State of Illinois

UNOFFICIAL GORY 3 5 1992

PIRST FIDELITY MORTGAGE COMPANY 799 ROOSEVELT ROAD, SUITE #206 GLEN BLLYN, ILLINOIS 60137

92974436

92319651

92319651

DEPT-01 RECORDING

135.50

THAN 7820 12/28/92 15:87:00

COOK COUNTY PROCESS

[Space Above This Line For Recording Date] ? MORTGAGE

FHA Case No.

131:6729052-729

92974436

THIS MORTANCE ("Security Instrument") is given on

APRIL 30th 1992

. The Mortgagor is

LAURA D. DULANEY, DIVORCED AND NOT SINCE REMARKIED

("Borrowea"). This Security largement is given to

DEPT-01 RECORDING \$35.5 T#8888 TRAN 4151 05/11/92 10:42:00

FIRST FIDELITY MORTGAGE COMPANY

#6281 # ₩-92-3 COOK COUNTY RECORDER -319651

which is organized and existing under the laws of THE STATE OF ILLINOIS

, and whose

address is 799 ROOSEVELT ROAD, SUITE #206, GLEN ELLYN, ILLINOIS 60137

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

NINETY FIVE THOUSAND TWENTY EIGHT AND 00/100

Dollars (U.S. \$ 95028.00

This debt is evidenced by Borrower's note dated the many date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 1mt 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; (b) the payment of all other sums, with interest, at valued under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and recements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey v Lender the following described property located in County, Illinois: COOK

LOT 3 IN BLOCK 8 IN HANOVER PARK ADDITION OF THE NOWTH 100 ACRES OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 MORTH, RANGE F, WAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF HANOVER PARK, IN COOK COUNTY, ILLINOIS.

06-36-202-003

92319651

THIS MORTGAGE IS BEING RE-RECORDED TO CORRECT THE INTEREST RATE CHANGE DATE.

which has the address of 1941 LAUREL AVENUE HANOVER PARK, Illinois

[Street, City].

60103

[Zip Code] ("Property Address");

FHA III n. Mortgage - 2/91

Inklate: L-DD

-4R(IL) (9103)

Page 1 of 8 VMP MORTGAGE FORMS - (313)293-8100 - (800)621-7291

92974436

UNOFFICIAL COPY

Property of County Clerk's Office

92319651

War, Page

TOOETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully 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.

- 1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
- 2. Mouthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (s) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an account sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the will of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Leaver prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "S cretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pry i mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual contagge insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance promised if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be is an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full an aua mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender 1021 promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Corrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire. Road and other hazard insurance Mico premiums, as required;

Third, to interest due under the Note:

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

-4R(IL) (9103)

Page 2 of 6

Indiana COD

UNOFFICIAL COPY .

92974436

Inklate: 4.9.5

& to C age 4

(e) (a) (a)

7. Condemnation. The proceeds of any award or claim for damages, direct or condemnation, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby sasigned and shall be paid to Londer the catent of the full amount of the indebtedness that remains unjointynder the Note and this Security Instrument. Londer shall apply such proceeds to the reduction of the indebtedness under the Note of this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal and in the order provided in paragraph 3, and then no prepayment of principal and in or extend or postpone the due date of the monthly payment, which are referred to in of the proceeds to the principal shall not extend or postpone the due date of the monthly payment, which are referred to in

shall be immediately due and payable.

Any amounts disbursed by Lender this paragraph shall become an a Iditional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursemer, at the Note rate, and at the option of Lender,

TS96TEZ6

If Borrower fails to make these payments or the payments a squired by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a let al proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bandruptcy, for condemnation, or to carforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

6. Charges to Borrower and Protection of L. oder's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If it is not pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender's recipts evidencing these payments.

