7073

RECORD AND RETURN TO: LOTTING ORPORATE A	٠,	CO	P)	/
125 SOUTH WACKER DRIVE, SUITE 300	. ,		. '	•

125	SOUTH	WACKER	DRIVE,	SUITE	30
CHIC	rago,	ILLINOIS	60606		,

This instrument propared by:

State of Illinois

Addross:

MORTGAGE

(Space Above This Line For Recording Data)

131:7124503-912/255

7124503 1993

THIS MORTGAGE ("Security Instrument") is given on AUGUST 30 The mortgager is STANLEY AUGUSTINE AND SELMA AUGUSTINE , HUSBAND AND WIFE

93722674

whose address is 12122 ANN STREET BLUE ISLAND, ILLINOIS 60406

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

SENIOR INCOME REVERSE MORTGAGE CORPORATION which is organized and existing under the laws of THE STATE OF ILLINOIS

ei acorbba eacifw ban,

125 SOUTH WACKER DRIVE, SUITE 300

CHICAGO, ILLINOIS 60606 Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Portewor's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the recognisent of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications, up to a maximum principal amount of \$ 139,500.00 ; (b) the payment of all other sums, with interest, advanced under Paragraph 5.10 protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including all impurits described in (a), (b), and (c) above, if not paid earlier, is due and , 2067 . For this propose, Borrower does hereby mortgage, grant and convey to Londer, payable on NOVEMBER 24

the following described property located in COOK County, Illinois: LOT 11 EXCEPT THE SOUTH 15 FEET THEREOF, LCT 1) AND THE SOUTH 5 FEET OF LOT 9 IN BLOCK 12 IN JERNBERG'S ADDITION TO BLUE ISLAND, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 37 NORTH TANGE 13, EAST OF THE THIRD PRINCIPAL 2 (-25-212-030 MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I.N.:

> DEFT-01 RECORDINGS \$31.50 T#9999 TRAN 9640 09/10/93 09:01:00 ***-93-722674** #4561 # COOK COUNTY RECORDER

which has the address of

12122 ANN STREET

(Stroot)

BLUE ISLAND (City)

ILLINOIS (State)

60406 (Zip Code) Property Address");

TOGETHER WITH all the improvements new or hereufter erected on the property, and all empresents, rights, appurtanences, 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 inwfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered. Borrower warrants and will defend generally the title to the Property against all claims and domands, 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.

2. Payment of Property Charges. Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and assessments in a timely manner, and shall provide evidence of payment to Lender, unless Londer pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.

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Property of Cook Collins Clerk's Office

3. Fire, Flood and Other line of mustice. forewer hid there all imprevents of the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies; including fire? This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender and the Secretary of Housing and Urban Development ("Secretary"). 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.

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 to Borrower and to Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, 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 first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. 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 entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the

indobtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Preservation and Maintenance of the Property, Leaschelds. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Leader may import the Property is vacant or abandoned or the loan is in default. Leader may take reasonable action to protect and preserve out a vacant or abandoned Property. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, if Borrower acquires fee title to the Property, the leasehold and fee title shall not be marged unless Leader agrees to the parger in writing.

5. Charges to Borrows, and Protection of Londer'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 own the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall presiptly furnish to Lender receipts evidencing these payments. Borrower shall promptly

discharge any lien which has priority o for this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these anyments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in the Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condomnation or to enforce 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.

Any amounts disbursed by Lender under this P ire graph shall become an additional debt of Borrower as provided for in the

Loan Agreement and shall be secured by this Security 'astrument.

To protect Londer's security in the Property, Londer at all advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Lorn Agreement as well as all sums due to the loan servicing activities as defined in the Loan Agreement.

6. Inspection. Lender or its agent may enter on, inspector make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower active prior to any inspection or appraisal specifying a purpose

for the inspection or appraisal which must be related to Lender's inte estin the Property.

