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COOK COUNTY, ILLINOIS  
FEDERAL LAND BANK

1992 MAR 17 AM 11:29

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92171520 BOX 333 - TH

STANDARD FEDERAL BANK FOR SAVINGS  
3960 WEST 95TH STREET  
EVERGREEN PARK, IL 60642-1984

(Space Above This Line For Recording Data)

## ADJUSTABLE RATE MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MARCH 9, 1992**. The mortgagor is**WILLIAM J HIGGENS III AND BARBARA C HIGGENS  
(F/K/A/ BARBARA C SIMCOE), HIS WIFE**

("Borrower"). This Security Instrument is given to

**STANDARD FEDERAL BANK FOR SAVINGS**which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **4192 S. ARCHER AVE, CHICAGO, ILLINOIS 60632**

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

**ONE HUNDRED THIRTY EIGHT THOUSAND DOLLARS & NO CENTS**

Dollars (U.S. \$ 138,000.00).

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 **APRIL 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 170 IN STRATHMORE IN BUFFALO GROVE UNIT #1, IN SECTIONS 5 AND 6  
TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ACCORDING TO THE PLAT THEREOF RECORDED MAY 3, 1967 AS DOCUMENT  
20125932, IN COOK COUNTY, ILLINOIS.**

PIN #03-05-114-041-0000

which has the address of **230 WEIDNER RD**  
Illinois **60089** (**Zip Code**)  
(**Property Address**):**BUFFALO GROVE** [**Street, City**]

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

-6R(IL) (9106)

VMP MORTGAGE FORMS - (313)283-8100 - (800)521-281

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Form 3014 8/90  
Amended 5/91

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This instrument was prepared by: 3960 W 95TH ST EVERGREEN PARK, ILLINOIS 60438		
DOROTHY MYCKEK Dorothy Myckeck Nancy Park		
9 - 9 - 95		

Given under my hand and official seal, this 14th day of March, 1995.  
 signed and delivered the said instrument as free and voluntary act, for the uses and purposes herein set forth.  
 subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the y personally known to me to be the same person(s) whose name(s)

(P/A/ BARBARA C SIMCOE), HIS WIFE  
WILLIAM J HIGGENS III AND BARBARA C HIGGENS  
, a Notary Public in and for said county and state do hereby certify  
that I, Diane C Myckeck  
State County: Cook

Borrower \_\_\_\_\_  
(Seal) \_\_\_\_\_  
Borrower \_\_\_\_\_  
(Seal) \_\_\_\_\_

Borrower \_\_\_\_\_  
(Seal) \_\_\_\_\_  
Borrower \_\_\_\_\_  
(Seal) \_\_\_\_\_

Witnesses:  
in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and

- [Check applicable box(es)]
- Adjustable Rate Rider
  - Condominium Rider
  - 1-4 Family Rider
  - Biweekly Payment Rider
  - Biweekly Unit Levelment Rider
  - Planed Unit Levelment Rider
  - Rate Impovement Rider
  - Second Home Rider
  - Other(s) [Specify]
  - V.A. Rider
  - Balloon Rider
  - Graduated Payment Rider

the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
Security instrument, its covenants and agreements of each such rider shall be incorporated into and shall amend and supplement  
24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject 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 attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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

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

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

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

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23. Waiver of Homestead. Borrower waives all right of homesteaded competition in the Property.

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.

21. Lienholding. Lender shall not be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph or if a beneficiary instrument held without further demand and may foreclose this Security Instrument in full of all sums secured by this Security Instrument without notice to the Borrower at its option, may require immediate payment in the full amount due before the date specified in the notice. Lender, at its option, may require immediate payment in the full amount due before the date specified in the notice to the Borrower to accelerate to assert in the title to the property. If the default is not cured the Borrower of a default or any other default after acceleration is entitled to receive the date specified in the notice to the Borrower to accelerate to assert in the title to the property. The notice shall further accrue by this Security Instrument, for default by Borrower to accelerate and sale of the property.

(d) Failure to give notice to the Borrower to accelerate to assert in the title to the property may result in acceleration of the sums secured by this Security Instrument, for default by Borrower to accelerate and sale of the property. The notice shall further accrue to the date specified in the notice to the Borrower to accelerate and sale of the property.

(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 applicable law provides otherwise. The notice shall specify: (a) the date prior to acceleration under paragraph 17 unless of any covenant or agreement in this Security Instrument (but not prior to acceleration under following Borrower's breach

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating Borrower's breach

## NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

relate to health, safety or environmental protection.

this paragraph 20. "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that specifies and protects, volatile substances, materials containing asbestos or formaldehyde, and radioactive materials, toxic Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by

all necessary remedial actions in accordance with Environmental Law.

any removal or other remediation of any Hazardous Substance affecting the property is necessary, Borrower shall take any action or other knowledge. If Borrower learns, or is notified by any government or regulatory authority, that of which Borrower has actual knowledge. The notice and any Hazardous Substance of Environmental Law

governmental or regulatory agency or private party involving the Property and any Hazardous Substance of Environmental Law

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any residual uses and to maintain of the Property.

Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, or

Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the

20. Hazardous Substances, Borrower shall not cause or permit the presence, use, disposal, storage, or release of any information required by applicable law.

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.

in the case of acceleration under paragraph 17.

of this instrument security shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall obligate security instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the

that the lien of this Security instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by 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

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 in the entity known

19. Sale of Note. (a) Right of Loan Servicer. The Note of a party interested in the Note (together with this Security instrument) may be sold once or more times without prior notice to Borrower. A sale may result in a change in the entity known

instrument may be sold once or more times without prior notice to Borrower. A sale may result in a change in the entity known

18. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have permitted by this Security Instrument without further notice or demand on Borrower.

Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies less than 30 days from the date the note is delivered or mailed within which Borrower must pay all sums secured by this

17. Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not of this Security instrument.

Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date Lender's prior written consent. At its option, Lender may invoke immediate payment in full of all sums secured by this

16. 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, if all or any part of the Property or any interest in it is sold or transferred)

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazard, included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower 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 paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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16. Borrower's Copy. Borrower shall be given one conforming copy of this Note and of this Security Instrument, to be delivered.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which it is executed without the conflicting provision. To this end the provisions of this Security Instrument and this Note are declared given effect within applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be disregarded in whole or in part.

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by first class mail to Borrower's address reflected herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Lender's address by notice to Lender shall be given by first class mail to Lender whom given as provided in this paragraph.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing

12. Payment to Borrower; Reduction in Interest Rate. If a reduced rate of interest method, the reduction will be reflected as a partial prepayment payment to Borrower, if a reduced rate of interest method, the reduction will be reflected as a partial prepayment payment to Borrower, Lender may choose to make this reduction by reducing the principal owed under the Note or by making a direct loan exceeding the permitted limit; then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and that loan is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the principal limit, then: (b) any sums already collected by the Note will be reduced by the amount necessary to reduce the charge and that loan is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the principal limit, then:

11. Borrower's Agreements and Assigns Bound; Joint and Several Liability; Co-signer. The convenants and agreements of this Security Instrument shall bind and benefit the successors and assigns; a Lender and Borrower, subject to the provisions of this instrument in interest by Lender in exchange for a change in interest by Lender, and 2 or more changes of such payees.

10. Condemnation of Real Estate; Forfeiture of Property in Lieu of Compensation. Either party may exercise the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

9. Lender's Right to Sale of Personal Property in Lieu of Compensation. If the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments, Lender may exercise the right of remedy.

8. Purchase of Successors and Assigns by Lender. Any application of proceeds to principal shall not exceed the amount of any sum secured by this Security Instrument, whether or not then due.

7. Lender's Right to Sale of Personal Property in Lieu of Compensation. If the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments, Lender may exercise the right of remedy.

6. Purchase of Successors and Assigns by Lender. Any application of proceeds to principal shall not exceed the amount of any sum secured by this Security Instrument, whether or not then due.

5. Purchase of Successors and Assigns by Lender. Any application of proceeds to principal shall not exceed the amount of any sum secured by this Security Instrument, whether or not then due.

4. Purchase of Successors and Assigns by Lender. Any application of proceeds to principal shall not exceed the amount of any sum secured by this Security Instrument, whether or not then due.

3. Purchase of Successors and Assigns by Lender. Any application of proceeds to principal shall not exceed the amount of any sum secured by this Security Instrument, whether or not then due.

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ARM PLAN NO. 0030  
9 21 15 20

## ADJUSTABLE RATE RIDER (1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 9TH day of MARCH , 19 92 , 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 STANDARD FEDERAL BANK FOR SAVINGS (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

230 WEIDNER RD

BUFFALO GROVE

IL

60089

[Property Address]

THE 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 interest rate of 7.250 %. 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 APRIL 1 , 19 95 , and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE HALF percentage points ( 2.50 %) 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 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 9.250 % or less than 7.250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 13.250 %, NOR LESS THAN 7.250 %.

#### (E) Effective Date of Changes

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

#### (F) Notice of Changes

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

### B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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 may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

WILLIAM J. HIGGINS III  
Barbara C. Higgins  
Borrower  
(Seal)

WILLIAM J. HIGGINS III  
Barbara C. Higgins  
Borrower  
(Seal)

BARBARA C. HIGGINS  
Barbara C. Higgins  
Borrower  
(Seal)

BARBARA C. HIGGINS  
Barbara C. Higgins  
Borrower  
(Seal)

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.