5. Occupie et al. Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occipy, establish, and use the Property as Borrower's principal residence for at least one year after the date of occupancy unless the Security Instrument of a size which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumsarices, Borrower, and not commit weste or destroy, damage or substantially change the Property or allow the Property to accupance, Borrower, and not commit weste or destroy, damage or substantially change the Property or allow the Property to detenders, reasonable were said or destroy, damage or substantially change the Property or allow the Property to allow the Property to detender may take reasonable action to protect and preserve such vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned or the loan be in default. Lender may take reasonable action to protect and preserve such vacant or abandoned or the loan bear the loan to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to provide Lender with material information) in connection with the loan evidenced by the Note, including, but most limited to provide Lender with material information or statements in on a leasehold, Borrower shall not be companied of the lease. If Borrower acquires fee title to the Property, the leasehold, Borrower shall not be unappressed unless agrees to the merger in writing.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

catitled thereto.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedress under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

(BOIS) (JI)R1-

INNION: COD

in intercet. Any forbestance by Lender in exercising any right or remedy shall not be a waiver of or proclude the exercise of any the sums secured by this Security Instrument by reason of any demand made by the original belower's successors commence proceedings against any successor in interest or reluse to extend time for payment or otherwise modify amortization of not operate to release the liability of the original Borrower or Borrower's successor in injures. Lender shall not be required to of amortization of the sums secured by this Security Instrument granted by Lender to any accessor in interest of Borrower shall 11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time of payment or modification

ts96tez6 reinstatement will adversely affect the priority of the lien created by this Security Instrument. a current foreclosure proceeding, (ii) reinstationent will preclude forecosure on different grounds in the future, or (iii) reinstancent after the commencement of foreclosure proceedings within two years immediately preceding the commencement of required immediate payment in full. However, Lender is not required a permit reinstatement if: (i) Lender has accepted reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not costs and reasonable and customary attorneys' fees and expense: Coperly associated with the foreclosure proceeding. Upon Borrower's account current including, to the extent they are Digations of Borrower under this Security Instrument, foreclosure proceedings are instituted. To reinstate the Security Instrument, Befrrower shall tender in a lump sum all amounts required to bring Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure 10. Relatatement. Borrower has a right to be remarked if Lender has required immediate payment in full beceuse of

insurance is solely due to Lender's failure to cervit a mortgage insurance premium to the Secretary. such inoligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of hereof, declining to insure this Security Transment and the Note secured thereby, shall be deemed conclusive proof of Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date notwithstanding anything in pragraph 9, require immediate payment in full of all sums secured by this Security eligible for insurance under the lititational Housing Act within 60 days from the date hereof, Lender may, at its option and (e) Mortgage Not Lasured. Segrower agrees that should this Security Instrument and the Note accured thereby not be

Instrument does not tellhorize acceleration or foreclosure if not permitted by regulations of the Secretary. rights in the case of payment defaults to require immediate payment in full and forcelose if not paid. This Security (d) Regulation of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's

not require a set payments, Lendor does not waive its rights with respect to subsequent events.

(c) No Walver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does

of the Socretary.

granice does so occupy the Property but his or her credit has not been approved in accordance with the requirements (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or transferred (other than by devise or descent) by the Borrower, and

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise Secretary, require immediate payment in full of all sums accured by this Security Instrument if:

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this on the due date of the next monthly payment, or

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or require immediate payment in full of all sums secured by this Security Instrument if:

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults,

9. Grounds for Acceleration of Debt.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

indebrodness under the Mote and this Security Instrument shall be paid to the entity legally entitled thereto. peragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding

15961276

UNOFFICIAL GOP

- 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 assigns of Lender and Borrower, subject to the provisions of paragraph 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs 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 this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees 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. 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 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.
- 14. 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.
 - 15. Borrower's Copy Borrower shall be given one conformed copy of this Security Instrument.
- 16. Assignment of Re its Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizer Cander or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lendar or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Society Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Corrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrover (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the suns secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each sevant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of he rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may so so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remaily of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in this.

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

92319651

- 17. Foreclosure Procedure. If Lender requires immediate payment in fun rader paragraph 9, Lender 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 17, including, but not limited to, reasonable atterpty's fees and costs of title evidence.
- 18. 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. Fico
 - 19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

-4R(IL) (9103)

Page 5 of 4

UNOFFICIAL_COPY...

