigns, successors, personal representatives, estate, executors, administrators, trustees, assigns, and assigns of the Borrower. The covenants and agreements of this Security Instrument shall also bind any person who acquires an interest in the Property by purchase, gift, or otherwise.

11. **Borrower Not Released, Forfeited, or Waived.** The Borrower shall not be released, forfeited, or waived by the lender or any other party. The Borrower shall remain obligated to pay the Note and to perform the obligations of this Security Instrument until the Note is paid in full.

10. **Inspection.** The lender shall have the right to inspect the Property and to require the Borrower to provide access to the Property for inspection. The lender shall also have the right to require the Borrower to provide information regarding the Property and to require the Borrower to provide information regarding the Borrower's financial condition.

9. **Foreclosure.** In the event of default by the Borrower, the lender shall have the right to foreclose on the Property. The lender shall also have the right to require the Borrower to pay the costs of foreclosure.

8. **Assignment.** The Borrower shall have the right to assign the Note and this Security Instrument to any person. The lender shall have the right to assign the Note and this Security Instrument to any person.

7. **Waiver.** The Borrower shall waive any and all defenses, claims, and counterclaims that the Borrower may have against the lender or any other party. The lender shall waive any and all defenses, claims, and counterclaims that the lender may have against the Borrower or any other party.

6. **Entire Agreement.** This Security Instrument and the Note constitute the entire agreement between the Borrower and the lender. No oral agreement, understanding, or arrangement shall be binding on the Borrower or the lender.

5. **Severability.** If any provision of this Security Instrument is held to be unenforceable, the remaining provisions shall remain in full force and effect. The parties agree that this Security Instrument is intended to be a joint instrument and shall be binding on all parties who execute it.

4. **Notice.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it by first class mail, return receipt requested, to the address last provided by Borrower. The notice shall be deemed to have been given if it is delivered to the address last provided by Borrower.

3. **Joint Changes.** The Security Instrument is intended to be a joint instrument and shall be binding on all parties who execute it. The parties agree that any change to the Security Instrument shall be made by all parties who execute it.

93002225

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify] **LOAN RIDER**
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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.

..... (Seal)
ANTHONY C BELMONTE -Borrower

Social Security Number

..... (Seal)
ANNE M BELMONTE -Borrower

Social Security Number

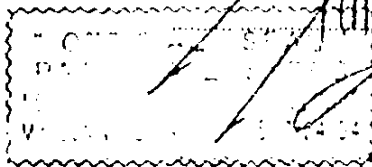
(Space Below This Line For Acknowledgment)

STATE OF ILLINOIS, Cook County, Illinois

I, Anthony C Belmonte
 a Notary Public in and for said county and state, certify that Anthony C Belmonte
 personally known to me to be the same person(s) whose name(s)
 subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
 signed and delivered the instrument as his free and voluntary act for the uses and purposes therein
 set forth.

Given under my hand and official seal, this 28 day of August, 1992

My Commission expires:



927720056

RAYMOND P SEIFFERT
ST PAUL FEDERAL BANK FOR SAVINGS
6700 W NORTH AV
CHICAGO, IL 60635

**MAIL TO
BOX 283**

UNOFFICIAL COPY

LOAN RIDER

LOAN NO 811922397
DATE SEPTEMBER 21, 1992

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as

5929 CHICAGO AVE, BERKELEY IL 60163

(PROPERTY ADDRESS)

1) Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed

2) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect

IN WITNESS WHEREOF BORROWER has executed this RIDER

Anthony C Belmonte

ANTHONY C BELMONTE

Borrower

Anne M Belmonte

ANNE M BELMONTE

Borrower

Property of Cook County Clerk's Office

921110125

921110125

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

ADJUSTABLE RATE MORTGAGE RIDER

811922397

THIS ADJUSTABLE RATE MORTGAGE RIDER is made this 21ST 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 ST. PAUL FEDERAL BANK FOR SAVINGS (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

5929 CHICAGO AVE, BERKELEY IL 60163

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE AND MINIMUM RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

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

The Note provides for an initial interest rate of ~~6.700 %~~ The Note, as amended, provides for changes in the adjustable interest rate and the monthly payments, a fixed rate conversion option and transfer provisions as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The adjustable interest rate I will pay may change on the first day of OCTOBER 1, 1997 and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

(B) The Index

9172.056

Beginning with the first Change Date, my adjustable interest rate will be based on an index. The "Index" is the monthly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Board of Governors of the Federal Reserve System. 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 that 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 THREE QUARTERS~~ percentage points (~~2.750 %~~) 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 next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid 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) Limits on Interest Rate Changes

The interest rate that I am required to pay at the first Change Date will not be greater than ~~8.700 %~~ or less than ~~7.250 %~~. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than ~~TWO~~ percentage point(s) (~~2.000 %~~) from the rate of interest I have been paying for the preceding 12 months. So long as I have not exercised my Conversion Option under Section 5 of this Note my interest rate will never be greater than ~~12.875 %~~ which is called the "Maximum Rate." After the first year of my loan, my interest rate will never be less than ~~7.250 %~~ which is called the "Minimum 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 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 adjustable 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.

5. FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Fixed Rate

I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can take place at any time during the term of my loan. The "Conversion Date" will be the first day of the month after I have satisfied the conditions below as determined by the Note Holder.

If I want to exercise the Conversion Option, I must first satisfy any condition which may be required by the Federal National Mortgage Association as a condition to its purchasing the loan at the time of conversion. I must also satisfy these conditions: (i) I must give the Note Holder 15 days advance notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note, or the Security Instrument; (iii) prior to the Conversion Date, I must pay the Note Holder a conversion fee of US \$250.00; (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion; and (v) I may have to pay an appraisal fee and prepay a portion of the principal balance of the loan under the following circumstances: If at loan origination, the principal amount is greater than 80% of the stated value of the appraisal report obtained in connection with my loan and private mortgage insurance from a company acceptable to St. Paul is not in force in connection with the loan, then a new appraisal of the property securing the loan may be required. I cannot exercise the Conversion Option unless I pay an amount which is enough to reduce the amount I owe on the Conversion Date to an amount equal to 80% of the new appraisal's stated value of the property.

(B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus a percentage ranging from five-eighths of one percentage point (0.625%), to one and one-eighth percentage points (1.125%), rounded to the nearest one-eighth of one percentage point (0.125%), depending on the amount of the unpaid principal balance I am expected to owe on the Conversion Date pursuant to the following schedule:

Add:	0.625 %	for unpaid balances of up to	\$202,300	.
	0.875 %	for unpaid balances from	\$202,301 to	\$500,000
	1.125 %	for unpaid balances from	\$500,001 to	\$750,000

If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than 12.875%, which is the "Fixed Maximum Rate".

(C) New Payment Amount and Effective Date

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the Maturity Date.

12. UNIFORM SECURED NOTE

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

(A) Until I exercise my Conversion Option under the conditions stated in Section 5 of this Adjustable Rate Note, Uniform 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 the 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 the 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.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may 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.

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

(B) If I exercise my Conversion Option under the conditions stated in Section 5 of this Adjustable Rate Note, Uniform Covenant 17 of the Security Instrument described in Section 12(A) above shall then cease to be in effect, and Uniform Covenant 17 of the Security Instrument shall instead be 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.

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

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

Anthony C Belmonte

ANTHONY C BELMONTE

(Seal) Borrower

ANNE M BELMONTE

(Seal) Borrower

02720056