- 7. Condemnation. The proceeds of any award or claim for daranges direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender and Borrower jointly. The proceeds shall be applied first to the reduction of very indebtedness under a Second Note and Second Security Instrument hold by the Secretary to the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.
 - 8. Foon. Lander may collect foos and charges authorized by the Secretary.
 - 9. Grounds for Acceleration of Debt.
 - (a) Due and Payable. Lender may require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
 - (ii) A Borrower convoys all of his or her title in the Property and no other Borrower retains, title to the Property in fee simple or retains a leasehold under a lease for less than ninety-nine years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Barrawer.
- (b) Due and Payable with Secretary Approval. Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Secretary, if:
 - (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not t principal residence of at least one other Borrower; or
 - (ii) For a period of longer than twelve (12) consecutive menths, a Borrower falls to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
 - (iii) An obligation of the Borrower under this Security Instrument is not performed.

"Principal residence" shall have the same meaning as in the Loan Agreement.

- (c) Notice to Londor. Borrower shall notify Londor whenever any of the events listed in subparagraphs (a) and (b) of this Paragraph 9 occur.
- (d) Notice to Secretary and Borrower. Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under this Paragraph 9. Lender shall not have the right to fereclose until Borrower has had thirty (30) days after notice to either:
 - (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
 - (ii) Pay the balance in full; or
 - (iii) Soll the Property for at least ninety-five percent (95%) of the appraised value and apply the net proceeds of the sale toward the balance; or
 - (iv) Provide the Londer with a deed in lieu of foreclosure.
- 10. No Deficiency Judgments. Borrower shall have no personni liability for payment of the debt. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Property is foreclosed. If this Security Instrument is assigned to the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, awed by Borrower at the time of the assignment.

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11. Reinstatement. Borraws are a right to be relative to a few law requires taim diste payment in full. This right applies even after foreclosure proceedings are instituted to reinstate this security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two (2) years immediately proceeding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure an different grounds in the future, or (iii) reinstatement will adversely affect the priority of the mortage lien.

12. First Lian Status.

- (a) Modification. If state law limits the first lies status of this Security Instrument as originally executed and recorded, to a maximum amount of debt or a maximum number of years, or if state law otherwise prevents the Londor from making Lona Advances secured by the first lies, Borrower agrees to execute any additional documents required by the Londor and approved by the Secretary to extend the first lies status to an additional amount of debt and an additional number of years and to cause any other lies to be removed or subordinated as provided in the Lona Agreement. If state law does not permit extension of the first lies status, whether or not due to any action of the Borrower, then for purposes of Paragraph 9 Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.
- (b) Tax Deferral Programs. Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.
- (c) Prior Liens. 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 Londor; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Londor's opinion operate to prevent the infercement of the lien or ferfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lendor subordinating the lien to all amounts secured by this Security Instrument. If Londor determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Londor may give Borrower a notice identified; the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

19. Relationship to Second Security Instrument.

- (a) Second Security Instrument. In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(iXiXf) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to grant a Second Security Instrument on the Property to the Secretary.
- (b) Relationship of First and Second Security Instruments. Payments made by the Secretary shall not be included in the debt under the Note secured by this Security Instrument unless:
 - (i) This Socurity Instrument is assigned to the Socretary; or
 - (ii) The Secretary accepts reimbursement by the Londer for all payments made by the Secretary.
- If the circumstances described in (i) or (ii) occur, the M payments by the Secretary, including interest on the payments but excluding late charges paid by the Secretary, shall be included in the debt.
- (c) Effect on Borrower. Where there is no assignment or reimbursement as described in (bXi) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:
 - (i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note held by Secretary and secretary by the Second Security Instrument; or
 - (ii) Be obligated to pay interest or shared appreciation under the Pois at any time, whether accrued before ar after the payments by the Secretary, and whether are not accrued interest has been included in the principal balance under the Note.
 - (d) No Duty of the Secretary. The Secretary has no duty to Lender to enforce covenants of the Secend Security Instrument or to take actions to preserve the value of the Property, even hough Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.
- 14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 15. Successors and Assigns Bound; Joint and Several Liability. The covenant, and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. An assignment made it accordance with the regulations of the Secretary shall fully relieve the Londer of its obligations under this Security Instrument. Perrower may not assign any rights or obligations under this Security Instrument or under the Note, Borrower's covenants an eagreements shall be joint and several.
- 16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by following 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 all Borrowers jointly designate. Any notice to Lender shall be given by first class n all 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.
- 17. Governing Law; Soverability. 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 and the provisions of this Security Instrument and the Note are declared to be severable.
 - 18. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.
- 19. Assignment of Rents. Borrower unconditionally assigns and transfers to Londer all the rents and revenues of the Property. Borrower authorizes Londer or Londer's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Londer or Londer's agents. However, prior to Londer's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Londer and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

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

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Londer from exercising its rights under this Paragraph 19.