20. Riders to 'alk Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, are covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of th's Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]				
Condominium Fider	Graduated Payment Rider	Other [specify]		
Planned Unit Development Rider	Orowing Equity Rider			
2				
	is and agrees to the terms contained	in this Security Instrument and in any rider(s)		
executed by Borrower and recorded with it. Witnesses:	0	~ 0.0		
TV SUBSCIPLO.	C Cau	Ca D. Dularrey (See)		
	LAURA D. DI	Borrower		
		/8N		
	` (<u> </u>	(Scal)		
	0,			
	(Seal)	(Scal)		
	-Borrower	-Borrower		
STATE OF ILLINOIS.	v sab Co	multy se:		
· I theder a consect	None Pakilla in and	92319651 for said county and state do hereby certify that		
I. The Goderney D. D.	, a Notary Public in and	De send county and sense do nesery county uses		
James D. D.	<i>-</i>	to me v to the same person(s) whose name(s)		
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that				
aigned and delivered the said instrument as Given under my hand and official seal, thi	HER free and voluntary act, for t	the uses and rurposes therein set forth. 2pril 1992.		
Olven under my nand and ottical scal, un	90 GC 429 61 6	The State Land		
My Commission Expires:	Notary Public	mary & france		
	rectasy Patonia.	C		
The House we property.	ELA KRESCH	"OFFICIAL SEAL"		
-4R(IL) (0103)	Page 6 of 6	MARY A. SCHNEIDER Notery Public State of Hilispia		
FIRST FIDELITY MORTGAGE COMPANY	•	The Commission Sustain 44 /00 MG		
799 ROOSEVELT ROAD, SUITE #206 GLEN ELLYN, ILLINOIS 60137		25 25 27 44 45 50		
GLEN CELIN, ICCINOIS 0013/		74		
		బ్జీ		
		<u>න</u>		

UNOFFICIAL COPY

Property of Coof County Clerk's Office

PHA Case No.

131:6729052-729

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 30th day of 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to FIRST FIDELITY MORTGAGE COMPANY,

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1941 LAUREL AVENUE HANOVER PARK, IL 60103 [Property Address]

THE MOTE 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 COVERANTS. In addition to the covenants and agreements made in the Security Instrument, THIE Borrower and Lender further covenant and agree as follows:

INTEREST RATE AND MONTPLY PAYMENT CHANGES

(A) Change Date

OCTOBER 75 12993 , and on that day The interest rate may change on the first day of -JULY - -1stof each succeeding year. "Change Date" means each date on which the interest rate could change.

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securitical adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" mean, the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. As used in this Rider, "Secretary means the Secretary of Housing and Urban Development or his or her designee." Lender will give Borrow's notice of the new Index.

(C) Calculation of Interest Rate Changes

92319651

Before each Change Date, Lender will calculate a new interest the by adding a margin of percentago point(s) (to the Current Index and rounding the sum to the nearest one-eighth of one rereentage point (0.125%). Subject to the limits stated in paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate.

Page 1 of 2

PHA Mullisial, ARM Rider - 2/91

In Itale: LDD

-591 (0103).02

VMP HORTGAGE FORMS - (212)263-8100 - (860)621-7261

UNOFFICIAL COPY

Property of County Clark's Office

UNOFFICIAL COPY . 5

(E) Calculation of Payment Change

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

(F) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

(G) Effective Date of Changes

A new interest rate calculated in accordance with paragraphs (C) and (D) of this Rider will become effective on the Change Driv. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occur at least 25 days after Lender has given Borrower the notice of changes required by paragraph (F) of this Rider. Borrov or shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with paragraph (E) of this Rider for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with paragraph (E) of this Rider decreased, but Lender fail to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment arrount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the rown to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, he applied as payment of principal. Lender's obligation to return any excess payment with interest on demand i, n it assignable even if the Note is otherwise assigned before the demand for return is made.

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

Sama 5	D. Dul MALA (Scal)	(Seal)
LAURA D. DULANEY	Borrower	-Borrower
	(Seal)	(Seal)
	Borrower[Space Below This Line Reserved for Acknowledge.com]	-Borrower
		75 9 231 965
-591 (8103).02	Page 2 of 2	Ca

92319651