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 do 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 remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

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20. Foreulosure Procedu 🐔 Paragruph 9, Landor 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 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence. 21. Rolonse. 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. 22. Waiver of Homestead. Borrower unives all right of homestead exemption in the Property. 23. Ridors 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(en)] Condominium Ridor Adjustable Rate Rider [7] Shared Approxiation Rider [] Planned Unit Development Rider Other(a) [apecify] 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. Witnesses: (Soul) (Sonl) -Borrower (Sonl) Borrower (Soul) -Borrower COOK County and a Notary Public in and for said county and state المنابعة المنابع (ONC) STANLEY AUGUSDINE AND SELMA do hereby certify that , personally known to me to be the same person(s) whose name(s) subscribed to the for going instrument, appeared before me this day in person, and acknowledged that signed and delivered the sair instrument as free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 30TH day of aug ust 1993 My commission expires:

"OFFICIAL SEAL"
NANCY SHEMING
Notary Public. State of illinois

My Commission Expires 1/8/95

33722

TABLE RATE RIDER

Home Equity Conversion Mortgage)

7124503

THIS ADJUSTABLE RATE RIDER is made this 30TH day of AUGUST , 1993 Incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Socurity Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to SENIOR INCOME REVERSE MORTGAGE CORPORATION

("Londor") of the same date and to secure the Loan Agreement of the same date and covering the property described in the Security Instrument and located at:

12122 ANN STREET, BLUE ISLAND, ILLINOIS 60406

ffiraparty Address

THIS RIDER CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE.

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

- Under the Note, the initial stated interest rate of FIVE AND 010/1000 5.0100 %) per annum ("Initia) Interest Rate") on the unpaid principal balance is subject per century (to change, as hereinafter described. When the interest rate changes, the new adjusted interest rate will be applied to the co'nl outstanding principal balance. An increase or decrease in the interest rate may result in a change in the execut due to Lender at maturity.
- Each adjustment to the interest rate will be based upon the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year ("Index"; the Index is published in the Foderal Reserve Bulletin and made available by the United States Treasury Department in Statistical Release H.15 (519)). If the Index is no longer wailable, Lender will be required to use any index prescribed by the Department of Housing and Urban Developmen, Jonder will notify florrower in writing of any such substitute index (giving all necessary information for bor, ower to obtain such index) and after the date of such notice the substitute index will be deemed to be the Index hereunder.
- Lender will perform the calculations under Paragraphs 4 or 5 to determine the new adjusted interest rate. The amount of the new adjusted interest rate, i may, will be based on the Borrower's election to have a cap on both the annual and lifetime rate adjustments, or in have a maximum interest rate only for the life of the loan. [Check the appropriate box]
 - maximum interest rate for life of loan (Paragraph 5 applies).
 - a cap on both the annual and lifetime rate adjustments (Paragraph 4 applies).
- Annual and Lifetime Caps. 4.
 - (a) The first adjustment to the interest rate (if any adjustment is required) will be effective on the first day of OCTOBER , 1994 , (which date will not be less than twelve (12) months nor more than eighteen (18) months from the date of closing), and thereafter each a gestment to the interest rate will be made effective on that day of each succeeding year ("Change Date") until the loan is repaid in full.
 - (b) The amount of the Index will be determined, using the most recently available figure, thirty (30) days before the Change Date ("Current Index").
 - 1.60000 % the "Margin") will be ONE AND 600/1000 percentage points (added to the Current Index. The sum of the Margin plus the Current Index will be crite; the "Calculated Interest Rate" for each Change Date.
 - (d) The Calculated Interest Rate will be compared to the interest rate being earned immediate's prior to the current Change Date (such interest rate being called the "Existing Interest Rate"). Then, the new adjusted interest rate, if any, will be determined as follows:
 - (i) If the Calculated Interest Rate is the same as the Existing Interest Rate, the interest rate will not change.
 - (ii) If the difference between the Calculated Interest Rate and the Existing Interest Rate is less than or equal to two percentage points, the new adjusted interest rate will be equal to the Calculated Interest Rate (subject to the "5% Cap" provided for in Paragraph 4(e)).
 - (iii) If the Calculated Interest Rate exceeds the Existing Interest Rate by more than two percentage points, the new adjusted interest rate will be equal to two percentage points higher than the Existing Interest Rate (subject to the 5% Cap).
 - (iv) If the Calculated Interest Rate is less than the Existing Interest Rate by more than two percentage points, the new adjusted interest rate will be equal to two percentage points less than the Existing Interest Rate (subject to the 5% Cap.)

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- (a) Notwithstanding anything contained in time Adjustance Rate River, in no event will any new adjusted interest rate be more than five percentage (5%) points higher or lower than the Initial Interest Rate over the term of the Security Instrument.
- (f) Any new adjusted rate will become effective on the Change Date and thereafter will be deemed to be the Existing Interest Rate. The new Existing Interest Rate will remain in effect until the next Change Date on which the interest rate is adjusted.
- 5. Lifetime Maximum Interest Rate.
 - (a) The first adjustment to the interest rate (if any adjustment is required) will be effective on N/A , N/A , (which date will be the first day of the second full calendar month after closing), and thereafter each adjustment to the interest rate will be made effective on that day of each succeeding month ("Change Date") until the loan is repaid in full.
 - (b) The amount of the Index will be determined, using the most recently available figure, thirty (30) days before the Change Date ("Current Index").
 - (c) N/A percentage points (N/A %; the "Margin") will be add d to the Current Index. The sum of the Margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date.
 - (d) The loss or o' N/A % (the lifetime maximum interest rate) or the Calculated Interest Rate will be the new adjusted rate. The new adjusted rate will become effective on the Change Date and thereafter will be deemed to be the Existing Interest Rate. The new Existing Interest Rate will remain in effect until the next Change Date on which the interest rate is adjusted.
- 6. (a) If the Existing Interest Rate changes on any Change Date, Londor will apply the new Existing Interest Rate to the total outstanding principal balance, At least twenty-five (25) days before the accrued interest is added to the mortgage balance, Londor will give Dorrower written notice ("Adjustment Notice") of any change in the Existing Interest Rate. Each Adjustment Notice will set forth (i) the date the Adjustment Notice is given, (ii) the Change Date, (iii) the new Existing Interest Rate as adjusted on the Change Date, (iv) the Current Index and the date t was published, (v) the method of calculating the adjusted interest rate, and (vi) any other information which may be required by law from time to time.
 - (b) Borrower agrees to pay the interest rate by having it applied to the outstanding principal balance beginning twenty-five (25) days after Lende has given the Adjustment Notice to Borrower. Borrower will continue to pay the adjusted interest rate amount set forth in the last Adjustment Notice given by Londer to Borrower until twenty-five (25) days after Lender has given a further Adjustment Notice to Borrower. Notwithstanding anything to the contrary contained in this Adjustable Rate Rider or the Security Instrument, Borrower will be relieved of any obligation to pay, and Londer will have ferfeited its right to collect, any increase in the interest including interest and of to the principal (caused by the recalculation of such amount under Paragraphs 4 and 5) before twenty-five (26) days after Londer has given the applicable Adjustment Notice to Borrower.
 - (c) Notwithstanding anything contained in this Adjustable Rate Rise; in the event that (i) the Existing Interest Rate was reduced on a Change Date, and (ii) Lender failed to give the Adjustment Notice when required, and (iii) Borrower, consequently, paid any interest in excess of the amount which would have been set forth in such Adjustment Notice ("Excess Payments"), then Londer must subtract from the unpaid principal balance all Excess Payments, with interest thereon at a rate equal to the sum of the Margin and the Index on the Change Date when the Existing Interest Rate was so reduced, area the date each such Excess Payment was made by Borrower thereby increasing the available funds under the mortgage by the Excess Payment and the interest thereon.

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

Stanley Miguetine	(Sant)
STANLEY AUGUSTINE	·Borrower
SELMA AUGUSTINE Constitue	[Bonl] -Borrower
	-Borrower
	-Borrower

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